

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

**Board Meeting Agenda**

**Tuesday, May 26, 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***

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

## **BOARD OF EDUCATION MEETING INFORMATION**

### **Role of the Board**

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

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

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

### **Board Meeting Documentation**

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

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

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

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

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

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

### **Televised Meeting Schedule**

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

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

BOARD OF EDUCATION  
REGULAR MEETING

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

TUESDAY  
MAY 26, 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 Government Code Section 54957:

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

PUBLIC EMPLOYEE APPOINTMENT: Assistant Superintendent, Facilities and Governmental Relations

- B. 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

## RECOGNITION OF HIGH SCHOOL STUDENT AMBASSADORS

- Century High School - Sofia Tam; César E. Chavez High School - Fallin Akbari; Godinez Fundamental High School - Paloma Dueñas; Lorin Grisett Academy - Sindy Lopez; Middle College High School - Pablo Daniel Jiménez; Saddleback High School - Giselle Cervantes; Santa Ana High School - Hanna Gálvan; Segerstrom High School - Geovanna Medel; Valley High School - Cindy Cuevas

## RECOGNITIONS / ACKNOWLEDGMENTS

- Certificated Employee of the Month for May 2015, Carmen Irene Schuell
- Classified Employee of the Month for May 2015, Caroline Rausch
- Philharmonic Society of Orange County

## 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 - May 12, 2015
- 1.2 Orange County Department of Education Third Quarterly Report on School Accountability Report Card for Fiscal Year 2014-15 Pursuant to Williams Settlement Legislation
- 1.3 Acceptance of Gifts in Accordance with Board Policy 3290 – Gifts, Grants, and Bequests
- 1.4 Approval of Agreement between Jet Propulsion Laboratory, California Institute of Technology, and Santa Ana Unified School District for May 27, 2015 through September 1, 2015
- 1.5 Approval of Extended Field Trip(s) in Accordance with Board Policy (BP) 6153 – School-Sponsored Trips and Administrative Regulation (AR) 6153.1 – Extended School-Sponsored Trips
- 1.6 Approval of Exploring Computer Science Course for High School Students
- 1.7 Approval of Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for 2014-15 School Year



- 1.8 Approval of Submission of Carl D. Perkins Career and Technical Education Improvement Act of 2006 Application for Funding for 2015-16 School Year
- 1.9 Ratification of Purchase Order Summary and Listing of Orders \$25,000 and Over for Period of April 29, 2015 through May 12, 2015
- 1.10 Ratification of Expenditure Summary and Warrant Listing for Period of April 29, 2015 through May 12, 2015
- 1.11 Acknowledgement of Receipt of Orange County School of the Arts Charter School Charter Renewal Petition
- 1.12 Adoption of Resolution No. 14/15-3059 – Authorization of Board Member's Absence from Board Meeting
- 1.13 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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#### PUBLIC HEARINGS

- Material Revision of INDA Charter School Charter Petition
- Charter Renewal Petition for Orange County School of the Arts Charter School
- Charter Renewal Petition for Orange County Educational Arts Academy

#### INFORMATION

- ENCO Systems, Inc. for Closed Captioning of Board Meetings

#### REGULAR AGENDA - ACTION ITEMS

- 2.0 Adoption of Resolution No. 14/15-3060 – Establish a Special Reserve Fund for Postemployment Benefits
- 3.0 Authorization to Reject and Rebid Bid Package 1001.1 at Fremont Elementary School Under Emergency Repair Program
- 4.0 Authorization to Reject and Rebid Bid Package 1602 at Lathrop Intermediate School Under Emergency Repair Program

- 5.0 Authorization to Award Contract for Concrete/Asphalt Project at Adams Elementary School Under Emergency Repair Program
- 6.0 Authorization to Award Contracts for Roofing Projects at Lincoln, Martin, Remington, and Roosevelt Elementary Schools and Lathrop, Spurgeon, and Willard Intermediate Schools Under Emergency Repair Program
- 7.0 Authorization to Award Contract for After-School Enrichment Program Provider Services for 2015-18 School Years
  - 7.1 ACTIVE LEARNING
  - 7.2 BOYS & GIRLS CLUB OF SANTA ANA (FUTURE LEADERS)
  - 7.3 DISCOVERY CUBE
  - 7.4 BOYS & GIRLS CLUB OF SANTA ANA (ARTS & CULTURE)
  - 7.5 TOYAMA KARATE-DO
  - 7.6 JOSE HERNANDEZ MARIACHI ACADEMY
- 8.0 Authorization to Extend Contracts Awarded through Request for Proposals or Bid for 2015-16 Fiscal Year and Approval to Continue use of Previously Approved Piggyback Bids, California Multiple Award Schedule and Western States Contracting Alliance Agreements
- 9.0 Authorization to Renew Annual Listing of Agreements/Contracts with Santa Ana Unified School District and Various Consultants Submitted for 2015-16 Fiscal Year
- 10.0 Authorization to Renew Subscriptions with The Ware Group for 2015-16 School Year
- 11.0 Authorization to Utilize Piggyback Contract for Purchase of Classroom and Office Furniture
- 12.0 Approval of Head Start Budget Adjustment No. 1 for 2014-15 Program Year
- 13.0 Approval of Agreement with Northwest Evaluation Association for 2014-15 School Year
- 14.0 Approval of Data Sharing Agreement between Santa Ana Unified School District and WestEd for Period May 27, 2015 Through December 31, 2017
- 15.0 Ratification of Personnel Agreement with Orange County Department of Education - Safe Schools Program for Services at Community Day School for April 27, 2015 through June 30, 2015
- 16.0 Approval of Partnership Proposal with Discovery Education Science Techbook for 2015-21 School Years
- 17.0 Approve Material Revision of INDA Charter School Charter Petition and Adopt Resolution No. 14/15-3061

### 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*)

- Board Policy (BP) 5125 – Student Records (Revised: First Reading)
- Board Policy (BP) 5125.1 – Release of Directory Information (Revised: First Reading)
- Board Policy (BP) 3312 – Contracts (Revised: Adoption)

### BOARD REPORTS

### ADJOURNMENT

FUTURE MEETING - The next Regular Meeting of the Board of Education will be held on Tuesday, June 9, 2015, at 6:00 p.m.



**AGENDA ITEM BACKUP SHEET**  
**May 26, 2015**

**Board Meeting**

**TITLE:**                   **Certificated Employee of the Month for May 2015, Carmen Irene Schuell**

**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 May 2015.

**RATIONALE:**

A selection committee, consisting of certificated employees, has reviewed nominees and selected the Certificated Employee of the Month for May 2015. The members have selected Carmen Irene Schuell, Teacher, Walker Elementary School.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Recognize Carmen Irene Schuell, as Certificated Employee of the Month for May 2015.

  
MAM:nr:ea



**AGENDA ITEM BACKUP SHEET**  
**May 26, 2015**

**Board Meeting**

**TITLE:** Classified Employee of the Month for May 2015, Caroline Rausch

**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 May 2015.

**RATIONALE:**

A selection committee, consisting of classified employees, has reviewed nominees and selected the Classified Employee of the Month for May 2015. The members have selected Caroline Rausch, Library Media Technician, Thorpe Fundamental Elementary School.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Recognize Caroline Rausch as Classified Employee of the Month for May 2015.





**AGENDA ITEM BACKUP SHEET**  
**May 26, 2015**

**Board Meeting**

**TITLE:** Philharmonic Society of Orange County

**ITEM:** Recognition

**SUBMITTED BY:** Rick Miller, Ph.D., Superintendent

**PREPARED BY:** Rick Miller, Ph.D., Superintendent

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to recognize the Philharmonic Society of Orange County for the many contributions they provide to SAUSD students.

**RATIONALE:**

The Philharmonic Society of Orange County provides a significant level of support for students in Santa Ana. Members of the Philharmonic Society will be in attendance.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Recognize the Philharmonic Society of Orange County.

RM/cg



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

MINUTES

REGULAR MEETING  
SANTA ANA BOARD OF EDUCATION

May 12, 2015

CALL TO ORDER

The meeting was called to order at 5:26 p.m. by Board President Palacio. Other members in attendance were Ms. Iglesias, Mr. Hernández, and Mr. Richardson. Ms. Amezcua was absent from the meeting.

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

CLOSED SESSION PUBLIC PRESENTATIONS

Mr. Hernandez asked those wishing to address the Board in matters pertaining to Closed Session to step to the podium.

There were no individuals wishing to address the Board on matters of Closed Session.

RECESS TO CLOSED SESSION

The Regular Board meeting was immediately recessed to consider student expulsions and discipline matters, negotiations, and personnel matters.

RECONVENE OPEN MEETING

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

PLEDGE OF ALLEGIANCE

The meeting was opened with the Pledge of Allegiance led by Carina Flores and Bryan Rayo, both six-grade students at Taft Elementary DHH Program.

REPORT OF ACTION TAKEN IN CLOSED SESSION

By a vote of 4-0, the Board approved the suspension without pay and dismissal of permanent certificated employee, as named in Closed Session, Employee ID# 15303, effective May 12, 2015.

Moved:	Palacio	___	Iglesias	___	Amezcua	___	Hernandez	___	Richardson	<u>X</u>
Seconded:	Palacio	___	Iglesias	<u>X</u>	Amezcua	___	Hernandez	___	Richardson	___
Ayes:	Palacio	<u>X</u>	Iglesias	<u>X</u>	Amezcua	___	Hernandez	<u>X</u>	Richardson	<u>X</u>
Noes:	Palacio	___	Iglesias	___	Amezcua	___	Hernandez	___	Richardson	___
Final Vote:	<u>4</u>	Noes	<u>0</u>	Abstain	<u>0</u>	Absent	<u>1</u>			

## HIGH SCHOOL STUDENT AMBASSADORS

Sofia Tam, Century High and Pablo Jimenez, Middle College high students provided highlights of current events, information, and activities at their respective school sites.

## RECOGNITIONS/ACKNOWLEDGMENTS

Mr. Richardson, on behalf of the Santa Ana Public Schools Foundation (SAPSF) recognized student scholarship recipients. Scholarships were from Adelante, Retired SAUSD Administrators, Soroptimist Santa Ana-Tustin, Santa Ana Businesses, and SAPSF.

## SUPERINTENDENT'S COMMENTS

Dr. Miller began his remarks by noting that Agenda Item 5.0 was being removed from agenda. In addition, SAUSD applied for 758 Seals of Biliteracy, a more substantial amount than last year. He then mentioned that students from Godinez Fundamental High School are receiving over \$10 million in scholarships to private universities. Next, he noted that the SAPSF hosted the *Artspiration* event, where students received recognition for their artwork. He noted the Joint City-District meeting held recently was mutually beneficial. Furthermore, delivered to SAUSD sites last week were 6,300 Krispy Kreme donuts in appreciation of classified and certificated employees. Also, held was the first-ever *Classified Employee of the Year* Reception-Recognition Ceremony at Santa Ana High School. Three District Classified Employees of the Year and 56 School Site Classified Employees of the Year were recognized. He also attended the *ACSA Administrator of the Year* event where Michelle Rodriguez was honored as the Curriculum & Instruction Administrator of the Year, Roxana Owings with the Valuing Diversity Award, and Lisa Solomon as the Elementary Administrator of the Year. Lastly, he announced that Segerstrom High student Nnamdi Jogwe (Nam) would be attending Brown University.

## PUBLIC PRESENTATIONS

Mr. Palacio asked those wishing to address the Board on matters related to agenda items to step to the podium as their names were read out.

Ms. Fondren and Rod Estle addressed the Board regarding the proposed cell tower adjacent to John Muir Fundamental.

Ms. Stiassni and Margarita Gonzalez addressed the Board regarding Teach America.

**1.0 APPROVAL OF CONSENT CALENDAR**

It was moved by Mr. Hernández, seconded by Ms. Iglesias, and carried 3-0, with Mr. Richardson out of the room, to approve the Consent Calendar as follows:

1.1 Approval of Minutes of Regular Board Meeting of April 28, 2015

1.2 Acceptance of Gifts in Accordance with Board Policy (BP) 3290 - Gifts, Grants, and Bequests

- 1.3 Approval of Extended Field Trips 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.  
  
340221 - Community Day  
For the Violation of Education Code Section 48900, Paragraph C that the Board expels the student from the schools of the District, and that the student may apply for readmission after May 12, 2016.  
  
331156- Saddleback High  
For the Violation of Education Code Section 48900, Paragraphs A and B that the Board expels the student from the schools of the District, and that the student may apply for readmission after January 30, 2016.  
  
316193- Saddleback High  
For the Violation of Education Code Section 48900, Paragraph B that the Board expels the student from the schools of the District, and that the student may apply for readmission after May 12, 2016.
- 1.5 Approval of Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for the 2014-15 School Year.
- 1.6 Approval of Payment and Reimbursement of Costs Incurred for Designated Instructional Services for Students with Disabilities for 2014-15 School Year.
- 1.7 Approval of Purchase Order Summary and Listing of Orders \$25,000 and over, for Period of April 15, 2015 through April 28, 2015.
- 1.8 Ratification of Expenditure Summary and Warrant Listing of Checks for Period of April 15, 2015 through April 28, 2015.
- 1.9 Approval to Reject Government Code §910 and §910.2 claims Against the District, File Number: EMP 1400644 RV
- 1.10 Adoption of Resolution No. 14/15-3053 to Establish the Education Protection Account
- 1.11 Adoption of Resolution No. 14/15-3056 Authorizing the Absence of José A. Hernández from the Regular Board Meeting of April 28, 2015.
- 1.12 Acknowledgment of Receipt of the Orange County Educational Arts Academy Charter School Charter Renewal Petition as of the Date of the Regular meeting of the Board of Education on May 12, 2015.
- 1.13 Approval of Personnel Calendar Including the Transition of Specific Staff Members with Such Topics as Hiring, Promotions, transfers, Resignations, Retirements, and Leaves

PUBLIC HEARINGS

Charter Petition for Citrus Springs Charter School

President Palacio opened the Public Hearing and asked if anyone was present to address the Board in reference to Citrus Springs Charter School.

Elizabeth Trevino and Kathleen Hermismeyer addressed the Board relative to the proposed charter.

Hearing no additional comments, the Public Hearing was closed.

Charter Petition for Ednovate Santa Ana College Prep Charter School

President Palacio opened the Public Hearing and asked if anyone was present to address the Board in reference to Ednovate Santa Ana College Prep Charter School.

Mr. Oliver Sicat, Karen Symms Gallagher, Aileen Salazer, and Miles Durfee addressed the Board relative to the proposed charter.

Hearing no additional comments, the Public Hearing was closed.

PRESENTATION

Review of 2015 Initial Draft of Local Control Accountability Plan

Dr. Haglund reviewed the initial draft of the Local Control Accountability Plan with the Board and stated that this item will be agendized for Board action in June with the Budget.

**REGULAR AGENDA - ACTION ITEMS**

2.0 ADOPTION OF RESOLUTION NUMBER 14/15-3052 - OPPOSITION OF ASSEMBLY BILL 715 REGARDING DEVELOPER FEES

It was moved by Mr. Hernández, seconded by Mr. Richardson, and carried 3-0, Ms. Iglesias abstaining, to adopt Resolution No. 14/15-3052 opposing Assembly Bill 715 regarding developer fees.

3.0 APPROVAL TO DISPOSE SURPLUS DISTRICT-WIDE PORTABLE BUILDINGS

It was moved by Hernández, seconded by Mr. Richardson, and carried 3-0, Ms. Iglesias not present, to approve the Memorandum of Understanding with the Orange County Department of Education/Central County Regional Occupational Program to establish Perkins Consortium.

4.0 APPROVAL OF AGREEMENT BETWEEN ACHIEVE3000 AND EXTENDED LEARNING PROGRAMS FOR PERIOD OF JUNE 1, 2015 THROUGH AUGUST 30, 2015

It was moved by Mr. Richardson, seconded by Mr. Palacio, and carried 4-0, to approve the agreement with Achieve3000 and Extended Learning Programs for the period of June 1, 2015 through August 30, 2015.

5.0 APPROVAL OF AGREEMENT BETWEEN TEACH FOR AMERICA FOR 2015-17 SCHOOL YEARS

The item was removed from the agenda and will return to a future meeting.

6.0 APPROVAL OF AGREEMENT WITH STANFORD CENTER FOR ASSESSMENT, LEARNING, AND EQUITY/UNDERSTANDING LANGUAGE FOR PERIOD OF MAY 13, 2015 THROUGH SEPTEMBER 30, 2015

It was moved by Mr. Richardson, seconded by Ms. Iglesias, and carried 4-0, to approve the agreement with the Stanford Center for Assessment, Learning, and Equity/Understanding Language (SCALE/UL) for Period of May 13, 2015 through September 30, 2015.

7.0 APPROVAL OF CONSULTANT AGREEMENT WITH ATTAR AND JAMOO, ATTORNEYS AT LAW FOR PERIOD OF JULY 1, 2015 THROUGH JUNE 30, 2016

It was moved by Mr. Richardson, seconded by Ms. Iglesias, and carried 4-0, to the consultant agreement with Attar and Jamoo, Attorneys at Law for Period of July 1, 2015 through June 30, 2016.

8.0 APPROVAL OF CONSULTANT AGREEMENT WITH EDUCATION PIONEERS FOR PERIOD OF JUNE 15, 2015 THROUGH AUGUST 21, 2015

It was moved by Mr. Richardson, seconded by Mr. Palacio, and carried 4-0, to approve the consultant agreement with Education Pioneers for the period of June 15, 2015 through August 21, 2015.

9.0 APPROVAL OF CONSULTANT AGREEMENT WITH iFUSION SOLUTIONS, INC., FOR PERIOD OF JULY 1, 2015 THROUGH JUNE 30, 2016

It was moved by Mr. Richardson, seconded by Mr. Palacio, and carried 4-0, to approve the consultant agreement with iFusion Solutions, Inc., for period of July 1, 2015 through June 30, 2016.

10.0 APPROVAL OF MEMORANDUM OF UNDERSTANDING FOR RENEWAL BETWEEN CALIFORNIA PARTNERSHIP FOR ACHIEVING STUDENT SUCCESS PLUS AND CAREER, TECHNOLOGY, AND EDUCATION/REGIONAL OCCUPATIONAL CENTER

It was moved by Mr. Hernández, seconded by Mr. Richardson, and carried 4-0, to approve the Memorandum of Understanding for renewal between the California Partnership for Achieving Student Success Plus and the Career, Technology, and Education/Regional Occupational Center for the 2014-15 school year.

11.0 APPROVAL OF ST MATH LICENSE RENEWAL WITH MIND RESEARCH INSTITUTE FOR 2015-15 SCHOOL YEAR

It was moved by Mr. Palacio, seconded by Ms. Iglesias, and carried 4-0, to approve the ST Math License renewal with MIND Research Institute for the 2015-16 school year.

12.0 AUTHORIZATION TO RENEW CONTRACT FOR DISTRICT LEGAL SERVICES FOR VARIOUS DEPARTMENTS FOR 2015-16 FISCAL YEAR

It was moved by Mr. Palacio, seconded by Mr. Richardson, and carried 4-0, to authorize the consulting agreement with Atkinson, Andelson, Loya, Ruud & Romo for District legal services for the 2015-16 fiscal year.

- 13.0 AUTHORIZATION TO AWARD CONTRACTS FOR YEAR-TWO ENERGY EFFICIENT RELATED PROJECTS AT FRANKLIN, MADISON, SEPULVEDA, WALKER, WILSON ELEMENTARY SCHOOLS, LATHROP INTERMEDIATE SCHOOL, AND SADDLEBACK, SANTA ANA, SEGERSTROM, AND VALLEY HIGH SCHOOLS

It was moved by Mr. Hernández, seconded by Mr. Richardson, and carried 4-0, to award contracts to Los Angeles Air Conditioning, Inc. for Bid Package No. 1 at Sepulveda Elementary, Los Angeles Air Conditioning, Inc. for Bid Package No. 1 at Walker Elementary, Anderson Air Conditioning L.P. for Bid Package No. 1 at Wilson Elementary, Bon Air, Inc. for Bid Package No. 1 at Franklin Elementary, Anderson Air Conditioning L.P. for Bid Package No. 1 at Madison Elementary, Knorr Systems, Inc. for Bid Package No. 1 at Saddleback, Santa Ana, Segerstrom, and Valley high schools for a total of \$2,073,949.37 utilizing Proposition 39 funding.

- 14.0 Authorization to award contracts for bid packages 1-4, 6-7, 10, 13-14, and 17 at Mitchell Child Development Center Under Modernization Program Phase II

It was moved by Mr. Richardson, seconded by Mr. Hernández, and carried 4-0, to award contracts for bid packages 1-4, 6-7, 10, 13-14, and 17 at Mitchell Child Development Center Under Modernization Program Phase II

- 15.0 AUTHORIZATION TO REJECT AND REBID BID PACKAGES 8, 11-12, AND 15-16 AT MITCHELL CHILD DEVELOPMENT CENTER UNDER MODERNIZATION PROGRAM PHASE II

It was moved by Mr. Richardson, seconded by Mr. Palacio, and carried 4-0, to reject and rebid bid packages 8, 11-12, and 15-15 at Mitchell Child Development Center under Modernization Program Phase II.

- 16.0 APPROVAL OF SUBSTITUTE SUBCONTRACTOR FOR BID PACKAGE 17.1 NEW CONSTRUCTION OF STADIUM BLEACHERS, LIGHTING, AND RESTROOM BUILDING AT CENTURY HIGH SCHOOL UTILIZING AN ALTERNATIVE DELIVERY METHOD UNDER OVERCROWDING RELIEF GRANT PROGRAM

It was moved by Mr. Hernández, and seconded by Mr. Richardson, and carried 4-0, to approve of substitute subcontractor for Bid Package 17.1 New Construction of stadium bleachers, lighting, and restroom building at Century High School Utilizing an Alternative Delivery Method Under Overcrowding Relief Grant Program.

- 17.0 APPROVAL OF CHARTER PETITION FOR IRVINE/NEWPORT DEVELOPMENT AREA CHARTER SCHOOL AND ADOPTION OF RESOLUTION NO. 14/15-3058 IMPLEMENTING THAT ACTION.

It was moved by Mr. Hernández, and seconded by Mr. Richardson, and carried 4-0, to approve the charter petition for Irvine/Newport Development Area Charter School and Adoption of Resolution No. 14/15-3058 implementing that action.

#### BOARD REMARKS

##### Mr. Richardson:

- Attended the Santa Ana Public Schools Foundation (SAPSF) Artspiration event
- Visited Franklin and Remington Elementary School recently
- Attended *Teacher of the Year* and *Classified Recognition* events last week



- Attended the Association of California School Administrators (ACSA) dinner where SAUSD Administrators Dr. Rodriguez, Ms. Owings, and Ms. Solomon were recognized
- Thanked the Board for their indulgence in the many SAPSF recognitions this evening

Ms. Iglesias:

- Attended the SAPSF Artspiration event
- Attended the 2015 Orange County Government Leaders Prayer Breakfast
- Attended the *Classified Employee Recognition*
- Acknowledged Ms. Juana Reina for her contributions to the SAUSD
- Voiced gratitude for Ms. Lupe Valencia and Ms. Janet Zook for their work
- Enjoyed Facebook posts regarding Ms. Solomon's recent recognition from ACSA

Mr. Palacio:

- Thanked Ms. Zook for her efforts with Prom dresses for special needs students. Also, thanked Ms. Powell for working with Ms. Zook. Request for video/pictures of event
- Noted, he appreciates support from the SAPSF
- Enjoyed the High Hopes Luncheon hosted by El Sol Santa Ana Science and Arts Charter Academy
- Looking forward to the English Language Biliteracy Seal recognition in the fall
- Congratulated Dr. Rodriguez, Ms. Owings, and Lisa Solomon for being recognized by ACSA
- Also congratulated Lisa Solomon for being recognized as National Distinguished Principal of the Year
- Announced the Top 100 event at Guaranty Chevrolet on May 21

Mr. Hernández:

- Paid gratitude to the SAPSF for their work in supporting students and teachers in SAUSD
- Announced the Top 100 event at Guaranty Chevrolet on May 21 and thanked Mr. Bruce Hamlin for hosting the event at his dealership and the many contributions he provides to SAUSD students
- Adjourned the meeting in memory of Ted Crego, a Century high teacher and coach.

ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 9:17 p.m.

The next regularly scheduled meeting of the Board of Education will be held on Tuesday, May 26, 2015 at 6:00 p.m.

ATTEST:

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

**CERTIFICATED PERSONNEL CALENDAR**

Personnel Calendar  
Board Meeting - May 12, 2015

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>RETIREMENTS</b>					
Alba-Bernal, Bonnie	Teacher	Jackson	June 19, 2015		Retirement - 27 years
Banda, Jessica	Principal	Sepulveda	June 24, 2015		Retirement - 20 years
Burton, Bernard Jr.	Teacher	McFadden	June 19, 2015		Retirement - 14 years
Ferrey, Marylin	Teacher	Harvey	June 19, 2015		Retirement - 17 years
Kornbluth, Veronica	Teacher	Lincoln	June 19, 2015		Retirement - 15 years
<b>RESIGNATION</b>					
	Speech and Language Pathologist				
Lefler, Kera		Speech Department	June 19, 2015		Moving - 2 years
<b>NEW HIRES/RE-HIRES</b>					
Matulich, Joanne	Teacher	McFadden	May 4, 2015		New Hire - Temporary 44920
Montero, Patricia	Teacher	Madison	May 1, 2015		New Hire - Temporary 44920

Mark A. McKinney, Associate Superintendent, Human Resources

**Personnel Calendar**  
**Board Meeting - May 12, 2015**  
**CERTIFICATED PERSONNEL CALENDAR**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>RESCINDED 39-MONTH REEMPLOYMENT</b>					
Schwartz, Elsie	Speech and Language Pathologist	Speech Department	March 13, 2015	June 13, 2018	
<b>EXTRA DUTY 2014-15</b>					
Zamudio, Alma	Teacher	Carr	March 1, 2015	June 18, 2015	Extra Period
<b>GRADE LEVEL LEADERS 2014-15</b>					
Sleiman, Angela		Franklin	2014-15		
<b>GRADE LEVEL LEADER 2013-14</b>					
Sleiman, Angela		Franklin	2013-14		
<b>GRADE LEVEL LEADER 2012-13</b>					
Sleiman, Angela		Franklin	2012-13		
<b>CHANGE IN STATUS 2014-15</b>					
Aldana, Maria	Teacher	Wilson	May 13, 2015		From Temporary 44909 to Probationary I

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

**Personnel Calendar**  
**Board Meeting - May 12, 2015**  
**CERTIFICATED PERSONNEL CALENDAR**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>CHANGE IN STATUS 2014-15 (Continued)</b>					
Bailey, Kristy	Teacher	Villa	May 13, 2015		From Temporary 44909 to Probationary I
Barragan, Mariana	Teacher	Heninger	May 13, 2015		From Temporary 44920 to Probationary I
Caddy, Rachel	Teacher	Valley	May 13, 2015		From Temporary 44909 to Probationary I
Case, Clementina	Teacher	Esqueda	May 13, 2015		From Temporary 44909 to Probationary I
Chapman, Hannah	Teacher	Carr	May 13, 2015		From Temporary 44909 to Probationary I
Christy, Katherine	Teacher	Godinez	May 13, 2015		From Temporary 44909 to Probationary I
Compton, Laura	Teacher	Willard	May 13, 2015		From Temporary 44920 to Probationary I
Cuadros Pino, Maria	Teacher	McFadden	May 13, 2015		From Temporary 44909 to Probationary I

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

**Personnel Calendar  
Board Meeting - May 12, 2015**

**CERTIFICATED PERSONNEL CALENDAR**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>CHANGE IN STATUS 2014-15 (Continued)</b>					
DeShazer, Nicole	Teacher	Lathrop	May 13, 2015		From Temporary 44909 to Probationary I
DiLullo, Aimee	Counselor	Valley	May 13, 2015		From Temporary 44909 to Probationary I
Diulio, Nickolas	Teacher	Saddleback	May 13, 2015		From Temporary 44920 to Probationary I
Dominguez, Daniel	Teacher	Sierra	May 13, 2015		From Temporary 44920 to Probationary I
Dong, Josephine	Teacher	Lowell	May 13, 2015		From Temporary 44909 to Probationary I
Dugan, Heidi	Teacher	Lathrop	May 13, 2015		From Temporary 44909 to Probationary I
Erickson, Jessica	Teacher	Saddleback	May 13, 2015		From Temporary 44909 to Probationary I
Flores, Nancy	Teacher	Segerstrom	May 13, 2015		From Temporary 44909 to Probationary I

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

**Personnel Calendar**  
**Board Meeting - May 12, 2015**  
**CERTIFICATED PERSONNEL CALENDAR**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>CHANGE IN STATUS 2014-15 (Continued)</b>					
Freleigh, Katie	Teacher	Carr	May 13, 2015		From Temporary 44909 to Probationary I
Fuentes, Jessica	Teacher	Lorin Grisct	May 13, 2015		From Temporary 44920 to Probationary I
Garriott, Krista	Teacher	McFadden	May 13, 2015		From Temporary 44920 to Probationary I
Gaytan Sarinana, Maria	Teacher	Madison	May 13, 2015		From Temporary 44920 to Probationary I
Gonzales, Jordan	Teacher	Lathrop	May 13, 2015		From Temporary 44909 to Probationary I
Guerra, Andrea	Teacher	Lathrop	May 13, 2015		From Temporary 44909 to Probationary I
Guilkey, Rachel	Teacher	Valley	May 13, 2015		From Temporary 44909 to Probationary I
Helstrom, Samantha	Teacher	Lathrop	May 13, 2015		From Temporary 44909 to Probationary I

**Personnel Calendar**  
**Board Meeting - May 12, 2015**  
**CERTIFICATED PERSONNEL CALENDAR**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>CHANGE IN STATUS 2014-15 (Continued)</b>					
Higgins, Daynon	Teacher	Sierra	May 13, 2015		From Temporary 44909 to Probationary I
Kanouse, Monique	Teacher	Willard	May 13, 2015		From Temporary 44909 to Probationary I
Kim, Katharine	Teacher	Martin	May 13, 2015		From Temporary 44909 to Probationary I
Lucero, Jason	Teacher	Willard	May 13, 2015		From Temporary 44909 to Probationary I
MacLean, Gina	Teacher	Carr	May 13, 2015		From Temporary 44920 to Probationary I
Martinez, Israel	Teacher	Carr	May 13, 2015		From Temporary 44909 to Probationary I
McKeeman, Kelly	Teacher	Villa	May 13, 2015		From Temporary 44909 to Probationary I
Minnie, Alexandra	Teacher	Valley	May 13, 2015		From Temporary 44920 to Probationary I

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

**Personnel Calendar**  
**Board Meeting - May 12, 2015**  
**CERTIFICATED PERSONNEL CALENDAR**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>CHANGE IN STATUS 2014-15 (Continued)</b>					
Monette, Jennifer	Teacher	Santiago	May 13, 2015		From Temporary 4909 to Probationary I
Moreno, Edgard	Teacher	Carr	May 13, 2015		From Temporary 44909 to Probationary I
Noller, Roberta	Teacher	Greenville	May 13, 2015		From Temporary 44909 to Probationary I
Orozco, Samuel	Teacher	Sierra	May 13, 2015		From Temporary 44909 to Probationary I
Parreco, Nolan	Teacher	Chavez	May 13, 2015		From Temporary 44920 to Probationary I
Peleaux, Candy	Teacher	Willard	May 13, 2015		From Temporary 44920 to Probationary I
Pham, Jennifer	Teacher	Santa Ana	May 13, 2015		From Temporary 44909 to Probationary I
Pineda, Alexandra	Teacher	Carr	May 13, 2015		From Temporary 44909 to Probationary I

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



**Personnel Calendar**  
**Board Meeting - May 12, 2015**  
**CERTIFICATED PERSONNEL CALENDAR**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>CHANGE IN STATUS 2014-15 (Continued)</b>					
Prado, Hilda	Teacher	Godinez	May 13, 2015		From Temporary 44909 to Probationary I
Price, Bryan	Teacher	Carr	May 13, 2015		From Temporary 44909 to Probationary I
Reyes, Pedro	Teacher	Lorin Grisct	May 13, 2015		From Temporary 44909 to Probationary I
Rios, Adrian	Counselor	Lorin Grisct	May 13, 2015		From Temporary 44909 to Probationary I
Riturban, Vanessa	Teacher	Valley	May 13, 2015		From Temporary 44909 to Probationary I
Rocha Rodriguez, Diego	Teacher	Esqueda	May 13, 2015		From Temporary 44909 to Probationary I
Sawyer, Erin	Teacher	Carr	May 13, 2015		From Temporary 44920 to Probationary I
Serrano, Corin	Teacher	Sierra	May 13, 2015		From Temporary 44920 to Probationary I

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

**Personnel Calendar**  
**Board Meeting - May 12, 2015**  
**CERTIFICATED PERSONNEL CALENDAR**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>CHANGE IN STATUS 2014-15 (Continued)</b>					
Shin, Catherine	Teacher	Esqueda	May 13, 2015		From Temporary 44920 to Probationary I
Simpson, Joy	Teacher	Santiago	May 13, 2015		From Temporary 44909 to Probationary I
Soberanis Lexin, Maria	Teacher	Spurgeon	May 13, 2015		From Temporary 44909 to Probationary I
Somers, Natalie	Teacher	Segerstrom	May 13, 2015		From Temporary 44920 to Probationary I
Ta, Sandy	Teacher	Carr	May 13, 2015		From Temporary 44920 to Probationary I
Tapia, Vanessa	Counselor	Carr	May 13, 2015		From Temporary 44909 to Probationary II
Tran, Khanh	Teacher	Villa	May 13, 2015		From Temporary 44920 to Probationary I
Valdez, Jose Jr.	Teacher	Villa	May 13, 2015		From Temporary 44909 to Probationary I

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





## CLASSIFIED PERSONNEL CALENDAR

## Personnel Calendar

## Board Meeting - May 12, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>RETIREMENTS</b>						
Lopez, Antonio	Plant Custodian Elem.	Heroes	June 12, 2015			33 years
Vallejo, Carolina	Instr. Asst. Sev. Dis.	Adams	June 18, 2015			18 years, 4 months
<b>RESIGNATIONS</b>						
Estrada, Maritza	SSP Sp. Ed.	Mendez	May 8, 2015			Personal - 4 months
Ho, Triet	Network Engineer	ITC Dept.	May 1, 2015			Personal - 2 years, 5 months
Marshall, Jackson	After School IP	Franklin	April 24, 2015			Personal - 7 months
Mata, Lucia	After School IP	Taft	April 17, 2015			Personal - 4 months
Raymundo, Veronica	Activity Supervisor	Davis	April 2, 2015			Personal - 4 years, 2 months
Serrano, Daniel	Accounting Technician	Accounting Dept.	May 7, 2015			Personal - 2 years, 2 months
Thai, Hung	After School IP	Madison	March 27, 2015			Personal - 2 months
Zavala, Marisa	SSP Sp. Ed.	Santa Ana	April 17, 2015			Personal - 7 months

Mark A. McKinney, Associate Superintendent, Human Resources

## CLASSIFIED PERSONNEL CALENDAR

## Personnel Calendar

Board Meeting - May 12, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>TERMINATIONS</b>						
ID# 29363	After School IP	Esqueda	April 16, 2015			Did not pass probation
ID# 22476	After School IP	Franklin	April 16, 2015			Did not pass probation
<b>39 MONTH REEMPLOYMENT (100 Day Differential Ended)</b>						
Colunga, Gerardo Jr.	Instr. Asst. Sev. Dis.	Muir	March 26, 2015			
<b>ABSENCES ( 3 to 20 duty days) - Without Pay</b>						
Cevallos, Guadalupe	Instr. Asst. Sp. Ed.	Garfield	April 20, 2015	May 1, 2015		Personal
Gonzalez, Mayra	Autism Paraprofessional	Mitchell	April 20, 2015	May 15, 2015		Personal
<b>PROBATIONARY APPOINTMENTS</b>						
Carrillo, Claudia	Site Clerk	King	May 13, 2015		24/1	
Daenzer, Dael	User Svcs. Analyst I	ITC	May 13, 2015		48/1	
Delgado, Stephanie	SSP Sp. Ed.	Jefferson	April 27, 2015		19/1	
Elmaghrabi, Tasnim	Teacher Aide	Child Development	May 13, 2015		10/1	
Flores, Vanessa	Licensed Vocational Nurse	PSS	May 13, 2015		24/1	

Mark A. McKinney, Associate Superintendent, Human Resources

## CLASSIFIED PERSONNEL CALENDAR

## Personnel Calendar

## Board Meeting - May 12, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>PROBATIONARY APPOINTMENTS (Continuation)</b>						
Gutierrez, Jennifer	After School IP	After School Programs	March 31, 2015		16/1	
Leal, Ada	Instr. Asst. Computer	Santiago	May 13, 2015		26/1	
Ling, Ricky	Programmer Analyst	Technology Innovation Services	May 13, 2015		48/1	
Lopez Rodriguez, Miguel	Fd. Svc. Wkr.	Nutrition Services	May 13, 2015		11/1	
Nava, Martha	Programmer Analyst	Technology Innovation Services	May 13, 2015		48/1	
Quick, Christine	SSP Sp. Ed.	Century	April 22, 2015		19/1	
Romero, Sara	Fd. Svc. Wkr.	Carr	May 13, 2015		11/1	
Rosales, Jose	Fd. Svc. Wkr.	McFadden	May 13, 2015		11/1	
Rubalcava, Griselda	Family Outreach Liaison	PSS	May 13, 2015		36/1	
Saldana, Jonathan	SSP Sp. Ed.	Godinez	April 20, 2015		19/1	
Seckington, Kevin	Student Transportation Router	Transportation Dept.	May 13, 2015		40/1	
Solorio Caliz, Elena	Fd. Svc. Wkr.	Godinez	May 13, 2015		11/1	
Suarez, Neli	SSP Sp. Ed.	Pio Pico	April 27, 2015		19/1	
Tait, Victoria	User Svcs. Analyst	Business Services	May 13, 2015		48/1	

Mark A. McKinney, Associate Superintendent, Human Resources

## CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar  
Board Meeting - May 12, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>PROBATIONARY APPOINTMENTS (Continuation)</b>						
Zepeda, Raquel	Head Start Teacher	Child Development	May 13, 2015		IC/1	
Zuniga, Cynthia	Preschool Teacher	ECE	April 23, 2015		IIIC/1	
<b>PROMOTIONAL APPOINTMENTS</b>						
Sanchez, Cesar	Fd. Svc. Spvr. Inter.	Carr	May 13, 2015		27/1	
Wilma, Hilary	Instr. Asst. Sev. Dis.	Jefferson	April 29, 2015		20/3	
<b>REAPPOINTMENT</b>						
Salgado, Jasmine	Autism Paraprofessional	Mitchell	May 12, 2015		24/2	
<b>REASSIGNMENTS (Change of School Site)</b>						
Aguirre, Regina	School Office Asst.	Segerstrom	May 13, 2015		24/4	From Carr to Segerstrom
Najera, Gladys	Fd. Svc. Wkr.	Nutrition Services	March 13, 2015			From Carr to Nutrition Svcs.
Raygoza, Ruth	Fd. Svc. Spvr. Elem.	Nutrition Services	March 4, 2015		15/2	From Lincoln to Nutrition Svcs.



## CLASSIFIED PERSONNEL CALENDAR

## Personnel Calendar

## Board Meeting - May 12, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>REASSIGNMENT (Voluntary Demotion)</b>						
Hernandez, Hilda	Fd. Svc. Wkr.	Mendez	April 13, 2015		11/6	From Senior Food Service Worker to Food Service Worker
<b>ADJUSTMENT OF WORKING HOURS</b>						
Barraza, Erica	Fd. Svc. Wkr.	Century	May 13, 2015		11/2	From 3.5 hours to 6.5 hours
Carrillo, Ricardo	Fd. Svc. Wkr.	Villa	May 13, 2015		11/2	From 3.5 hours to 6.5 hours
Lucas, Henry	Fd. Svc. Wkr.	Segerstrom	May 13, 2015		11/1	From 3.5 hours to 6.5 hours
Mendez, Blanca	Fd. Svc. Wkr.	Mendez	May 13, 2015		11/6	From 3.5 hours to 6.5 hours
Silva, Susana	Fd. Svc. Wkr.	Villa	May 13, 2015		11/3	From 3.5 hours to 6.5 hours
Visoso, Janet	Fd. Svc. Wkr.	Nutrition Services	May 13, 2015		11/2	From 3.5 hours to 6.5 hours
<b>TEMPORARY ASSIGNMENTS - Out of Class Compensation</b>						
Carranza, Eric	Plant Custodian Elem. Bldg. Svcs.		March 20, 2015	April 17, 2015	28/1	
Cordon, Avely	Registrar Inter.	Spurgeon	April 13, 2015	June 9, 2015	24/6	

Mark A. McKinney, Associate Superintendent, Human Resources

# **CLASSIFIED PERSONNEL CALENDAR**

## **Personnel Calendar** **Board Meeting - May 12, 2014**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>TEMPORARY ASSIGNMENTS - Out of Class Compensation (Continuation)</b>						
Escobedo, Lorena	Storekeeper	Nutrition Services	March 11, 2015	March 20, 2015	28/3	
Fernandez, Felix	Rv. Ld. Custodian	Bldg. Svcs.	April 20, 2015	June 15, 2015	28/3 + Diff.	
Gallegos, Cirilo	Rv. Ld. Custodian	Bldg. Svcs.	March 30, 2015	April 3, 2015	28/5 + Diff.	
Garcia, Jocelyn	Site Coordinator	After School Program	March 30, 2015	April 30, 2015	\$25	
Preciado, Michelle	Attendance Tech.	Century	March 26, 2015	March 27, 2015	24/6	
Quintero Rodelo, Roberto	Maintenance Wkr. I	Bldg. Svcs.	May 1, 2015	May 31, 2015	26/6	
Silbas, Jaime	Rv. Ld. Custodian	Bldg. Svcs.	March 30, 2015	June 30, 2015	28/5 + Diff.	
<b>EXTRA DUTY</b>						
						Required and funded by Workability/80 hours per contract - Clerical Duties
Flores, Myna	Sr. Admin. Clerk	Transition Program	July 1, 2015	June 30, 2016	24/6	
<b>ACTIVITY SUPERVISORS</b>						
Chairez, Maria L.	Activity Supervisor	Washington	April 30, 2015		10/1	
Ochoa Quintero, Aleida	Activity Supervisor	Santa Ana	April 30, 2015		10/1	

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

**CLASSIFIED PERSONNEL CALENDAR****Personnel Calendar****Board Meeting - May 12, 2014**

<b>NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>SALARY</b>	<b>COMMENTS</b>
<b>ACTIVITY SUPERVISORS (Continuation)</b>						
Torres, Elizabeth	Activity Supervisor	Century	April 27, 2015		10/1	
Vera Mejia, Monica	Activity Supervisor	Wilson	April 28, 2015		10/1	
<b>HOURLY APPOINTMENT</b>						
Chavez, Maria N.	Instr. Provider	Century	April 20, 2015		16/1	
<b>SUBSTITUTES</b>						
Alvarado, Jose	Maintenance Worker		April 23, 2015		23/1	
Carrillo, Ivanna	Clerical		April 23, 2015		20/1	
Lagunas, Adriana	Fd. Svc. Wkr.		April 20, 2015		11/1	
Lopez, Isaac	Fd. Svc. Wkr.		April 21, 2015		11/1	
Perez Villanueva, Yenny	Fd. Svc. Wkr.		April 20, 2015		11/1	
Sanchez, Colleen	Clerical		April 23, 2015		20/1	
Sanchez, Colleen	Instructional Asst.		April 23, 2015		19/1	
Wagner, Anna	Instructional Asst.		April 16, 2015		19/1	
<b>SHORT TERMS</b>						
Corona, Greta	School Office Asst.	Mitchell	April 1, 2015	May 29, 2015	24/6	Extra hours needed at start and end of school year

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

## CLASSIFIED PERSONNEL CALENDAR

## Personnel Calendar

Board Meeting - May 12, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>SHORT TERMS (Continuation)</b>						
Guibert, Clemencia	Bilingual Technician	Mitchell	June 19, 2015	June 30, 2015	28/6	Special Ed. Preschool Assessment
Pulido, Rocio	Bilingual Technician	Mitchell	June 19, 2015	June 30, 2015	28/6	Special Ed. Preschool Assessment
Salas, Martha	Bilingual Technician	Mitchell	June 19, 2015	June 30, 2015	28/6	Special Ed. Preschool Assessment
<b>ATHLETIC SPECIALIST</b>						
Aguirre, Marcelo	Asst. Track Coach	Century	February 16, 2015		\$20.38	
Ceja, Fernando	Asst. Softball Coach	Century	February 16, 2015		\$20.38	
Crocker, Randy	Asst. Volleyball Coach (Boys)	Century	February 20, 2015		\$20.38	
Diaz, Luis Jr.	Asst. Baseball Coach	Century	February 16, 2015		\$18.98	
Dodge, Rebecca	Asst. Track Coach	Century	March 25, 2015		\$18.98	
Galaviz, Maria	Asst. Track Coach	Century	February 16, 2015		\$20.38	
Garcia, Jose	Asst. Track Coach	Century	February 16, 2015		\$20.38	
Hernandez, Andres	Asst. Softball Coach	Century	February 16, 2015		\$18.98	
Khin, Sean	Asst. Track Coach	Century	February 16, 2015		\$18.98	
Lopez, Ray	Asst. Baseball Coach	Century	February 16, 2015		\$18.98	
Munguia Manzo, Joel	Asst. Soccer Coach	Century	February 16, 2015		\$20.38	

Mark A. McKinney, Associate Superintendent, Human Resources

# CLASSIFIED PERSONNEL CALENDAR

## Personnel Calendar

**Board Meeting - May 12, 2014**

[illegible]

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

[illegible]

**RESOLUTION NO. 14/15-3052**  
**BOARD OF EDUCATION**  
**SANTA ANA UNIFIED SCHOOL DISTRICT**  
**ORANGE COUNTY, CALIFORNIA**

**OPPOSITION OF ASSEMBLY BILL 715 REGARDING DEVELOPER FEES**

WHEREAS, the Governing Board ("Board") of the Santa Ana Unified School District ("District") provides for the educational needs for Grade K-12 students within the City of Santa Ana and portions of the Cities of Tustin, Irvine, Costa Mesa, Newport Beach, and Unincorporated Orange County; and

WHEREAS, the Leroy F. Greene School Facilities Act of 1998 was signed into law authorizing school districts to levy Developer Fees; and

WHEREAS, Developer Fees are intended to offset impacts to school facilities from new students generated from residential and commercial development; and

WHEREAS, the Board of the District has previously adopted and the District has imposed statutory school facility fees ("Level I Fees") and alternative school fee amounts ("Level II Fees"), pursuant to Education Code Section 17620 and Government Code Section 65995; and

WHEREAS, new development continues to generate additional students for the District's schools and the District is required to provide grades K-12 school facilities ("School Facilities") to accommodate those students; and

WHEREAS, the District does not have sufficient funds available for the construction of the School Facilities, including acquisition of sites, construction of permanent School Facilities, and acquisition of interim School Facilities to accommodate students from new residential construction; and

WHEREAS, the amount of fees a school district can levy are determined by the square footage of new Assessable Space; and

WHEREAS, Assembly Bill 715, introduced in February 2015, proposes to revise the definition of Assessable Space; and

WHEREAS, Altering the definition of Assessable Space may limit the developer fees districts can impose on new development; and

NOW THEREFORE, THE GOVERNING BOARD OF EDUCATION OF THE SANTA ANA UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

**Section 1.** That Assembly Bill 715 may negatively affect the school facilities of Santa Ana Unified School District and other school districts.

**Section 2.** That the Board does hereby oppose Assembly Bill 715.

**PASSED AND ADOPTED**, by the Governing Board on May 12, 2015, upon motion of member Hernandez and duly seconded, the foregoing Resolution was adopted by the following vote:

AYES: John Palacio, Jose A. Hernandez, and Rob Richardson

NOES:

ABSENT Valerie Amezcua

ABSTAIN Cecilia Iglesias

STATE OF CALIFORNIA)

) ss:

COUNTY OF Orange )

I, John Palacio, President of the Board of Education of the Santa Ana Unified School District of Orange County, California, hereby certify that the above and foregoing Resolution was duly adopted by the said Board at a regular meeting thereof held on May 12, 2015 and passed by a vote of 3-0 of said Board.



\_\_\_\_\_  
President of the Governing Board for the Santa Ana Unified School District

I, Rick L. Miller, Secretary of the Board of Education of the Santa Ana Unified School District of Orange County, California, hereby certify that the above and foregoing Resolution was duly adopted by the said Board at a regular meeting thereof held on May 12, 2015 and passed by a vote of 3-0 of said Board.



\_\_\_\_\_  
Secretary of the Board of Education of the Santa Ana Unified School District



## RESOLUTION NO. 14/15-3053

## BOARD OF EDUCATION

## SANTA ANA UNIFIED SCHOOL DISTRICT

## ORANGE COUNTY, CALIFORNIA

## Establish Education Protection Account

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

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

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

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

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

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

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

1 WHEREAS, a community college district, county office of education, school  
2 district, or charter school shall have the sole authority to determine how the  
3 monies received from the Education Protection Account are spent in the school or  
4 schools within its jurisdiction; and  
5

6 WHEREAS, the governing board of the district shall make the spending  
7 determinations with respect to monies received from the Education Protection  
8 Account in open session of a public meeting of the governing board; and  
9

10 WHEREAS, the monies received from the Education Protection Account shall not  
11 be used for salaries or benefits for administrators or any other administrative  
12 cost; and  
13

14 WHEREAS, each community college district, county office of education, school  
15 district and charter school shall annually publish on its Internet website an  
16 accounting of how money was received from the Education Protection Account and how  
17 that money was spent; and  
18

19 WHEREAS, the annual independent financial and compliance audit required of  
20 community college districts, county offices of education, school districts and  
21 charter schools shall ascertain and verify whether the funds provided from the  
22 Education Protection Account have been properly disbursed and expended as required  
23 by Article XIII, Section 36 of the California Constitution; and  
24

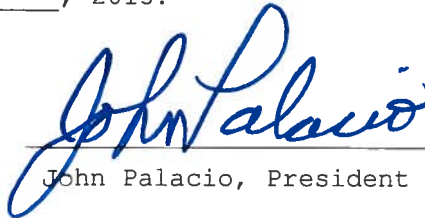
25 WHEREAS, expenses incurred by community college districts, county office of  
26 education, school districts and charter schools to comply with additional audit  
27 requirements of Article XIII, Section 36 may be paid with funding from the  
28 Education Protection Act and shall not be considered administrative costs for  
29 purposed of Article XIII, Section 36.  
30

31 NOW, THEREFORE, BE IT RESOLVED:  
32

- 33 1. The monies received from the Education Protection Account shall be spent  
34 as required by Article XIII, Section 36 and the spending determinations  
35 on how the money will spent shall be made in open session of public  
36 meeting of the governing board of the Santa Ana Unified School District.  
37  
38

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

Date: May 12, 2015, 2015.



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John Palacio, President

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Cecilia Iglesias, Vice President

Absent

Valerie Amezcua, Clerk



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José Alfredo Hernández, J.D., Member

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Rob Richardson, Member

RESOLUTION NO. 14/15-3056

BOARD OF EDUCATION

SANTA ANA UNIFIED SCHOOL DISTRICT

ORANGE COUNTY, CALIFORNIA

Certification of a Board Member's Absence from Board Meeting

José A. Hernández

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

**WHEREAS**, The Board of Education does find that Board Member José A. Hernández was absent from Board meeting held on April 28, 2015.

**NOW, THEREFORE, BE IT RESOLVED:** That the Board of Education authorizes payment for Board Member José A. Hernández for the meeting of April 28<sup>th</sup>, 2015, from which he was absent.

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

**AYES:** John Palacio, Jose Hernandez, and Rob Richardson

**NOES:**

**ABSENT:** Cecilia Iglesias and Valerie Amezcua

**ABSTAIN:**

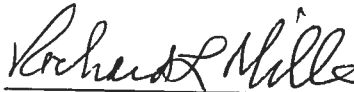
STATE OF CALIFORNIA)

COUNTY OF ORANGE )SS:  
)

/ / /

1 I, Richard L. Miller, Secretary to 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 properly noticed and held on the 28<sup>th</sup> day of April 2015 and passed by a  
5 vote of 3-0 of said Board.

6 IN WITNESS WHEREOF, I have hereunto set my hand this 29<sup>th</sup> day of April, 2015.

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10 Richard L. Miller, Ph.D.  
11 Secretary Board of Education of the  
12 Santa Ana Unified School District  
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## RESOLUTION NO. 14/15-3058

## BOARD OF EDUCATION

## SANTA ANA UNIFIED SCHOOL DISTRICT

## ORANGE COUNTY, CALIFORNIA

Approving Charter School Petition for  
Irvine/Newport Development Area Charter School

WHEREAS, pursuant to Education Code Section 47605 et seq., the Governing Board of the Santa Ana Unified School District ("SAUSD" and/or "District") is required to review and authorize creation of charter schools; and

WHEREAS, in accordance with the Charter Schools Act of 1992, a Charter (the "Charter") proposing a Charter School for the Irvine/Newport Development Area ("INDA" and/or "Charter School") as a dependent charter school of the SAUSD, was brought to the District Governing Board meeting of October 8, 2013, at which time it was received by the District Governing Board, thereby commencing the timelines for District Governing Board action thereon; and

WHEREAS, The Santa Ana Unified School District desires to serve the students and parents of the District by providing the option of dependent charter school. INDA is proposed as a dependent charter school with an operational Advisory Board, which will work with the District Administration and operate under the oversight of the District Governing Board; and

WHEREAS, a public hearing on the provisions of the Charter was conducted on October 22, 2013, pursuant to Education Code Section 47605, at which time the District Board considered the level of support for this Charter by teachers employed by the District, other employees of the District, and parents; and

WHEREAS, in reviewing the Charter, the Governing Board has been cognizant of the intent of the Legislature that charter schools are and should become an integral part of the California educational system and that establishment of charter schools should be encouraged; and

WHEREAS, District staff and legal counsel have developed, reviewed and analyzed all of the information received with respect to the Charter, including information related to the operation and potential effects of the school; and

39       **WHEREAS**, in reviewing and analyzing the Charter, District staff noted some  
40 issues and concerns and determined that certain changes and revisions to the  
41 Charter Petition were necessary in order to support the request for approval and  
42 those issues have been resolved through implementation of the necessary changes,  
43 additions, and revisions into the Charter; and  
44

45       **WHEREAS**, approval is now sought for the Charter School as revised and it is  
46 that revised version of the Charter Petition that the District Governing Board is  
47 considering and acting upon through adoption of this Resolution No. 14/15-3058; and  
48

49       **WHEREAS**, because of the dependent nature of the Charter School and the close  
50 operational and governing relationship between the Charter School and the District,  
51 including the District's Administration and Governing Board, the Charter does not  
52 require the same level of detail and specificity as the District would require of  
53 an independent charter school seeking District Governing Board approval and  
54 oversight; and  
55

56       **WHEREAS**, having fully considered the revised Charter and all of the  
57 information received with respect to the Charter, District staff made a  
58 recommendation to the District Governing Board that the Charter be approved based  
59 on that review; and  
60

61       **WHEREAS**, the Governing Board has fully considered the revised Charter and the  
62 recommendation provided by District staff;  
63

64       **NOW, THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS:**  
65

- 66 I. That the Governing Board of SAUSD finds the above-listed recitals to be true  
67 and correct and incorporates them herein by this reference.  
68
- 69 II. That the Governing Board of the Santa Ana Unified School District, having  
70 fully considered and evaluated the Charter for the establishment of the  
71 Irvine/Newport Development Area Charter School, hereby approves the Charter  
72 for a term, from May 13, 2015 through and including June 30, 2018.  
73  
74  
75  
76

The foregoing resolution was considered, passed, and adopted by this Board at its regular meeting of May 12, 2015.

By:

John Palacio

John Palacio.

President of the Board of Education

Santa Ana Unified School District

Attest:

Richard L. Miller

Rick L. Miller

Secretary of the Board of Education

Santa Ana Unified School District

STATE OF CALIFORNIA )

) ss

ORANGE COUNTY )

I, Valerie Amezcua, Clerk of the Board of Education of the Santa Ana Unified School District of Orange County, hereby certify that the foregoing is a true and correct copy of Resolution No. 14/15-3058, which was duly adopted by said Board at a regular meeting thereof held on the 12<sup>nd</sup> day of May, 2015, and that it was so adopted by the following vote:

AYES: John Palacio, Cecilia Iglesias, José A. Hernández, and Rob Richardson

NOES:

ABSENT: Valerie Amezcua

ABSTENTIONS:

By

Richard L. Miller

Rick L. Miller

Secretary of the Board of Education

Santa Ana Unified School District



## **AGENDA ITEM BACKUP SHEET**

**May 26, 2015**

### **Board Meeting**

**TITLE:** **Orange County Department of Education Third Quarterly Report on School Accountability Report Card for Fiscal Year 2014-15 Pursuant to Williams Settlement Legislation**

**ITEM:** **Consent**

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

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

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#### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to report to the Board the Orange County Department of Education (OCDE) third quarterly report on the School Accountability Report Card (SARC) verification pursuant to the Williams Settlement Legislation. To ensure compliance, Orange County Department of Education (OCDE) is charged with the responsibility to conduct site reviews at decile 1-3 schools. In addition, the County requires that school districts report the findings at a regularly scheduled meeting both quarterly and annual reports.

The Orange County Department of Education has completed the 2014-15 Williams Settlement Legislation Third Quarterly Report as follows:

- **School Accountability Report Card (SARC) Verification:** The SARCs published in the 2014-15 school year were reviewed to determine the accuracy of the information reported for sufficiency of textbooks and instructional materials, and safety, cleanliness, and adequacy of school facilities. No deficiencies were reported.
- **Uniform Complaint Procedures (UCP) Verification:** No complaints were filed during the second quarter of 2014-15.

#### **RATIONALE:**

School districts are required to report the overall findings for decile 1-3 schools the findings at a regularly scheduled meeting both quarterly and annual reports pursuant to Williams Settlement Legislation.

#### **FUNDING:**

Not Applicable

#### **RECOMMENDATION:**

Presented for informational purposes.





**Williams Settlement Legislation  
Santa Ana Unified School District  
Third Quarter Report  
Fiscal Year 2014-2015**

Prepared by the Orange County Department of Education

**SCHOOL ACCOUNTABILITY REPORT CARD (SARC) VERIFICATION**

The SARCs published in 2014-2015 for the following schools were reviewed to determine the accuracy of the information reported for sufficiency of textbooks and instructional materials and safety, cleanliness, and adequacy of school facilities.

School	SARC Review Date(s)	Instructional Materials Accurate	Instructional Material Discrepancies	Facility Conditions Accurate	Facility Condition Discrepancies
Century High	March 26, 2015	Yes	N/A	Yes	N/A
Carver Elementary	March 24, 2015	Yes	N/A	Yes	N/A
Davis Elementary	March 24, 2015	Yes	N/A	Yes	N/A
Garfield Elementary	March 24, 2015	Yes	N/A	Yes	N/A
Heroes Elementary	March 24, 2015	Yes	N/A	Yes	N/A
Hoover Elementary	March 24, 2015	Yes	N/A	Yes	N/A
Kennedy Elementary	March 24, 2015	Yes	N/A	Yes	N/A
Lathrop Intermediate	March 25, 2015	Yes	N/A	Yes	N/A
Lincoln Elementary	March 24, 2015	Yes	N/A	Yes	N/A
Lowell Elementary	March 24, 2015	Yes	N/A	Yes	N/A
McFadden Intermediate	March 25, 2015	Yes	N/A	Yes	N/A
Pio Pico Elementary	March 24, 2015	Yes	N/A	Yes	N/A
Roosevelt Elementary	March 24, 2015	Yes	N/A	Yes	N/A
Saddleback High	March 26, 2015	Yes	N/A	Yes	N/A
Santa Ana High	March 26, 2015	Yes	N/A	Yes	N/A
Sepulveda Elementary	March 24, 2015	Yes	N/A	Yes	N/A
Sierra Preparatory Academy	March 25, 2015	Yes	N/A	Yes	N/A

**Williams Settlement Legislation  
Santa Ana Unified School District  
Third Quarter Report  
Fiscal Year 2014-2015**

Prepared by the Orange County Department of Education

**SCHOOL ACCOUNTABILITY REPORT CARD (SARC) VERIFICATION Continued**

School	SARC Review Date(s)	Instructional Materials Accurate	Instructional Material Discrepancies	Facility Conditions Accurate	Facility Condition Discrepancies
Spurgeon Intermediate	March 25, 2015	Yes	N/A	Yes	N/A
Valley High	March 26, 2015	Yes	N/A	Yes	N/A
Walker Elementary	March 24, 2015	Yes	N/A	Yes	N/A
Willard Intermediate	March 25, 2015	Yes	N/A	Yes	N/A
Wilson Elementary	March 24, 2015	Yes	N/A	Yes	N/A

Respectfully submitted,



Nicole Savio Newfield  
Administrator, School and Community Services

4/30/15  
Date

**AGENDA ITEM BACKUP SHEET**  
**May 26, 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.

DH:lr



SANTA ANA UNIFIED SCHOOL DISTRICT  
GIFTS RECOMMENDED FOR ACCEPTANCE - May 26, 2015

School:	Gift:	Amount:	Donor:	Used for:
Greenville Fundamental		\$7,518	Greenville PFO Mr. John Palacio Santa Ana	Field trip expenses
Sepulveda Elementary		\$2,500	Experian Affinity Ms. Courtney D'Alessandro Costa Mesa	Health mural
Wilson Elementary		\$1,000	Century 21 <sup>st</sup> J.R. Gibson Mr. John Coelho Santa Ana	Soccer equipment and uniforms for student competition team
MacArthur Fundamental		\$500	MacArthur Parent Booster Club Santa Ana	Field trip expenses
Valley High School		\$18,000	Crevier Family Foundation Fund Mr. Donnie Crevier Costa Mesa	Tools for Automotive Academy
Valley High School		\$868	SOKA University of America Ms. Mary Kavanaugh Aliso Viejo	Food, instructional supplies, gift incentives for staff and volunteers
Valley High School		\$3,350	Boys and Girls Club of Santa Ana Mr. Robert Santana Santa Ana	Field trip expenses
Valley High School		\$1,500	CA Teachers Association Mr. Tony Orduño Burlingame	End of the Year Banquet
Santa Ana Unified School District		\$4,000	Law Firm of Atkinson, Andelson, Loya, Ruud, & Romo Cerritos	Scholarship program
Santa Ana Unified School District	Piano	\$500	Mr. and Mrs. Ken Erickson Irvine	VAPA Department
May 26, 2015 donations		\$39,736		
2015 Total donations	\$185,570	\$225,306		

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

DH:lr





## **AGENDA ITEM BACKUP SHEET**

**May 26, 2015**

### **Board Meeting**

**TITLE:** Approval of Agreement between Jet Propulsion Laboratory, California Institute of Technology, and Santa Ana Unified School District for May 27, 2015 through September 1, 2015

**ITEM:** Consent

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

**PREPARED BY:** Don Isbell, Director, Career Technical Education/ROP

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#### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the agreement between the Jet Propulsion Laboratory (JPL), California Institute of Technology, and the Santa Ana Unified School District for May 27, 2015 through September 1, 2015. This agreement will allow ten students to participate in a summer-high school internship program at JPL.

#### **RATIONALE:**

The internship program “JPL SpaceSHIP” will provide the ten students with an eight week, in-depth experience in the world of high-tech engineering. Jet Propulsion Laboratory has selected District students for an exclusive summer internship.

This agreement supports LCAP goal 2.11 “Establish partnerships that ensure student success.”

#### **FUNDING:**

Not Applicable

#### **RECOMMENDATION:**

Approve the agreement between Jet Propulsion Laboratory, California Institute of Technology, and Santa Ana Unified School District for May 27, 2015 through September 1, 2015.



**SANTA ANA UNIFIED SCHOOL DISTRICT  
PARTNERSHIP AGREEMENT**

This Agreement is entered into as of May 27, 2015 by and between the California Institute of Technology (Caltech), a nonprofit educational institution incorporated in California, through its operating division, the Jet Propulsion Laboratory (JPL), and the Santa Ana Unified School District (SAUSD).

**RECITALS**

WHEREAS, JPL and SAUSD desire to provide career technical education and workplace skills to selected students of SAUSD (the "Students") in connection with this internship program (the "Program").

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements contained herein, the parties hereto as follows:

I. Costs and Resources:

- A. Each party shall bear all costs and expenses incurred by it in performing or in connection with this Partnership Agreement. There is no exchange of consideration. Except where otherwise provided in this Partnership Agreement, each party shall provide its own equipment and facilities as necessary to implement the efforts described herein. Resources, including property, cannot be loaned or exchanged under this agreement. The activities of JPL under this agreement are funded and are to be performed under Caltech's prime contract with NASA, contract NNN12AA01C. The JPL Task Order which supports this effort is No. NNN13D205T, entitled "JPL Technical Support for the Planning and Implementation of NASA Headquarters' Education Portfolio." This Partnership Agreement does not constitute a binding or exclusive obligation on either party. Nothing in this Partnership Agreement shall be construed as consent by either party to enter into a contract, subcontract or other business relationship.

II. Scope of Work:

- A. On an as-available, best-efforts basis, without warranties, without consideration and subject to the requirements of Prime Contract between Caltech and NASA, NNN12AA01C, and at no charge to SAUSD, JPL agrees to the following tasks:
  - 1. JPL shall designate and provide certain space (the "Premises") for the Program at facilities operated by JPL at no rent to SAUSD. The Premises shall be available for SAUSD's use for the Program at such times as shall be mutually agreed upon by the parties hereto. Students shall enter JPL's facilities only during the hours designated pursuant to this section and shall confine themselves to the Premises at all times unless specifically directed otherwise by JPL.
  - 2. JPL shall provide and maintain adequate workspace in the Premises for each Student, including the use of lavatories, as designated by JPL. JPL shall also provide all custodial services required in the Premises and all utilities required for the Program.

3. JPL shall provide necessary supplies and materials for the Student's use in connection with the Program. JPL may, upon the request of SAUSD, provide additional equipment and procedures for the use of such equipment as is appropriate to the Program, provided JPL has agreed to provide such equipment. SAUSD shall be liable for any loss or theft or damage of any such materials, equipment or supplies.
  4. JPL shall defend, indemnify, and hold harmless SAUSD, its officers, employees, and agents from and against any and all liability, loss, expenses (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 JPL, its officers, employee, and agents.
- B. On an as-available, best efforts basis, without warranties, without consideration and at no charge to JPL, SAUSD agrees to the following tasks:
1. Students shall not displace any regular paid JPL employee. Students are not employees of JPL and shall not be employed, jointly employed or compensated by JPL to perform tasks which are included as part of the Program while the Students are enrolled in the Program. Students participating in the Program shall remain under the direction and control of SAUSD.
  2. SAUSD shall defend, indemnify, and hold harmless JPL, its officers, employees, and agents from and against any and all liability, loss, expenses (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 SAUSD, its officers, employee, and agents.
  3. During the term of this Agreement, SAUSD shall maintain such public liability, property damage, workers' compensation and such other insurance as JPL may require from time to time in its sole discretion. (See Appendix A.)
  4. SAUSD shall provide qualified staff for the purpose of supervising instruction and monitoring progress of the Students and shall be responsible for the actions of Students participating in the Program while on any JPL premises.

### III. Term and Termination of the Partnership Agreement

- A. This Agreement shall be in effect for the period beginning May 27, 2015 to September 1, 2015. This Agreement may be amended only by mutual written agreement of the parties hereto. If extended, the performance period of the Partnership Agreement may not exceed September 30, 2017, which is the expiration date of the JPL Task Order No. NNN13D205T, entitled "JPL Technical Support for the Planning and Implementation of

NASA Headquarters' Education Portfolio." This Agreement is not a lease or a license, and may be terminated by either party for any reason upon receipt by either party or written notification (30) days prior to the date of such termination.

IV. Education Code of California

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

V. Publicity/Publication

- A. SAUSD will not use the name or logos of the "California Institute of Technology," "Caltech," "Jet Propulsion Laboratory," "JPL," "National Aeronautics and Space Administration," or "NASA" in any advertising or publicity material, or make any form of representation or statement in relation to work performed under this Partnership Agreement that would constitute an express or implied endorsement by Caltech, JPL or NASA of any commercial product, without written approval. Requests for written approval to use Caltech or JPL's name(s) or logo(s) under this MOU should be directed to JPL Intellectual Property Office at JPL. Requests for written approval to use NASA's name or logo should be sent to NASA directly.

VI. Signature Authority

- A. The individuals executing this Agreement on behalf of the parties hereto represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of such entities.

VII. Governing Law

- A. This Agreement shall be governed by and construed in accordance with the laws of the State of California, exclusive of its choice of law provisions. Any dispute arising out of or in connection with this Agreement shall be resolved by the judicial reference proceeding pursuant to California CCP 638. The judicial referee shall be empowered to hear and resolve all legal and factual issues.

VIII. Entire Agreement

- A. This Agreement constituted the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior discussions, negotiations or agreements, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

SANTA ANA UNIFIED SCHOOL DISTRICT

JET PROPULSION LABORATORY

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: Stefanie P. Phillips, Ed.D., CBO

NAME: Blaine Baggett

TITLE: Deputy Superintendent, Operations

TITLE: Director, Communications and Education

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**AGENDA ITEM BACKUP SHEET**  
**May 26, 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 – May 26, 2015

Date:	Schools/Location:	Funding and Cost:	Student(s):	Staff and Chaperone:
June 19-21, 2015 (Friday – Sunday)	Santa Ana High School NJROTC Sailing Academy Fiddlers Cove Mariner Coronado	\$180.00 per student (s) (cost paid by NJROTC)	2	1
June 19-27, 2015 (Friday – Saturday)	Valley 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 26-28, 2015 (Friday – Sunday)	Santa Ana High School Lake Arrowhead Dual Meet Wrestling Camp Rim of the World High School Lake Arrowhead	\$90.00 per student (s) (cost paid by ASB Wrestling)	20	6
June 28-July 3, 2015 (Sunday – Friday)	Valley 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
July 24-27, 2015 (Friday – Monday)	Century High School Girls Volleyball Foothill Invitational Various High Schools Santa Clarita	\$105.56 per student (s) (cost paid by ASB Volleyball)	12	4
August 11-14, 2015 (Tuesday – Friday)	Saddleback High School 55 <sup>th</sup> Annual Orange County Leadership Conference UC Santa Barbara Santa Barbara	\$300.00 per student (s) (cost paid by fundraising)	11	2

***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:
August 12-14, 2015 (Wednesday - Friday)	Santa Ana High School 55 <sup>th</sup> Annual Orange County Leadership Conference UC Santa Barbara Santa Barbara	\$255.00 per student (s) (cost paid by General funds)	27	4

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

## **Agenda Item Backup Sheet**

<b><u>ITEM:</u></b>	Request of extended field trip for Santa Ana High School NJROTC cadets to participate in the NJROTC Sailing Academy at Fiddlers Cove Marina's Navy Base in Coronado, CA. The trip will be on June 19-21, 2015.
<b><u>OVERVIEW:</u></b>	Santa Ana High School is requesting their NJROTC cadets to participate in the NJROTC Sailing Academy in Coronado, CA.
<b><u>RATIONALE:</u></b>	This is our annual Area Eleven Sailing Academy, sponsored by the Chief of Naval Education and Training (CNET). Participating cadets will remain in a controlled atmosphere during their stay, although some limited free time may be available. The purpose of the Sail Academy is to provide cadets with hands on training that will further prepare them for leadership roles in their respective units. The Sail Academy experience will further their training in areas of leadership, team work, communications, decision making, critical thinking skills, and physical fitness. Classroom training will include theory of sailing, parts of a sail boat, seamanship, nautical rules of the road, charting, sail boat racing, and written examinations. On the water skills will include swim/drown-proofing, paddle boat handling (canoes, kayaks, and Rubber Hard Inflatable Boats), small sail boat handling (16' sail boats), large sail boat handling (27' fixed keel sail boats), and racing on the 27 foot Catalina sail boat.
<b><u>PARTICIPANTS:</u></b>	2 students and 1 chaperone (1 certificated and numerous NJROTC instructors).
<b><u>COSTS:</u></b>	\$180.00 per student – To include lodging, meals, and travel.
<b><u>*FUNDING:</u></b>	Cost paid by student & NJROTC.
<b><u>RECOMMENDATION:</u></b>	Approve the request for Santa Ana High School NJROTC cadets to participate in the NJROTC Sailing Academy at Fiddlers Cove Marina's Navy Base in Coronado, CA on June 19-21, 2015.

\* No student shall be prevented from making a trip because of a lack of sufficient funds. No trip shall be authorized if any student would be excluded from participation because of a lack of sufficient funds. (Education Code 35330)

## **Agenda Item Backup Sheet**

<b><u>ITEM:</u></b>	Request of extended field trip for a Valley 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 19-27, 2015.
<b><u>OVERVIEW:</u></b>	Valley High School is requesting approval for 1 student to go to the 78 <sup>th</sup> Annual Boys State Leadership Conference in Sacramento, California.
<b><u>RATIONALE:</u></b>	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.
<b><u>PARTICIPANTS:</u></b>	1 student and 1 chaperone (Jess Lawson, conference trip supervisor at Leadership Conference).
<b><u>COSTS:</u></b>	\$420 per student - To include lodging, meals, and transportation.
<b><u>FUNDING:</u></b>	Cost paid by General funds.
<b><u>RECOMMENDATION:</u></b>	Approve the request of the extended field trip for a Valley High School student to attend the 78 <sup>th</sup> Annual Boys State Leadership Conference at California State University, Sacramento on June 19-27, 2015.

## **Agenda Item Backup Sheet**

<b><u>ITEM:</u></b>	Request of extended field trip for Santa Ana High School wrestlers to participate in the Lake Arrowhead Dual Meet Wrestling Camp at the Rim of the World High School in Lake Arrowhead, CA and camp at Dogwood campgrounds in Rimforest, CA. The trip will be on June 26-28, 2015.
<b><u>OVERVIEW:</u></b>	Santa Ana High School is requesting their wrestlers to participate in the Lake Arrowhead Dual Meet Wrestling Camp in Lake Arrowhead, CA and camp at Dogwood campgrounds in Rimforest, CA.
<b><u>RATIONALE:</u></b>	The camp is to help athletes improve and gain experience/skills in the art of wrestling. Wrestlers will also be able to go hiking and swimming with their wrestling team mates.
<b><u>PARTICIPANTS:</u></b>	20 students and 6 chaperones (2 certificated and 4 classified).
<b><u>COSTS:</u></b>	\$90.00 per student – To include lodging, meals, and travel.
<b><u>*FUNDING:</u></b>	Cost paid by ASB Wrestling funds.
<b><u>RECOMMENDATION:</u></b>	Approve the request for Santa Ana High School wrestlers to participate in the Lake Arrowhead Dual Meet Wrestling Camp at the Rim of the World High School in Lake Arrowhead, CA and camp at Dogwood campgrounds in Rimforest, CA on June 26-28, 2015.

\* No student shall be prevented from making a trip because of a lack of sufficient funds. No trip shall be authorized if any student would be excluded from participation because of a lack of sufficient funds. (Education Code 35330)

## **Agenda Item Backup Sheet**

<b><u>ITEM:</u></b>	Request of extended field trip for a Valley 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.
<b><u>OVERVIEW:</u></b>	Valley 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.
<b><u>RATIONALE:</u></b>	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.
<b><u>PARTICIPANTS:</u></b>	1 student and 1 chaperone (Valarie Hardy-program director at State Leadership Conference).
<b><u>COSTS:</u></b>	\$400.00 per student - To include lodging, meals, and auto
<b><u>FUNDING:</u></b>	Cost paid by General funds.
<b><u>RECOMMENDATION:</u></b>	Approve the request of the extended field trip for a Valley 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**

<b><u>ITEM:</u></b>	Request of extended field trip for Century High School girls' volleyball students to participate in the Girls Volleyball Foothill Invitational in Santa Clarita, CA. The trip will be on July 24-27, 2015.
<b><u>OVERVIEW:</u></b>	Century High School is requesting their girls' volleyball students to participate in the Girls' Volleyball Foothill Invitational in Santa Clarita, CA.
<b><u>RATIONALE:</u></b>	Century High School students will travel to Santa Clarita to represent their school and the District in the Foothill Invitational Volleyball Tournament. The volleyball players will be competing against schools from all over California. Century's other goal is that this experience for their players will instill a sense of team effort, sportsmanship, friendly competition, and camaraderie. This trip will also provide the athletes the opportunity to be great representatives of Century High School in another city.
<b><u>PARTICIPANTS:</u></b>	12 students and 4 chaperones (1 certificated and 3 classified).
<b><u>COSTS:</u></b>	\$105.56 per student – To include lodging, meals, and travel.
<b><u>*FUNDING:</u></b>	Cost paid by ASB Volleyball funds.
<b><u>RECOMMENDATION:</u></b>	Approve the request for Century High School girls' volleyball students to participate in the Girls Volleyball Foothill Invitational in Santa Clarita, CA in Santa Clarita, CA on July 24-27, 2015.

\* No student shall be prevented from making a trip because of a lack of sufficient funds. No trip shall be authorized if any student would be excluded from participation because of a lack of sufficient funds. (Education Code 35330)

## **Agenda Item Backup Sheet**

<b><u>ITEM:</u></b>	Request of extended field trip for Saddleback High School students to participate in the ASB Leadership Conference at the University of California, Santa Barbara. The trip will be on August 11-14, 2015.
<b><u>OVERVIEW:</u></b>	Saddleback High School is requesting their students to participate in the ASB Leadership Conference in Santa Barbara, CA.
<b><u>RATIONALE:</u></b>	The field trip will provide students the opportunity to attend teambuilding workshops and to learn the fundamentals of their ASB position that will enhance their leadership skills. They will also be able to participate in activities with students from other schools.
<b><u>PARTICIPANTS:</u></b>	11 students and 2 chaperones (2 certificated).
<b><u>COSTS:</u></b>	\$300.00 per student – To include lodging, meals, and travel.
<b><u>*FUNDING:</u></b>	Cost paid by fundraising.
<b><u>RECOMMENDATION:</u></b>	Approve the request for Saddleback High School students to participate in the ASB Leadership Conference at the University of California, Santa Barbara on August 11-14, 2015.



## **Agenda Item Backup Sheet**

<b><u>ITEM:</u></b>	Request of extended field trip for Santa Ana High School students to participate in the ASB Leadership Conference at the University of California, Santa Barbara. The trip will be on August 12-14, 2015.
<b><u>OVERVIEW:</u></b>	Santa Ana High School is requesting their students to participate in the ASB Leadership Conference in Santa Barbara, CA.
<b><u>RATIONALE:</u></b>	The field trip will provide students the opportunity to attend teambuilding workshops and to learn the fundamentals of their ASB position that will enhance their leadership skills. They will also be able to participate in activities with students from other schools.
<b><u>PARTICIPANTS:</u></b>	27 students and 4 chaperones (2 certificated and 2 classified).
<b><u>COSTS:</u></b>	\$255.00 per student – To include lodging, meals, and travel.
<b><u>*FUNDING:</u></b>	Cost paid by General funds.
<b><u>RECOMMENDATION:</u></b>	Approve the request for Santa Ana High School students to participate in the ASB Leadership Conference at the University of California, Santa Barbara on August 12-14, 2015.



## **AGENDA ITEM BACKUP SHEET**

**May 26, 2015**

### **Board Meeting**

**TITLE:** Approval of Exploring Computer Science Course for High School Students

**ITEM:** Consent

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

**PREPARED BY:** Don Isbell, Director, Career Technical Education/ROP

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#### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval for the Exploring Computer Science course for high school students.

#### **RATIONALE:**

This is the first course in the Information and Computer Technology (ICT) Sector Pathways. Students are introduced to the foundation of Computer Science using an inquiry-based, hands-on approach to understand and solving real-world computing problems. Instruction includes the areas of human computer interaction, problem solving, web design, programming, data analysis, and robotics.

This course supports LCAP goal 1.7 “Expand access to math and science programs” and goal 1.8 “Increase availability of CTE and ROP courses and academies.”

#### **FUNDING:**

Not Applicable

#### **RECOMMENDATION:**

Approve the agreement the Exploring Computer Science course for high school students.



# **Santa Ana Unified School District**

## **COURSE OUTLINE**

Course Title: Exploring Computer Science

District Course #:

Department: CTE/ROP

Grade Level: 10-12

Course Length: 180 hours

Prerequisites: Recommended Algebra I

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### Course Description:

This is the first course in the Information and Computer Technology (ICT) Sector Pathways. Students are introduced to the foundations of Computer Science using an inquiry-based, hands-on approach to understand and solve real-world computing problems. Instruction includes the areas of Human Computer Interaction, Problem Solving, Web Design, Programming, Data Analysis, and Robotics. Emphasis is placed on the creative, collaborative, interdisciplinary, and problem-solving nature of computing. Upon completing the course, students will be prepared to pursue more advanced courses in the Pathway and to further their exploration of college and careers in the ICT Industry. NOTE: This course follows the national course outline developed by UCLA and LAUSD.

# **Santa Ana Unified School District**

## **EXPLORING COMPUTER SCIENCE**

### **SECTION 1 – INTRODUCTION AND ORIENTATION**

- A. OBSERVE DISTRICT RULES, REGULATIONS, AND POLICIES.**
- B. EXPLAIN CLASS REQUIREMENTS AND STUDENT EXPECTATIONS.**
- C. DEMONSTRATE EMERGENCY PREPAREDNESS.**

### **SECTION II – CONTENT AREA SKILLS**

#### **A. COMPUTING AND SOCIETY**

1. Describe ways in which computing enables innovation.
2. Discuss the ways in which innovations, enabled by computing, affect communication and problem solving.
3. Analyze how computing influences, and is influenced, by the cultures for which they are designed and the cultures in which they are used.
4. Analyze how social and economic values influence the design and development of computing innovations.
5. Discuss issues of equity, access, and power in the context of computing resources.
6. Communicate the legal and ethical concerns raised by computational innovations.
7. Discuss privacy and security concerns related to computational innovations.
8. Explain positive and negative effects of technological innovations on human culture.

#### **B. HUMAN COMPUTER INTERACTION**

1. Analyze the characteristics of hardware components to determine the applications for which they can be used.
2. Use appropriate tools and methods to execute internet searches which yield requested data.
3. Evaluate the results of web searches and the reliability of information found on the Internet.
4. Explain the differences between tasks that can and cannot be accomplished with a computer.
5. Analyze the effects of computing on society within economic, social, and cultural contexts.
6. Communicate legal and ethical concerns raised by computing innovation.
7. Explain the implications of communication as data exchange.

#### **C. PROBLEM SOLVING ALGORITHMS AND ABSTRACTION**

1. Name and explain the steps they use in solving a problem.
2. Solve a problem by applying appropriate problem-solving techniques.
3. Express a solution using standard design tools.
4. Determine if a given algorithm successfully solves a stated problem.
5. Create algorithms that meet specified objectives.
6. Explain the connections between binary numbers and computers.
7. Summarize the behavior of an algorithm.
8. Compare the tradeoffs between different algorithms for solving the same problem.
9. Explain the characteristics.

## **Santa Ana Unified School District**

### **D. WEB DESIGN**

1. Create web pages to address specified objectives.

### **COMPETENCIES**

2. Create web pages with a practical, personal, and/or societal purpose.
3. Select appropriate techniques when creating web pages.
4. Use abstraction to separate style from content in web page design and development.
5. Describe the use of a website with appropriate documentation.

### **E. INTRODUCTION TO PROGRAMMING**

1. Use appropriate algorithms to solve a problem.
2. Design, code, test, and execute a program that corresponds to a set of specifications.
3. Select appropriate programming structures.
4. Locate and correct errors in a program.
5. Explain how a particular program functions.
6. Justify the correctness of a program.
7. Create programs with practical, personal, and/or societal intent.

### **F. COMPUTING AND DATA ANALYSIS**

1. Describe the features of appropriate data sets for specific problems.
2. Apply a variety of analysis techniques to large data sets.
3. Use computers to find patterns in data and test hypotheses about data.
4. Compare different analysis techniques and discuss the tradeoffs among them.
5. Justify conclusions drawn from data analysis.

### **G. ROBOTICS**

1. Identify the criteria that describe a robot and determine if something is a robot.
2. Match the actions of the robot to the corresponding parts of the program.
3. Build, code, and test a robot that solves a stated problem.
4. Explain ways in which different hardware designs affect the function of a machine.
5. Describe the tradeoffs among multiple ways to program a robot to achieve a goal.

## **SECTION III – ACADEMICS & CAREER PREPARATION/ANCHOR STANDARDS**

### **ANCHOR STANDARD 1: ACADEMICS**

Analyze and apply appropriate academic standards required for successful industry sector pathway completion leading to postsecondary education and employment.

#### **Common Core State Standards**

#### **ELA College and Career Readiness Anchor Standards CCRA**

### **READING**

R.1. Read closely to determine what the text says explicitly and to make logical inferences from it; cite specific textual evidence when writing or speaking to support conclusions drawn from the text.

## **Santa Ana Unified School District**

R.2. Determine central ideas or themes of a text and analyze their development; summarize the key supporting details and ideas.

### **WRITING**

W.4. Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience.

### **COMPETENCIES**

W.6. Use technology, including the Internet, to produce and publish writing and to interact and collaborate with others.

W.7. Conduct short as well as more sustained research projects based on focused questions, demonstrating understanding of the subject under investigation.

W.8. Gather relevant information from multiple print and digital sources, assess the credibility and accuracy of each source, and integrate the information while avoiding plagiarism.

W.10. Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of tasks, purposes, and audiences.

### **SPEAKING AND LISTENING**

SL.1. Prepare for and participate effectively in a range of conversations and collaborations with diverse partners, building on others' ideas, and expressing their own clearly and persuasively.

SL.2. Integrate and evaluate information presented in diverse media and formats, including visually, quantitatively, and orally.

SL.3. Evaluate a speaker's point of view, reasoning, and use of evidence and rhetoric.

### **PRESENTATION OF KNOWLEDGE AND IDEAS**

SL.4. Present information, findings, and supporting evidence such that listeners can follow the line of reasoning and the organization, development, and style are appropriate to task, purpose, and audience.

SL.5. Make strategic use of digital media and visual displays of data to express information and enhance understanding of presentations.

### **LANGUAGE**

L.6. Acquire and use accurately a range of general academic and domain-specific words and phrases sufficient for reading, writing, speaking, and listening at the college and career readiness level. Demonstrate independence in gathering vocabulary knowledge when considering a word or phrase important to comprehension or expression.

### **READING STANDARDS FOR INFORMATIONAL TEXT RI**

9-10.3 Analyze how the author unfolds an analysis or series of ideas or events, including the order in which the points are made, how they are introduced and developed, and the connections that are drawn between them.



# **Santa Ana Unified School District**

## **STANDARDS FOR MATHEMATICAL PRACTICE**

- MP.1. Make sense of problems and persevere in solving them.
- MP.2. Reason abstractly and quantitatively.
- MP.3. Construct viable arguments and critique the reasoning of others.
- MP.4. Model with mathematics.
- MP.5. Use appropriate tools strategically.

## **CREATING EQUATIONS A-CED**

- 3. Represent constraints by equations or inequalities, and by systems of equations and/or inequalities, and interpret solutions as viable or nonviable options in a modeling context. For example, represent inequalities describing nutritional and cost constraints on combinations of different foods.

## **BUILDING FUNCTIONS F-BF**

- 1. Write a function that describes a relationship between two quantities.
  - a. Determine an explicit expression, a recursive process, or steps for calculation from a context.

## **INTERPRETING CATEGORICAL AND QUANTITATIVE DATA S-ID**

- 1. Represent data with plots on the real number line (dot plots, histograms, and box plots).
- 3. Interpret differences in shape, center, and spread in the context of the data sets, accounting for possible effects of extreme data points (outliers).

## **COMPETENCIES**

### **CONDITIONAL PROBABILITY AND THE RULES OF PROBABILITY S-CP**

- 1. Describe events as subsets of a sample space (the set of outcomes) using characteristics (or categories) of the outcomes, or as unions, intersections, or complements of other events (“or,” “and,” “not”).

### **MAKING INFERENCES AND JUSTIFYING CONCLUSIONS S-IC**

- 4. Use data from a sample survey to estimate a population mean or proportion; develop a margin of error through the use of simulation models for random sampling.

## **ANCHOR STANDARD 2: COMMUNICATIONS**

Language Standard: Acquire and use accurately general academic and domain-specific words and phrases, sufficient for reading, writing, speaking, and listening at the (career and college) readiness level. Demonstrate independence in gathering vocabulary knowledge when considering a word or phrase important to comprehension or expression.

## **ANCHOR STANDARD 3: CAREER PLANNING AND MANAGEMENT**

Speaking and Listening Standard: Integrate multiple sources of information presented in diverse formats and media (e.g., visually, quantitatively, orally) in order to make informed decisions and

## **Santa Ana Unified School District**

solve problems, evaluating the credibility and accuracy of each source and noting any discrepancies among the data.

### **ANCHOR STANDARD 4: TECHNOLOGY**

Writing Standard: Use technology, including the Internet, to produce, publish, and update individual or shared writing products in response to ongoing feedback – including new arguments and information.

### **ANCHOR STANDARD 5: PROBLEM SOLVING AND CRITICAL THINKING**

Writing Standard: Conduct short, as well as, more sustained research projects to answer a question (including a self-generated question) or solve a problem, narrow or broaden the inquiry when appropriate, synthesize multiple sources on the subject demonstrating understanding of the subject under investigation.

### **ANCHOR STANDARD 6: HEALTH AND SAFETY**

Reading Standards for Science and Technical Subjects: Determine the meaning of symbols, key words, and other domain-specific words and phrases as they are used in a specific scientific or technical context.

### **ANCHOR STANDARD 7: RESPONSIBILITY AND FLEXIBILITY**

Speaking and Listening Standard: Initiate and participate effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners, building on others ideas, and expressing their own clearly and persuasively.

### **ANCHOR STANDARD 8: ETHICS AND LEGAL RESPONSIBILITIES**

Speaking and Listening Standard: Respond thoughtfully to diverse perspectives and synthesize comments, claims, and evidence made on all sides of an issue. Resolve contradictions when possible and determine what additional information or research is required to deepen the investigation or complete the work.

## **COMPETENCIES**

### **ANCHOR STANDARD 9: LEADERSHIP AND TEAMWORK**

Speaking and Listening Standard: Work with peers to promote civil, democratic discussions and decision-making, set clear goals and deadlines, and establish individual roles as needed.

### **ANCHOR STANDARD 10: TECHNICAL KNOWLEDGE AND SKILLS**

Writing Standard: Use technology, including the Internet, to produce, publish, and update individual or shared writing products in response to ongoing feedback, including new arguments and information.

## **Santa Ana Unified School District**

### **ANCHOR STANDARD 11: DEMONSTRATION AND APPLICATION**

Demonstrate and apply the knowledge and skills contained in the industry-sector anchor standards, pathway standards, and performance indicators in the classroom, laboratory, workplace setting, and the career-technical student organization.



## **AGENDA ITEM BACKUP SHEET**

**May 26, 2015**

### **Board Meeting**

**TITLE:**                   **Approval of Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies 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 Individualized Education Programs (IEP) services for students with disabilities. These students require services that address academic, social-emotional, and other unique needs as identified in their IEPs. The IEP teams recommended placement at a nonpublic school and/or a nonpublic agency for services as necessary, pursuant to an IEP or settlement agreement.

#### **RATIONALE:**

The District is required to provide appropriate education, at no cost to parents, for all students with disabilities who reside within the District in accordance with their IEPs. If a program is not available, necessary contract services are required through a private provider.

#### **FUNDING:**

Special Education: Not to exceed \$5,615

#### **RECOMMENDATION:**

Approve the master contracts and/or individual service agreements with nonpublic schools and agencies for students with disabilities for the 2014-15 school year.



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

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**Board Meeting: May 26, 2015**

Student ID#	Amount	Master Contract and Individual Service Agreement for Nonpublic School/Agency
367981	\$4,715	Approach Learning and Assessment Center, Inc. dba Olive Crest
324195	\$900	Ocean View School





## **AGENDA ITEM BACKUP SHEET**

**May 26, 2015**

### **Board Meeting**

**TITLE:**                   **Approval of Submission of Carl D. Perkins Career and Technical Education Improvement Act of 2006 Application for Funding for 2015-16 School Year**

**ITEM:**                   **Consent**

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

**PREPARED BY:** **Don Isbell, Director, Career Technical Education/ROP**

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#### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the submission of the Carl D. Perkins Career and Technical Education Improvement Act of 2006 (Perkins IV) application for funding for the 2015-16 school year.

#### **RATIONALE:**

The District has been allocated \$506,533 for Career Technical Education (CTE) through funding from Perkins IV. The California Department of Education has granted authorization to expend the funds effective July 1, 2015 through June 30, 2016.

The focus of the grant will be to expand and enhance Science, Technology, Engineering, and Math (STEM) related college and career pathways in the engineering/product development industry sector. In addition, funds will be allocated to promote the continuous improvement of CTE programs and services through the alignment of Common Core Standards, curricula, assessments, articulation agreements, and professional development ensuring that all students have access to CTE courses and career pathways.

This course supports LCAP goal 1.7 “Expand access to math and science programs” and goal 1.8 “Increase availability of CTE and ROP courses and academies.”

#### **FUNDING:**

Carl D. Perkins Career and Technical Education Improvement Act of 2006: \$506,533

#### **RECOMMENDATION:**

Approve the submission of the Carl D. Perkins Career and Technical Education Improvement Act of 2006 application for funding for the 2015-16 school year.



## GRANT SUMMARY

Title:	Carl D. Perkins Career and Technical Education Improvement Act of 2006 Application for Funding for 2015-16 School Year
Funding Source:	Carl D. Perkins Career and Technical Education Improvement Act of 2006
Due Date:	May 2015
Contact Person:	Don Isbell, Director, Career Technical Education/ROP
Amount/Duration:	CA Department of Education will expend funds of \$506,533 from July 1, 2015 through June 30, 2016
Target Population (e.g., Grade Level/s):	Grades 9-12
Budget Impact:	Perkins IV Grant Award: \$506,533
Indirect Rate:	5.00%
Personnel Impact:	CTE administration, teachers, and classified staff are involved in the administration of the grant.
Survey Questions:	<i>None without prior District approval and parent consent</i>
<b>Grant Program Description</b>	
<p>Carl D. Perkins Career and Technical Education Improvement Act of 2006 (Perkins IV) authorizes federal funding assistance to secondary career technical education (CTE) programs for nine fiscal years beginning on July 1, 2007, and ending on June 30, 2016. As a condition of receiving these funds, eligible recipients must submit fiscal year plans that provide required descriptions and assurances related to the administration and use of the funds.</p>	
Goals/Objectives:	<p>The main goals for the 2015-16 program year includes:</p> <ul style="list-style-type: none"> <li>• Continue to expand the CTE programs of study in Engineering at both our high schools and intermediate schools.</li> <li>• Update automotive labs to meet current industry expectations and to expand options for students to receive industry recognized certifications.</li> <li>• Incorporate secondary education and postsecondary education elements in staff and curriculum development.</li> <li>• Include academic and CTE content in a coordinated, non-duplicative progression of courses in all future course development.</li> <li>• Expand opportunities for students to earn industry-recognized credentials or certificates at the postsecondary level.</li> </ul>
Activities:	Ensure that all students have access to CTE courses and career pathways through the alignment of Common Core State Standards, curricula, assessments, articulation agreements, and professional development.



**AGENDA ITEM BACKUP SHEET**  
**May 26, 2015**

**Board Meeting**

**TITLE:**                    **Ratification of Purchase Order Summary and Listing of Orders  
\$25,000 and Over for Period of April 29, 2015 through May 12, 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 April 29, 2015 through May 12, 2015.

**RATIONALE:**

The Purchase Order Summary consists of all orders created during the period of April 29, 2015 through May 12, 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 April 29, 2015 through May 12, 2015.





# Santa Ana Unified School District

Stefanie P. Phillips, Ed.D.  
*Deputy Superintendent, Operations*

Richard L. Miller, Ph.D., Superintendent

Date: May 13, 2015  
To: Richard L. Miller, Ph.D., Superintendent  
From: Stefanie P. Phillips, Ed.D., CBO, Deputy Superintendent, Operations  
Subject: Purchase Order Summary: From 29-APR-2015 through 12-MAY-2015

Fund 01 General Fund	\$3,051,963.05
Fund 12 Child Development	\$70,764.46
Fund 13 Cafeteria Fund	\$223,224.29
Fund 14 Deferred Maintenance Fund	\$35,130.08
Fund 25 Capital Facilities Fund	\$64,796.94
Fund 26 Measure G Bond	\$3,661.48
Fund 29 Measure G	\$26,572.00
Fund 35 County School Facilities Fund	\$134,663.17
Fund 40 Special Reserve Fund	\$6,676,844.87
Fund 68 Workers' Compensation	\$5,420.00
Fund 81 Property & Liability	\$38,412.87
Grand Total:	\$10,331,453.21

Prepared By: Jonathan Geiszler, Director, Purchasing and Stores

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

## BOARD OF EDUCATION

John Palacio., President • Cecilia "Ceci" Iglesias, Member Vice President  
Valerie Amezcua, Clerk • José Alfredo Hernández, J.D., Member • Rob Richardson, Member

SAUSD Board of Education Purchase Order Listing \$25,000 and Over

From 29-APR-2015 Through 12-MAY-2015

Page: 01 of 04

PO No. Vendor BOA Date

Funding	Description	Location	Amount
311110	PRIEST CONSTRUCTION SERVICES, INC.		
Fund 40 QZAB Solar	Building	CENTURY HIGH SCHOOL	\$1,024.00
Energy Savings 2012	Inspection		
Fund 40 QZAB Solar	Building	CENTURY HIGH SCHOOL	\$82,000.00
Energy Savings 2012	Inspection		
311116	NINYO & MOORE GEOTECHNICAL & ENVIROMENTAL SCIENCE		
OPSC School	Building	WILSON ELEMENTARY	\$79,818.50
Facilities Bond	Inspection	SCHOOL	
311122	BSN SPORTS		
Unrestricted	Materials &	GODINEZ FUNDAMENTAL	\$30,231.45
Discretionary	Supplies/Software	HIGH SCHOOL	
Accounts			
311367	REFRIGERATION CONTROL CO., INC.		
Child Nutrition:	Maintenance	NUTRITION SERVICES	\$84,000.00
School Programs	Contracts Repairs		
311767	WAXIE SANITARY SUPPLY		
Unrestricted	Custodial Supplies	BUILDING SERVICES	\$95,357.23
Discretionary			
Accounts			
313299	PLAYWORKS EDUCATION ENERGIZED		
IASA: Title I Basic	Sub Agreements for	DIAMOND ELEMENTARY	\$5,000.00
Grants Low Income	Services	SCHOOL	
IASA: Title I Basic	Sub Agreements for	JEFFERSON	\$5,000.00
Grants Low Income	Services	ELEMENTARY SCHOOL	
IASA: Title I Basic	Sub Agreements for	MONTE VISTA	\$5,000.00
Grants Low Income	Services	ELEMENTARY SCHOOL	
IASA: Title I Basic	Sub Agreements for	KENNEDY ELEMENTARY	\$5,000.00
Grants Low Income	Services	SCHOOL	
IASA: Title I Basic	Sub Agreements for	CARVER ELEMENTARY	\$5,000.00
Grants Low Income	Services	SCHOOL	
IASA: Title I Basic	Sub Agreements for	HEROES ELEMENTARY	\$5,000.00
Grants Low Income	Services	SCHOOL	
IASA: Title I Basic	Consultants	DIAMOND ELEMENTARY	\$25,000.00
Grants Low Income	Instructional	SCHOOL	
IASA: Title I Basic	Consultants	JEFFERSON	\$25,000.00
Grants Low Income	Instructional	ELEMENTARY SCHOOL	



SAUSD Board of Education Purchase Order Listing \$25,000 and Over

From 29-APR-2015 Through 12-MAY-2015

Page: 02 of 04

PO No. Vendor BOA Date

Funding	Description	Location	Amount
313299	PLAYWORKS EDUCATION ENERGIZED		
IASA: Title I Basic Consultants		CARVER ELEMENTARY	\$25,000.00
Grants Low Income Instructional		SCHOOL	
IASA: Title I Basic Consultants		HEROES ELEMENTARY	\$25,000.00
Grants Low Income Instructional		SCHOOL	
IASA: Title I Basic Consultant		MONTE VISTA	\$25,000.00
Grants Low Income Noninstructional		ELEMENTARY SCHOOL	
IASA: Title I Basic Consultant		KENNEDY ELEMENTARY	\$25,000.00
Grants Low Income Noninstructional		SCHOOL	
316730	GOLD STAR FOODS		
Child Nutrition: Freight-In-Donated		NUTRITION SERVICES	\$25,000.00
School Programs Food			
318155	THINK TOGETHER		
Before and Sub Agreements for		EDUCATIONAL	\$492,274.56
After School Services		SERVICES DIVISION	
Learning			
318300	SECURITY BANK OF CALIFORNIA		
Emergency Repair Building		SADDLEBACK HIGH	\$323,550.00
Program Williams Contractor		SCHOOL	
318301	R.C. CONSTRUCTION SERVICES, INC.		
Emergency Repair Building		SADDLEBACK HIGH	\$6,147,450.00
Program Williams Contractor		SCHOOL	
318366	AREY JONES EDUCATIONAL SOLUTIONS		
Unrestricted Materials &		THORPE FUNDAMENTAL	\$4,872.10
Discretionary Supplies/Software		ELEMENTARY SCHOOL	
Accounts			
IASA: Title I Basic Materials &		THORPE FUNDAMENTAL	\$40,620.40
Grants Low Income Supplies/Software		ELEMENTARY SCHOOL	
318377	AREY JONES EDUCATIONAL SOLUTIONS		
IASA: Title I Basic Materials &		VALLEY HIGH SCHOOL	\$7,594.54
Grants Low Income Supplies/Software			
IASA: Title I Basic Non Capitalized		VALLEY HIGH SCHOOL	\$25,525.46
Grants Low Income Equipment			
318386	APPLE, INC.		
IASA: Title I Basic Non Capitalized		MACARTHUR	\$30,743.00
Grants Low Income Equipment		FUNDAMENTAL	
		INTERMEDIATE SCHOOL	

SAUSD Board of Education Purchase Order Listing \$25,000 and Over

From 29-APR-2015 Through 12-MAY-2015

Page: 03 of 04

PO No.	Vendor			BOA Date
Funding	Description	Location		Amount
318532	ARROW RESTAURANT EQUIPMENT			
Child Nutrition:	Non Capitalized	NUTRITION SERVICES		\$16,934.00
School Programs	Equipment			
Child Nutrition:	Other Equipment	NUTRITION SERVICES		\$19,986.00
School Programs				
318555	APPLE, INC.			
Unrestricted	Materials &	CARVER ELEMENTARY		\$26,070.00
Discretionary	Supplies/Software	SCHOOL		
Accounts				
318556	APPLE, INC.			
Unrestricted	Non Capitalized	CENTURY HIGH SCHOOL		\$66,239.85
Discretionary	Equipment			
Accounts				
318597	AT&T DATACOMM, INC. dba AT&T DATACOMM			
OPSC School		MITCHELL CHILD		\$50,938.53
Facilities Bond		DEVELOPMENT CENTER		
318607	SILVER CREEK INDUSTRIES, INC.			
Capital Facilities		SEGERSTROM HIGH		\$63,031.00
Fund		SCHOOL		
318613	AT&T DATACOMM, INC. dba AT&T DATACOMM			
Fund 40 Valley		VALLEY HIGH SCHOOL		\$85,814.98
Sports Complex				
318646	AREY JONES EDUCATIONAL SOLUTIONS			
IASA: Title I Basic Materials &		GODINEZ FUNDAMENTAL		\$139,412.50
Grants Low Income	Supplies/Software	HIGH SCHOOL		
318650	AREY JONES EDUCATIONAL SOLUTIONS			
NCLB: Title I,	Materials &	VALLEY HIGH SCHOOL		\$44,025.00
School Improvement	Supplies/Software			
Grant QEIA				
318656	AREY JONES EDUCATIONAL SOLUTIONS			
Unrestricted	Materials &	CENTURY HIGH SCHOOL		\$24,807.00
Discretionary	Supplies/Software			
Accounts				
Unrestricted	Non Capitalized	CENTURY HIGH SCHOOL		\$57,063.30
Discretionary	Equipment			
Accounts				

## SAUSD Board of Education Purchase Order Listing \$25,000 and Over

From 29-APR-2015 Through 12-MAY-2015

Page: 04 of 04

PO No. Vendor

BOA Date

Funding	Description	Location	Amount
318744 AREY JONES	EDUCATIONAL SOLUTIONS		
Unrestricted	Non Capitalized	REGIONAL	\$33,709.00
Regional	Equipment	OCCUPATIONAL	
Occupational		PROGRAM	
Centers			
Carl D Perkins	Non Capitalized	VOCATIONAL	\$18,151.00
Section 131 Career	Equipment	EDUCATION	
and Technical Ed.			
318767 AREY JONES	EDUCATIONAL SOLUTIONS		
Unrestricted	Materials &	FRANKLIN ELEMENTARY	\$29,350.00
Discretionary	Supplies/Software	SCHOOL	
Accounts			
IASA: Title I Basic	Materials &	FRANKLIN ELEMENTARY	\$23,480.00
Grants Low Income	Supplies/Software	SCHOOL	
318778 AREY JONES	EDUCATIONAL SOLUTIONS		
LCFF	Materials &	TECHNOLOGY	\$41,090.00
Supplemental/	Supplies/Software		
Concentration			
318910 E.A.P. TECHNOLOGY, INC.			
Unrestricted	Replacement of	TECHNOLOGY	\$81,250.00
Discretionary	Equipment	INNOVATION SERVICES	
Accounts			



**AGENDA ITEM BACKUP SHEET**  
**May 26, 2015**

**Board Meeting**

**TITLE:** Ratification of Expenditure Summary and Warrant Listing for Period of April 29, 2015 through May 12, 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 April 29, 2015 through May 12, 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 April 29, 2015 through May 12, 2015.





# Santa Ana Unified School District

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

**Richard L. Miller, Ph.D., Superintendent**

Date: May 12, 2015

To: Richard L. Miller, Ph.D., Superintendent

From: Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations

Subject: Expenditures Summary: From 29-APR-2015 through 12-MAY-2015

Fund 01 General Fund	\$5,840,882.51
Fund 12 Child Development	\$3,385.70
Fund 13 Cafeteria Fund	\$431,272.25
Fund 14 Deferred Maintenance Fund	\$88,248.47
Fund 25 Capital Facilities Fund	\$12,892.15
Fund 26 Measure G Bond	\$756.00
Fund 29 Measure G	\$299,557.17
Fund 35 County School Facilities Fund	\$893,872.91
Fund 40 Special Reserve Fund	\$2,629,400.01
Fund 68 Workers' Compensation	\$19,330.96
Fund 69 Health & Welfare	\$1,887,242.06
Fund 81 Property & Liability	\$48,484.03
Total Expenditures:	\$12,155,324.22

Prepared By: Christeen Betz, Director, Accounting

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

## BOARD OF EDUCATION

John Palacio, President • Cecilia "Ceci" Iglesias, Vice President  
Valerie Amezcua, Clerk • José Alfredo Hernández, J.D., Member • Rob Richardson, Member

# SAUSD Board of Education Warrant Listing

April 29, 2015

Page 1 of 5

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>Fund 01 General Fund</b>			
84205833	<b>ORANGE COUNTY DEPARTMENT OF EDUCATION</b>		<b>\$86,588.23</b>
	Special Ed: Mental Health Services	PUPIL SUPPORT SERVICES	
84205834	<b>ORANGE COUNTY HIGH SCHOOL OF THE ARTS</b>		<b>\$96,216.92</b>
	Special Education	SPECIAL EDUCATION	
84205841	<b>THINK TOGETHER</b>		<b>\$492,274.56</b>
	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	EDUCATIONAL SERVICES DIVISION	
84205843	<b>UNIVERSITY OF SOUTHERN CALIFORNIA</b>		<b>\$39,219.71</b>
	ASCIP Risk Control STAT (Simulation for Threat Assessment Training)	RISK MANAGEMENT	
84205850	<b>APPLE, INC.</b>		<b>\$61,675.21</b>
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARVER ELEMENTARY SCHOOL	
		CHAVEZ CONTINUATION HIGH SCHOOL	
	Special Education	SPECIAL EDUCATION	
	Unrestricted Discretionary Accounts	DIAMOND ELEMENTARY SCHOOL	
		THORPE FUNDAMENTAL ELEMENTARY SCHOOL	
84205851	<b>APPROACH LEARNING AND ASSESSMENT CENTER, INC.</b>		<b>\$27,401.00</b>
	Special Education	SPECIAL EDUCATION	



# SAUSD Board of Education Warrant Listing

April 29, 2015

Page 2 of 5

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84205852	<b>AREY JONES EDUCATIONAL SOLUTIONS</b>		\$1,628,129.44
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	ADAMS ELEMENTARY SCHOOL	
		GODINEZ FUNDAMENTAL HIGH SCHOOL	
		VALLEY HIGH SCHOOL	
	Medi-Cal Billing Option	PUPIL SUPPORT SERVICES	
	NCLB: Title I, School Improvement Grant QEIA	VALLEY HIGH SCHOOL	
	Special Education	SPECIAL EDUCATION	
	Unrestricted Discretionary Accounts	PUPIL SUPPORT SERVICES	
		VALLEY HIGH SCHOOL	
	Unrestricted One-time Funds	DISTRICT-WIDE	
		SECONDARY DIVISION	
84205858	<b>GOVCONNECTION</b>		\$42,484.13
	Fund 01 General Fund	PUBLICATIONS	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SADDLEBACK HIGH SCHOOL	
	Unrestricted Discretionary Accounts	BUDGET	
		EMPLOYEE BENEFITS ADMINISTRATION	
		PUPIL SUPPORT SERVICES	
		PURCHASING DEPARTMENT	
		RESEARCH AND EVALUATION	
		SCHOOL POLICE SERVICES	
		VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	
	Unrestricted One-time Funds	DISTRICTWIDE	
84205946	<b>UNISOURCE WORLDWIDE, INC.</b>		\$63,694.87
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
		PUBLICATIONS	
		WAREHOUSE AND DELIVERY	

# SAUSD Board of Education Warrant Listing

April 29, 2015

Page 3 of 5

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84205962	<b>DURHAM SCHOOL SERVICES, L.P.</b> IASA: Title I Basic Grants Low-Income and Neglected, Part A Pupil Transportation (7230/7240) Unrestricted Discretionary Accounts	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL TRANSPORTATION DEPARTMENT CARVER ELEMENTARY SCHOOL PUPIL SUPPORT SERVICES	\$872,123.78
84205985	<b>PARADIGM HEALTHCARE SERVICES</b> Medi-Cal Billing Option	PUPIL SUPPORT SERVICES	\$25,269.71
84205997	<b>WARE DISPOSAL, INC.</b> Unrestricted Discretionary Accounts	DISTRICTWIDE	\$28,725.03
84205817	<b>SOUTHERN CALIFORNIA EDISON</b> Unrestricted Discretionary Accounts	DISTRICTWIDE	\$28,444.09

## Fund 13 Cafeteria Fund

84206017	<b>A &amp; R WHOLESALE DISTRIBUTORS</b> Child Nutrition: School Programs	NUTRITION SERVICES	\$41,748.99
84206015	<b>A &amp; R WHOLESALE DISTRIBUTORS</b> Child Nutrition: School Programs	NUTRITION SERVICES	\$76,224.02
84206022	<b>GOLD STAR FOODS</b> Child Nutrition: School Programs	NUTRITION SERVICES	\$27,369.07
84206024	<b>GOLD STAR FOODS</b> Child Nutrition: School Programs	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL NUTRITION SERVICES	\$28,776.46
84206013	<b>A &amp; R WHOLESALE DISTRIBUTORS</b> Child Nutrition: School Programs	NUTRITION SERVICES	\$45,361.11

## Fund 14 Deferred Maintenance Fund

84206046	<b>WESTERN WATERPROOFING COMPANY, INC.</b> Fund 14 Deferred Maintenance Fund	BUILDING SERVICES	\$25,400.00
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# SAUSD Board of Education Warrant Listing

April 29, 2015

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>Fund 29 Measure G</b>			
84206058	VIRCO, INC. Fund 29 Measure G Series E	FRANKLIN ELEMENTARY SCHOOL  KING ELEMENTARY SCHOOL	\$176,244.76
<b>Fund 35 County School Facilities Fund</b>			
84206060	COUTS HEATING & COOLING, INC. Fund 35 OPSC School Facilities Bond Projects	MITCHELL CHILD DEVELOPMENT CENTER	\$171,663.00
84206061	CUYAMACA CONST., INC. Fund 35 OPSC School Facilities Bond Projects	MITCHELL CHILD DEVELOPMENT CENTER	\$53,529.65
84206062	FREMONT MILLWORK COMPANY Fund 35 OPSC School Facilities Bond Projects	MITCHELL CHILD DEVELOPMENT CENTER	\$41,417.72
84206063	HORIZONS CONSTRUCTION CO. INT'L, INC. Fund 35 OPSC School Facilities Bond Projects	WILSON ELEMENTARY SCHOOL	\$114,230.25
84206064	HORIZONS CONSTRUCTION CO. INT'L, INC. Fund 35 OPSC School Facilities Bond Projects	WILSON ELEMENTARY SCHOOL	\$307,303.14
84206065	INLAND BUILDING CONTRUCTION Fund 35 OPSC School Facilities Bond Projects-Second Issuance	WILSON ELEMENTARY SCHOOL	\$30,279.30
<b>Fund 40 Special Reserve Fund</b>			
84206071	KYA SERVICES, LLC Fund 40 Valley Sports Complex	VALLEY HIGH SCHOOL	\$1,472,466.47

# SAUSD Board of Education Warrant Listing

April 29, 2015

Page 5 of 5

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>Fund 69 Health &amp; Welfare</b>			
<b>84206080</b>	<b>VISION SERVICE PLAN</b>		<b>\$36,886.10</b>
	Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
<b>84206077</b>	<b>DELTA DENTAL INSURANCE COMPANY</b>		<b>\$46,815.80</b>
	Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
<b>84206078</b>	<b>KAISER FOUNDATION HEALTH PLAN</b>		<b>\$1,380,491.68</b>
	Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
<b>Grand Total:</b>			<b>\$7,568,454.20</b>

# SAUSD Board of Education Warrant Listing

May 06, 2015

Page 1 of 4

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>Fund 01 General Fund</b>			
84206124	<b>AREY JONES EDUCATIONAL SOLUTIONS</b>		<b>\$38,277.74</b>
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	REMINGTON ELEMENTARY SCHOOL	
	Unrestricted Discretionary Accounts	ACCOUNTING DEPARTMENT	
		DAVIS ELEMENTARY SCHOOL	
		PURCHASING DEPARTMENT	
		SEPULVEDA ELEMENTARY SCHOOL	
84206084	<b>EL SOL SCIENCE AND ARTS ACADEMY</b>		<b>\$124,649.00</b>
	Fund 01 General Fund	CASH ACCOUNT	
84206086	<b>NOVA ACADEMY EARLY COLLEGE HIGH SCHOOL</b>		<b>\$41,833.00</b>
	Fund 01 General Fund	CASH ACCOUNT	
84206087	<b>ORANGE COUNTY EDUCATIONAL ARTS ACADEMY</b>		<b>\$70,766.00</b>
	Fund 01 General Fund	CASH ACCOUNT	
84206088	<b>ORANGE COUNTY HIGH SCHOOL OF THE ARTS</b>		<b>\$234,588.00</b>
	Fund 01 General Fund	CASH ACCOUNT	
84206089	<b>SOUTHERN CALIFORNIA EDISON</b>		<b>\$389,817.13</b>
	Head Start	CHILD DEVELOPMENT	
	Unrestricted Discretionary Accounts	DISTRICTWIDE	
84206090	<b>AMPE, INC.</b>		<b>\$28,400.00</b>
	California Clean Energy Jobs Act (Prop 39)	SEPULVEDA ELEMENTARY SCHOOL	
		WALKER ELEMENTARY SCHOOL	
		WILSON ELEMENTARY SCHOOL	
84206091	<b>CAL PERS SAFETY</b>		<b>\$68,897.49</b>
	Fund 01 General Fund	DISTRICT EMPLOYEE BENEFITS	

# SAUSD Board of Education Warrant Listing

May 06, 2015

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84206111	<b>REVOLVING CASH FUND</b>		<b>\$42,926.78</b>
	Fund 01 General Fund	CASH ACCOUNT	
		HUMAN RESOURCES DIVISION	
	Fundraiser (Non ASB-PTA Deposits)	WALKER ELEMENTARY SCHOOL	
	Head Start	CHILD DEVELOPMENT	
	S.D. Bechtel, Jr. Foundation	STAFF DEVELOPMENT	
	Unrestricted Discretionary Accounts	ACCOUNTING DEPARTMENT	
		CENTURY HIGH SCHOOL	
		DISTRICTWIDE	
		GODINEZ FUNDAMENTAL HIGH SCHOOL	
		SADDLEBACK HIGH SCHOOL	
		SCHOOL POLICE SERVICES	
		SEGERSTROM HIGH SCHOOL	
		VALLEY HIGH SCHOOL	
		WAREHOUSE AND DELIVERY	
84206083	<b>EDWARD B. COLE, SR. ACADEMY</b>		<b>\$53,133.00</b>
	Fund 01 General Fund	CASH ACCOUNT	
84206123	<b>APPLE, INC.</b>		<b>\$35,395.29</b>
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	HENINGER ELEMENTARY SCHOOL	
		SUMMER SCHOOL	
	Medi-Cal Billing Option	SPEECH & LANGUAGE	
	Special Ed: IDEA Early Intervention Grants	MITCHELL CHILD DEVELOPMENT CENTER	
	Special Education	SPECIAL EDUCATION	
	Unrestricted - Regional Occupational Centers/Program (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	
	Unrestricted Discretionary Accounts	DIAMOND ELEMENTARY SCHOOL	
		SANTA ANA HIGH SCHOOL	
		WAREHOUSE AND DELIVERY	

# SAUSD Board of Education Warrant Listing

May 06, 2015

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84206125	AT&T DATACOMM, INC. dba AT&T DATACOMM Common Core State Standards (CCSS) E-Rate	EDUCATIONAL SERVICES DIVISION DISTRICTWIDE	\$298,903.19
84206121	XEROX CORPORATION Unrestricted Discretionary Accounts	DISTRICTWIDE	\$205,491.64

## Fund 13 Cafeteria Fund

84206280	GOLD STAR FOODS Child Nutrition: School Programs	NUTRITION SERVICES	\$42,099.72
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## Fund 29 Measure G

84206311	PJHM ARCHITECTS, INC. Fund 29 Measure G Series E	FRANKLIN ELEMENTARY SCHOOL KING ELEMENTARY SCHOOL	\$46,448.54
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## Fund 35 County School Facilities Fund

84206314	BALFOUR BEATTY CONSTRUCTION Fund 35 OPSC School Facilities Bond Projects	MITCHELL CHILD DEVELOPMENT CENTER	\$43,529.88
84206316	NEXUS IS, INC. Fund 35 OPSC School Facilities Bond Projects	KING ELEMENTARY SCHOOL	\$78,953.70

# SAUSD Board of Education Warrant Listing

May 06, 2015

Page 4 of 4

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>Fund 40 Special Reserve Fund</b>			
84206326	PCM3, INC. Emergency Repair Program-Williams Case	LATHROP INTERMEDIATE SCHOOL LINCOLN ELEMENTARY SCHOOL MARTIN ELEMENTARY SCHOOL REMINGTON ELEMENTARY SCHOOL ROOSEVELT ELEMENTARY SCHOOL SADDLEBACK HIGH SCHOOL SPURGEON INTERMEDIATE SCHOOL WILLARD INTERMEDIATE SCHOOL	\$115,763.37
84206321	GHATAODE BANNON ARCHITECTS, LLP Emergency Repair Program-Williams Case Fund 40 Valley Sports Complex Fund 40 Special Reserve Fund	SADDLEBACK HIGH SCHOOL VALLEY HIGH SCHOOL EDISON ELEMENTARY SCHOOL SADDLEBACK HIGH SCHOOL VALLEY HIGH SCHOOL	\$37,359.56
84206324	MUSCO SPORTS LIGHTING, LLC Fund 40 Valley Sports Complex	VALLEY HIGH SCHOOL	\$934,761.60
<b>Fund 69 Health &amp; Welfare</b>			
84206331	ALAMEDA COUNTY SCHOOLS INSURANCE GROUP (ACSIG) Health & Welfare - Active Employees Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS DISTRICT EMPLOYEE BENEFITS	\$404,262.50
<b>Fund 81 Property &amp; Liability</b>			
84206334	SANTA ANA UNIFIED SCHOOL DISTRICT Fund 81 Property & Liability	RISK MANAGEMENT	\$38,984.03
<b>Grand Total:</b>			<b>\$3,375,241.16</b>



**AGENDA ITEM BACKUP SHEET**  
**May 26, 2015**

**Board Meeting**

**TITLE:** Acknowledgement of Receipt of Orange County School of the Arts  
Charter School Charter Renewal Petition

**ITEM:** Consent

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

**PREPARED BY:** Mavis Mitchell, Charter Schools Financial Coordinator

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to acknowledge formal receipt of the Orange County School of the Arts (OCSA) Charter Renewal Petition delivered on Tuesday, May 5, 2015. The five year term of the current charter petition expires June 30, 2015.

**RATIONALE:**

The District is required to comply with California Education Code Section 47605(b) to hold a public hearing on the provisions of a submitted charter petition within 30 days of receipt of the petition. In order to facilitate the setting of the required public hearing and uniformly establish the parameters of the statutory timeline, submitted charter petitions are defined as and deemed received after action has been taken by the Board of Education to formally do so.

Recorded action taken at a regular meeting of the Board of Education effectively acknowledges and documents the date of receipt as the date of the action and thereby establishes the parameters of the statutory timeline and facilitates the setting of the required public hearing date.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Acknowledge receipt of the Orange County School of the Arts Charter School Charter Renewal Petition as of the date of the regular meeting of the Board of Education on May 12, 2015.



**AGENDA ITEM BACKUP SHEET**  
**May 26, 2015**

**Board Meeting**

**TITLE:** Adoption of Resolution No. 14/15-3059 – Authorization of Board Member's Absence from Board Meeting

**ITEM:** Consent

**SUBMITTED BY:** Rick Miller, Ph.D., Superintendent

**PREPARED BY:** Rick Miller, Ph.D., Superintendent

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board adoption of Resolution No. 14/15-3059 authorizing the absences of Board member Valerie Amezcua at Regular meeting of May 12, 2015, from which she was absent.

**RATIONALE:**

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

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Adopt Resolution No. 14/15-3059 – Authorizing the absence of Ms. Valerie Amezcua from the Regular Board Meeting of May 12, 2015.

RM/cg



RESOLUTION NO. 14/15-3059

BOARD OF EDUCATION

SANTA ANA UNIFIED SCHOOL DISTRICT

ORANGE COUNTY, CALIFORNIA

Certification of a Board Member's Absence from Board Meeting

Valerie Amezcua

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

**WHEREAS**, The Board of Education does find that Board Member Valerie Amezcua was absent from Board meeting on May 12, 2015.

**NOW, THEREFORE, BE IT RESOLVED:** That the Board of Education authorizes payments for Board Member Amezcua for the Regular meeting of May 26, 2015, from which she was absent.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

STATE OF CALIFORNIA)

) SS:

COUNTY OF ORANGE )

/ / /

1 I, Richard L. Miller, Secretary to 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 properly noticed and held on the 26<sup>th</sup> day of May 2015 and passed by a  
5 vote of \_\_\_\_\_ of said Board.

6 IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of May, 2015.  
7

8 \_\_\_\_\_  
9 Richard L. Miller, Ph.D.  
10 Secretary Board of Education of the  
11 Santa Ana Unified School District  
12  
13  
14  
15  
16  
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**AGENDA ITEM BACKUP SHEET**  
**May 26, 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 - May 26, 2015

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>RETIREMENTS</b>					
Fraser, Cort	Teacher	Saddleback	June 19, 2015		Retirement - 13 years
Sawyer, Deborah	ELD Coordinator	Santa Ana	June 30, 2015		Retirement - 39 years
<b>EXTENSION ON LEAVE (21 duty days or more) - Without Pay and Without Benefits</b>					
Enache, Giselle	Teacher	Esqueda	August 27, 2015	June 17, 2016	Child Care
Hendricks, Laurie	Teacher	Segerstrom	August 27, 2015	June 17, 2016	Personal
Hishiki, Ella	Speech and Language Pathologist	Speech Department	August 27, 2015	June 17, 2016	Child Care
Stults-Cuamatzi, Nicole	Teacher	Santa Ana	August 27, 2015	June 17, 2016	Professional Growth
<b>39-MONTH REEMPLOYMENT</b>					
Kerley, Meghan	Teacher	Jefferson	May 14, 2015	August 14, 2018	
<b>DEPARTMENT CHAIR 2014-15</b>					
Peterson, Erik		Santiago	2014-15		AVID

**Personnel Calendar**  
**Board Meeting - May 26, 2015**  
**CERTIFICATED PERSONNEL CALENDAR**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>STIPEND 2014-15</b>					
Peterson, Erik		Santiago	2014-15		AVID Coordinator
<b>SPRING SPORTS 2014-15</b>					
Echaves, Michael	Head Coach	Godinez	2014-15		Football
Espinoza, Emilio	Assistant Coach	Godinez	2014-15		Football
Pola, Kevin	Assistant Coach	Godinez	2014-15		Football
Watts, Matthew	Assistant Coach	Godinez	2014-15		Football
<b>ADMINISTRATIVE TRANSFERS</b>					
Bautista, Herminio	Assistant Principal	Muir	July 1, 2015		From Assistant Principal at Taft Elementary School to Assistant Principal at Muir Elementary School
Callaway, Katrina	Assistant Principal	Saddleback	July 1, 2015		From Assistant Principal at Segerstrom High School to Assistant Principal at Saddleback High School

**Personnel Calendar**                      **CERTIFICATED PERSONNEL CALENDAR**  
**Board Meeting - May 26, 2015**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>ADMINISTRATIVE TRANSFERS (Continued)</b>					
Clearwater, Diana	Assistant Principal	Madison	July 1, 2015		From Assistant Principal at Greenville Elementary School to Assistant Principal at Madison Elementary School
De La Mora, Moises	Assistant Principal	Segerstrom	July 1, 2015		From Assistant Principal at Saddleback High School to Assistant Principal at Segerstrom High School
Duran, Fernando	Principal	Jefferson	July 1, 2015		From Principal at Washington Elementary School to Principal at Jefferson Elementary School

Personnel Calendar  
Board Meeting - May 26, 2015

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>ADMINISTRATIVE TRANSFERS (Continued)</b>					
Gonzales-Solomon, Lisa	Principal	Madison	July 1, 2015		From Principal at Lowell Elementary School to Principal at Madison Elementary School
Gonzalez, Ana L.	Principal	Sepulveda	July 1, 2015		From Principal at Madison Elementary School to Principal at Sepulveda Elementary School
Gonzalez-Perez, Miriam	Assistant Principal	Jackson	July 1, 2015		From Assistant Principal at Madison Elementary School to Assistant Principal at Jackson Elementary School

Personnel Calendar  
Board Meeting - May 26, 2015

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>ADMINISTRATIVE TRANSFERS (Continued)</b>					
Green, Sheila	Assistant Principal	Kennedy	July 1, 2015		From Assistant Principal at Jefferson Elementary School to Assistant Principal at Kennedy Elementary School
Harper, Anne	Assistant Principal	Century	July 1, 2015		From Assistant Principal at Willard Intermediate School to Assistant Principal at Century High School
Moreno, Gabriel	Assistant Principal	Seegerstrom	July 1, 2015		From Assistant Principal at Valley High School to Assistant Principal at Seegerstrom High School

**Personnel Calendar**  
**Board Meeting - May 26, 2015**  
**CERTIFICATED PERSONNEL CALENDAR**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>ADMINISTRATIVE TRANSFERS (Continued)</b>					
Peronto, Cynthia	Assistant Principal	Segerstrom	July 1, 2015		From Assistant Principal at Century High School to Assistant Principal at Segerstrom High School
Rivero, Virginia	Assistant Principal	Greenville	July 1, 2015		From Assistant Principal at Jackson Elementary School to Assistant Principal at Greenville Elementary School
Tonai, Kevin	Assistant Principal	Century	July 1, 2015		From Assistant Principal at Godinez High School to Assistant Principal at Century High School
Troup, Mary	Assistant Principal	Taft	July 1, 2015		From Assistant Principal at Muir Elementary School to Assistant Principal at Taft Elementary School

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

# CERTIFICATED PERSONNEL CALENDAR

[illegible]

**AGENDA ITEM REQUESTS  
CERTIFICATED  
2014-15**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
CTE Model Curriculum Standards Alignment	CTE/ROP	Perkins IV Career and Technical Education	\$9,910	August 27, 2015
Elementary Division Kindergarten Assessment Administration	Educational Services	Title I - Professional Development	\$49,510	May 27, 2015
Extra Duty - Certificated Staff	English Learner Programs & Student Achievement	LCAP	\$15,000	July 1, 2015
Extra Help Pre-School Certificated Teachers	English Learner Programs & Student Achievement	Title I	\$1,000	July 1, 2015
Intramural Sports Program - Intermediate	Esquda	General Funds	\$15,000	May 27, 2015
IPT Testing Certificated	English Learner Programs & Student Achievement	Title III	\$7,000	October 1, 2015
Nurse - Extra Help	English Learner Programs & Student Achievement	Title I	\$500	July 1, 2015
Parent Partnership Conference (Ratification)	Saddleback	Title I	\$1,000	May 13, 2015
Preparation Period For ESY	Special Education	Special Education	\$10,000	June 22, 2015
ROP Professional Development	ROP	Perkins IV Career and Technical Education	\$15,843	July 1, 2015
Stipend For Speech And Language Pathologists (SLP) (Ratification)	Special Education	Special Education	\$35,500	August 27, 2014

**Board Meeting  
May 26, 2015**



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# CLASSIFIED PERSONNEL CALENDAR

## Personnel Calendar

### Board Meeting - May 26, 2015

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>RESIGNATIONS</b>						
Belem, Jessica	Licensed Vocational Nurse	PSS	March 30, 2015			Personal - 3 months
Chavez, Zaira	Preschool Teacher	Washington	April 30, 2015			Personal - 9 years, 5 months
Cortes, Krystal	After School IP	Walker	May 8, 2015			Personal - 2 months
Hooyman, Gnanamani	After School IP	Spurgeon	May 19, 2015			Personal - 5 months
Macias, Susana	After School IP	Fremont	May 5, 2015			Personal - 5 months
Surritt, Sabrina	Head Start Teacher	Child Dev.	March 18, 2015			Personal 6 months
Vecchio, Bonita	Instr. Asst. Sev. Dis.	Adams	May 6, 2015			Personal 2 years, 6 months
Wold, Peter Anthony	Exec. Dir. of Business Operations	Business Svcs.	May 17, 2015			Personal 7 years, 7 months
<b>ABSENCE ( 3 to 20 duty days) - Without Pay</b>						
Bruhl, Karla	Preschool Teacher	ECE	March 20, 2015	April 17, 2015		Correction of date
<b>LEAVES (21 duty days or more) - Without Pay</b>						
Berryhill, Eva Cindi	Attendance Tech.	Villa	August 1, 2015	June 30, 2016		Personal

# CLASSIFIED PERSONNEL CALENDAR

## Personnel Calendar

Board Meeting - May 26, 2015

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>LEAVES (21 duty days or more) - Without Pay (Continuation)</b>						
Sterck, Jillian	Fd. Svc. Spvr. Int.	Willard	May 13, 2015	May 13, 2016		Personal
<b>PROBATIONARY APPOINTMENTS</b>						
Bautista, Cecilia	Fd. Svc. Wkr.	Villa	May 27, 2015		11/1	
Carrillo, Claudia	Site Clerk	King	May 13, 2015		24/1	
Castro, Isis	SSP Sp. Ed.	Willard	May 11, 2015		19/1	
De La Paz Hernandez, David	Fd. Svc. Wkr.	Jackson	May 27, 2015		11/1	
Espidio Oliman, Sergio	Fd. Svc. Wkr.	Sierra	May 27, 2015		11/1	
Fuentes, Jeannette	Fd. Svc. Wkr.	Villa	May 27, 2015		11/1	
Navarro, Armida	Library Media Tech.	Romero-Cruz	May 27, 2015		25/1	
Reeves, Ronann	Site Coordinator	After School Programs	May 27, 2015		\$25	
Rodriguez, Roselia	Department Specialist	K-12 Curriculum Instr./Staff Dev.	May 27, 2015		28/1	
Ruiz, Jazmine	SSP Sp. Ed.	Adams	April 29, 2015		19/1	
Santamaria, Roberto	SSP Sp. Ed.	Century	May 7, 2015		19/1	

# CLASSIFIED PERSONNEL CALENDAR

## Personnel Calendar

### Board Meeting - May 26, 2015

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>PROMOTIONAL APPOINTMENTS</b>						
Carrillo, Arnold	Delivery Driver	Nutrition Svcs.	May 27, 2015		24/1	
Flaherty, Ronald	Offset Printer II	Publications Dept.	May 13, 2015		30/1	
Mata, Lucia	Autism Paraprofessional	Mitchell	April 20, 2015		24/1	
Rios, Mayra	Site Coordinator	After School Program	May 27, 2015		\$25	
<b>REAPPOINTMENTS</b>						
Godinez, Jorge	Account Tech.	Accounting Dept.	May 27, 2015		32/6	
Serrano, Maria	Head Start Teacher	Child Dev.	May 11, 2015		IIIC/8	
<b>REASSIGNMENT (Change of School Site)</b>						
Romero, Elizabeth	Site Clerk	Carr	May 18, 2015		24/2	
<b>ADJUSTMENT OF WORKING HOURS</b>						
Anaya, Stephanie	Fd. Svc. Wkr.	Century	May 27, 2015		11/2	From 3.5 to 6.5 hours

# **CLASSIFIED PERSONNEL CALENDAR**

## **Personnel Calendar**

**Board Meeting - May 26, 2015**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>ADJUSTMENT OF WORKING HOURS (Continuation)</b>						
	Interpreter/Translator Sp. Ed.	Special Ed.	April 14, 2015		34/3	From 10 months, 6 hours to 12 months 8 hours
Cuevas-Vite, Edith						
	Interpreter/Translator Sp. Ed.	Special Ed.	April 14, 2015		34/3	From 10 months, 6 hours to 12 months 8 hours
Guillen, Miguel						
<b>TEMPORARY ASSIGNMENTS - Out of Class Compensation</b>						
		Nutrition Svc.	May 7, 2015	May 29, 2015	27/1	
Alvarado, Angelica	Fd. Svc. Spvr. Int.					
		Nutrition Svc.	May 1, 2015	May 13, 2015	13/6	
Alvarado, Angelica	Sr. Fd. Svc. Wkr.					
		Nutrition Svc.	May 1, 2015	June 18, 2015	15/3	
Anaya, Liliana	Fd. Svc. Spvr. Elem.					
		Nutrition Svc.	May 1, 2015	June 18, 2015	15/2	
Angel Felix, Wendi	Fd. Svc. Spvr. Elem.					
	Plant Custodian Elem.	Bldg. Svcs.	April 13, 2015	April 17, 2015	28/1	
Bazurto, Bobby		Bldg. Svcs.	April 30, 2015	June 30, 2015	36/5	
Carter, Steve	Plumber II					
		Nutrition Svc.	May 1, 2015	May 10, 2015	13/6	
Cervantes, Rosalba	Sr. Fd. Svc. Wkr.					

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

# **CLASSIFIED PERSONNEL CALENDAR**

## **Personnel Calendar**

**Board Meeting - May 26, 2015**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>TEMPORARY ASSIGNMENTS - Out of Class Compensation (Continuation)</b>						
Cobin de Rubio, Margarita	Fd. Svc. Spvr. Elem.	Nutrition Svcs.	May 1, 2015	June 18, 2015	15/6	
Espidio, Martha	Sr. Fd. Svc. Wkr.	Nutrition Svcs.	April 16, 2015	May 7, 2015	13/6	
Gonzalez, Maria	Sr. Fd. Svc. Wkr.	Nutrition Svcs.	April 23, 2015	May 13, 2015	13/6	
Guerrero, Elizabeth	Sr. Fd. Svc. Wkr.	Nutrition Svcs.	April 20, 2015	April 28, 2015	13/6	
Guerrero, Elizabeth	Sr. Fd. Svc. Wkr.	Nutrition Svcs.	May 1, 2015	June 18, 2015	13/6	
Hernandez, Maribel	Site Clerk	Spurgeon	April 20, 2015	June 9, 2015	24/3 + Bil.	
Jimenez, Paulion	Plant Custodian Int.	Bldg. Svcs.	April 27, 2015	April 29, 2015	32/3	
Lopez, Ana	Fd. Svc. Spvr. Int.	Nutrition Svcs.	May 12, 2015	May 20, 2015	27/1	
Martinez, Lobelia	Fd. Svc. Spvr. Elem.	Nutrition Svcs.	May 1, 2015	June 18, 2015	15/2	
Mendoza, Angel	User Svcs. Analyst I	Nutrition Svcs.	May 4, 2015	June 30, 2015	48/5	
Mojica, Rita	Sr. Fd. Svc. Wkr.	Nutrition Svcs.	May 8, 2015	May 28, 2015	13/6	
Najera, Marisela	Comm. Family Outreach Liaison	Santa Ana	May 21, 2015	June 30, 2015	36/2	
Prado, Alejandro	Plant Custodian Int.	Bldg. Svcs.	March 30, 2015	April 3, 2015	32/1	
Quiroz, Karina	SELPA Secretary	Special Ed.	May 1, 2015	May 15, 2015	32/4 + Bil.	

# CLASSIFIED PERSONNEL CALENDAR

## Personnel Calendar

Board Meeting - May 26, 2015

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>TEMPORARY ASSIGNMENTS - Out of Class Compensation (Continuation)</b>						
Rosales, Erica	Fd. Svc. Spvr. Elem.	Nutrition Svcs.	May 1, 2015	June 18, 2015	15/6	
Rubio, Priscilla	Fd. Svc. Spvr. Elem.	Nutrition Svcs.	May 1, 2015	June 18, 2015	15/2	
Sanchez, Cesar	Fd. Svc. Spvr. Int.	Nutrition Svcs.	May 1, 2015	May 12, 2015	27/2	
Sanchez-Miranda, Yvette	Executive Secretary	Facilities Dept.	March 24, 2015	May 19, 2015	33/1	
Tamasese, Travis	Executive Assistant	Supt's Office	May 18, 2015	June 11, 2015	41/4	
Viramontes, Esteban	Plumber I	Bldg. Svcs.	April 30, 2015	June 30, 2015	30/5	
<b>ACTIVITY SUPERVISORS</b>						
Acosta, Alexis	Activity Supervisor	Santa Ana	May 11, 2015		10/1	
Aguilar, Aurea	Activity Supervisor	Wilson	May 8, 2015		10/1	
Aguirre, Carmen	Activity Supervisor	King	May 8, 2015		10/1	
Hernandez, Margarita	Activity Supervisor	King	May 8, 2015		10/1	
Juarez, Sara	Activity Supervisor	Lincoln	May 11, 2015		10/1	
Laris Laris, Maria	Activity Supervisor	Walker	May 8, 2015		10/1	
Lupian, Josefina	Activity Supervisor	Walker	May 8, 2015		10/1	
Maciel, Alejandro	Activity Supervisor	Lincoln	May 8, 2015		10/1	
Valenzuela Reyes, Rosa	Activity Supervisor	Davis	May 8, 2015		10/1	

# CLASSIFIED PERSONNEL CALENDAR

## Personnel Calendar

Board Meeting - May 26, 2015

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>SHORT TERM</b>						
Grubbs, Juanita	Data Entry Tech.	ECE	July 13, 2015	July 31, 2015	26/6	Clerical Extra Help
<b>SUBSTITUTES</b>						
Guerrero, Adriana	Clerical		April 29, 2015		20/1	
Guerrero, Adriana	Instructional Asst.		April 29, 2015		19/1	
Lachino, Cristina	Food Service Wkr.		May 4, 2015		11/1	
Melendrez Vazquez, Isamar	Instructional Asst.		March 2, 2015		19/1	
<b>ATHLETIC SPECIALIST</b>						
Alaman Jr., Alvin	Asst. Track Coach	Godinez	February 16, 2015		\$20.37	
Alaman Jr., Alvin	Asst. Football Coach (Spring)	Godinez	June 1, 2015		\$25.47	
Albert, Martin	Asst. Track Coach	Segerstrom	February 16, 2015		\$20.37	
Albert, Martin	Asst. Football Coach (Spring)	Segerstrom	June 1, 2015		\$25.47	
Amezcu, Carlos	Asst. Track Coach	Saddleback	February 16, 2015		\$20.37	
Avalos, Raymond	Asst. Football Coach (Spring)	Segerstrom	June 1, 2015		\$25.47	
Barrett, Levelle	Asst. Baseball Coach	Valley	February 16, 2015		\$20.37	
Birk, Kelly	Asst. Softball Coach	Valley	February 16, 2015		\$18.98	



# CLASSIFIED PERSONNEL CALENDAR

## Personnel Calendar

Board Meeting - May 26, 2015

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>ATHLETIC SPECIALIST (Continuation)</b>						
Buenrostro Jr., Enrique	Head Baseball Coach	Santa Ana	February 16, 2015		\$23.72	
Carnegie, Paul	Asst. Football Coach (Spring)	Saddleback	June 1, 2015		\$25.47	
Castellanos, Clarissa	Asst. Softball Coach	Godinez	February 16, 2015		\$20.37	
Cervantes, Estefania	Asst. Swimming Coach	Valley	February 16, 2015		\$18.98	
Chio, Said	Head Coach Tennis (Boys)	Saddleback	February 16, 2015		\$23.72	
Chio-Alarcon, Miguel	Asst. Tennis Coach (Boys)	Saddleback	February 16, 2015		\$18.98	
Conde, Anelly	Asst. Track Coach	Godinez	February 16, 2015		\$18.98	
Cruz, Joel	Asst. Swimming Coach	Santa Ana	February 16, 2015		\$20.37	
Cruz, Maer	Head Swimming Coach	Santa Ana	February 16, 2015		\$23.72	
Daniels, William	Asst. Softball Coach	Santa Ana	February 16, 2015		\$18.98	
Davalos, Lizzeth	Asst. Softball Coach	Godinez	February 16, 2015		\$20.37	
De Leon, Matthew	Asst. Baseball Coach	Saddleback	February 16, 2015		\$18.98	
Dubon, William	Asst. Track Coach	Valley	February 16, 2015		\$18.98	
Duenas, Evelyn	Asst. Softball Coach	Godinez	February 24, 2015		\$18.98	
Fulford, Tracy	Asst. Track Coach	Segerstrom	February 16, 2015		\$20.37	
Garcia, Art	Asst. Football Coach (Spring)	Saddleback	June 1, 2015		\$23.72	
Garcia, Juan	Asst. Baseball Coach	Godinez	February 16, 2015		\$18.98	

# **CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - May 26, 2015**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>ATHLETIC SPECIALIST (Continuation)</b>						
Gonzalez, Francisco	Asst. Swimming Coach	Saddleback	February 16, 2015		\$18.98	
Gonzalez, Stephen	Asst. Baseball Coach	Santa Ana	February 16, 2015		\$18.98	
Gutierrez, Sonia	Asst. Volleyball Coach	Segerstrom	February 16, 2015		\$18.98	
Heathington, Thomas	Asst. Football Coach (Spring)	Godinez	June 1, 2015		\$23.72	
Heiland, Danielle	Asst. Swimming Coach	Santa Ana	February 16, 2015		\$18.98	
Hernandez, Javier	Asst. Track Coach	Saddleback	February 16, 2015		\$18.98	
Huynh, Tommy	Asst. Volleyball Coach	Valley	February 16, 2015		\$18.98	
Kitagawa, Adam	Asst. Softball Coach	Valley	February 16, 2015		\$23.72	
Logue, William	Asst. Volleyball Coach	Godinez	February 16, 2015		\$18.98	
Lopez, David	Asst. Track Coach	Saddleback	February 16, 2015		\$20.37	
Martinez, Carlos	Asst. Swimming Coach	Segerstrom	February 16, 2015		\$18.98	
Martinez, Yobany	Asst. Volleyball Coach	Valley	February 16, 2015		\$20.37	
Mateo, Patricia	Asst. Track Coach	Santa Ana	February 24, 2015		\$18.98	
Medina, Abel	Asst. Baseball Coach	Godinez	February 16, 2015		\$18.98	
Medina, Edward	Head Coach Softball	Godinez	February 16, 2015		\$18.98	

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - May 26, 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>ATHLETIC SPECIALIST (Continuation)</b>						
Medina, Thomas	Asst. Volleyball Coach	Segerstrom	February 16, 2015		\$18.98	
Mendoza, Juana	Inter mural Sports	Carr	November 19, 2014		\$18.83	
Mendoza Gil, Jaime	Asst. Track Coach	Santa Ana	February 20, 2015		\$18.98	
Nava, Carlos	Asst. Track Coach	Santa Ana	February 16, 2015		\$18.98	
Nava, Imelda	Asst. Track Coach	Segerstrom	February 16, 2015		\$18.98	
Nguyen, Kevin	Asst. Tennis Coach (Boys)	Segerstrom	February 16, 2015		\$18.98	
Nuñez, Alvaro	Asst. Softball Coach	Valley	February 16, 2015		\$20.37	
O'Campo, Jose	Asst. Baseball Coach	Godinez	February 17, 2015		\$18.98	
Pineda, Jesus	Asst. Track Coach	Valley	February 16, 2015		\$18.98	
Pineda Torres, Gerzain	Asst. Cross Country Coach	Valley	February 16, 2015		\$18.98	
Ramirez, Erasmo	Head Coach Baseball	Segerstrom	February 16, 2015		\$25.47	
Ramirez, John	Asst. Softball Coach	Santa Ana	February 16, 2015		\$18.98	
Ramirez, Ivan	Asst. Baseball Coach	Segerstrom	February 16, 2015		\$18.98	
Rodriguez, Raul	Asst. Baseball Coach	Godinez	February 24, 2015		\$18.98	
Rodriguez, Stephen	Asst. Football Coach (Spring)	Segerstrom	June 1, 2015		\$25.47	
Roman, Saul	Asst. Volleyball Coach	Santa Ana	February 17, 2015		\$18.98	
Romo, Clarissa	Head Softball Coach	Saddleback	February 16, 2015		\$23.72	
Rosas, Jesus	Asst. Football Coach (Spring)	Santa Ana	June 1, 2015		\$23.72	

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - May 26, 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>ATHLETIC SPECIALIST (Continuation)</b>						
Saavedra, Ramon	Asst. Football Coach (Spring)	Saddleback	June 1, 2015		\$23.72	
Salcido Jr., Carlos	Asst. Baseball Coach	Segerstrom	February 17, 2015		\$18.98	
Saldana, Jonathan	Asst. Baseball Coach	Godinez	March 6, 2015		\$20.38	
Sanchez, Jose	Asst. Track Coach	Godinez	February 16, 2015		\$18.98	
Sanchez, Sulema	Asst. Track Coach	Valley	February 16, 2015		\$20.38	
Segura, Monica	Asst. Softball Coach	Segerstrom	February 16, 2015		\$18.98	
Serrano, Nathan	Asst. Track Coach	Segerstrom	February 24, 2015		\$18.98	
Silva, Miguel	Asst. Track Coach	Santa Ana	February 16, 2015		\$18.98	
Silvas, Alfonso	Asst. Track Coach	Segerstrom	February 16, 2015		\$18.98	
Skaggs, Timothy	Asst. Football Coach (Spring)	Santa Ana	June 1, 2015		\$23.72	
Sok, Johnny	Asst. Volleyball Coach	Godinez	February 16, 2015		\$18.98	
Sophabmixay, Peter	Asst. Swimming Coach	Valley	February 16, 2015		\$20.37	
Springfield, David	Asst. Baseball Coach	Santa Ana	March 6, 2015		\$18.98	
Torres, Richard	Asst. Football Coach (Spring)	Saddleback	June 1, 2015		\$23.72	
Uresti, Hector	Asst. Football Coach (Spring)	Santa Ana	June 1, 2015		\$25.47	
Valdez, Laura	Asst. Track Coach	Santa Ana	March 2, 2015		\$18.98	
Valencia, Melba	Asst. Softball Coach	Saddleback	February 16, 2015		\$18.98	

## Personnel Calendar

**Board Meeting - May 26, 2015**

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**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>
Classified DSO Extra Duty	ROP	ROP Funding	\$2,000	June 23, 2015
Computer Technician	ROP	ROP Funding	\$1,500	June 25, 2015
Extra Duty Child Care	English Learner Programs & Student Achievement Department	Title I	\$20,000	July 1, 2015
Extra Duty Child Care - Migrant Education School Readiness Program - (MESRP)	English Learner Programs & Student Achievement Department	Migrant Education (Summer Pre- School)	\$3,500	July 1, 2015
Extra Duty Classified Staff	English Learner Programs & Student Achievement Department	Title I	\$10,000	July 1, 2015
Extra Duty for Custodian	Educational Services	Two-Way Digital	\$1,000	July 1, 2015
Extra Duty Staff - Migrant Education Program	English Learner Programs & Student Achievement Department	Migrant Education Program	\$5,000	July 1, 2015
Extra Duty Staff - Migrant Education Readiness School Program (MERSP)	English Learner Programs & Student Achievement Department	Migrant Education Program	\$2,000	July 1, 2015
Extra Duty Translator/Interpreter	English Learner Programs & Student Achievement Department	LCAP	\$5,000	July 1, 2015
Extra Help - Custodial	English Learner Programs & Student Achievement Department	Title I	\$5,000	July 1, 2015
Extra Help - DSO Security	English Learner Programs & Student Achievement Department	Title I	\$5,000	July 1, 2015

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

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**AGENDA ITEM BACKUP SHEET**  
**May 26, 2015**

**Board Meeting**

**TITLE:**                   **Material Revision of INDA Charter School Charter Petition**

**ITEM:**                   **Public Hearing**

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

**PREPARED BY:**   **Mavis Mitchell, Charter Schools Financial Coordinator**

---

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to conduct a public hearing for the material revision of the current INDA Charter School charter petition delivered to the Santa Ana Unified School District on Monday, May 18, 2015. The charter petition was formally received by the SAUSD Board of Education at its Regular Meeting on Tuesday, May 26, 2015.

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

**RATIONALE:**

The relevant excerpt of California Education Code Section 47605 contains the specific requirements regarding the timely response of an authorizing agency to the submission of a charter petition:

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

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Conduct a Public Hearing at the May 26, 2015 Regular Meeting of the Santa Ana Unified School District Board.



2015

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# **INDA-Advanced Learning AcademyCharter School**

*Charter School Petition*

**Presented to:**

Santa Ana Unified School District  
Board of Education

**October-May 20132015**



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## AFFIRMATIONS/ASSURANCES

The Charter will comply with California Education Code § 47605(d) and all other applicable federal, state and local laws and regulations, including, but not limited to, ensuring that the school shall:

- Be nonsectarian in its programs, admission policies, employment practices and all other operations.
- Not charge tuition.
- Not discriminate against any student on the basis of disability, gender, nationality, race, color or ethnicity, religion, sexual orientation, home language or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code.
- Admit all pupils who wish to attend the school. Cal. Education Code § 47605(d)(2)(A).
- Determine admission by a public random drawing, if the number of pupils who wish to attend the school exceeds the school capacity, with a lottery exemption for existing pupils of ~~the charter school~~ the Advanced Learning Academy, siblings of enrolled students, and children of staff and founding parents (not to exceed 10%). Cal. Education Code § 47605(d)(2)(B). Preference shall be given to pupils who reside in the Santa Ana Unified School District, or other preferences permitted by the charter authority that are consistent with the law.
- In accordance with Education Code § 47605(d)(3), if a pupil is expelled or leaves ~~the charter school~~ the Advanced Learning Academy without graduation or completing the school year for any reason, the school shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card, and health information.
- Be deemed the exclusive public employer of the employees of the school for purposes of the Educational Employment Relations Act.
- Adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1974, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities in Education Improvement Act of 2004. Meet all statewide standards and conduct the student assessments required, pursuant to Education Code §§ 60605 and 60851, and any other statewide standards authorized in statute, or assessments application to students in non-charter public schools. Comply in a timely fashion with all reporting requirements, including enrollment, attendance (ADA), standardized testing, and other data and information required.
- Ensure that teachers at the school hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools are required to hold under NCLB and other applicable laws. As allowed by statute, flexibility will be given to non-core, non-college preparatory teachers.
- Comply with the terms of Education Code § 47611 (STRS).
- Maintain all necessary and appropriate insurance coverage at all times.
- Comply with all applicable laws and regulations relating to charter school facilities.
- Agree to standard District requirements and processes regarding supervisory oversight, funding and services for special education students, inspection and audit requirements as aligned to applicable laws.
- Comply with the Brown Act, nonprofit integrity standards, and applicable federal and state laws regarding ethics and conflicts of interest.
- Be solely responsible for the debts and obligations of ~~the charter school~~ the Advanced Learning Academy.

~~Joe Dixon~~ David Haglund, ~~Assistant Deputy~~ Superintendent

~~October-May 826, 2013~~ 2015

## INTRODUCTION

The Santa Ana Unified School District (“SAUSD” and/or “District”) acting through its Governing Board and administration, ~~together with its primary partner the University of California, Irvine, School of Education,~~ desires to serve the students and parents of the District by providing the option of a dependent charter school and is pleased to submit this petition to establish and open the ~~Irvine/Newport Development Area~~ Advanced Learning Academy Charter School (“~~the Charter School~~ the Advanced Learning Academy”) in the fall of 2017. This Charter proposes the establishment of a dependent charter school ~~with an~~ cooperational Advisory Board, which will make recommendations to the District Administration and District Governing Board. Because of the dependent nature of ~~the Charter School~~ the Advanced Learning Academy and the close operational and governing relationship between ~~the Charter School~~ the Advanced Learning Academy and the District, including the District’s administration and Governing Board, this Charter does not require the same level of detail and specificity as the District would require of an independent charter school seeking District approval and oversight.

The proposed Charter School will serve kindergarten through eighth grade (K-8) with a specialized educational program focused on engaging, challenging Common Core-based curriculum designed to improve students’ skills in science, technology, engineering, and mathematics (STEM). The educational program will be unique not only to the SAUSD, but to Orange County, in that it is based on a high-tech, project-based, STEM curriculum emphasizing college and career readiness at the elementary and intermediate level.

In today’s ever-changing technological society, it is critical that students have the skills needed to compete in a global economy. ~~The Charter School~~ The Advanced Learning Academy believes it is not too early to reinforce the importance of science and career readiness at the elementary and intermediate school level. Without this preparation, by high school, students often lack the academic foundation and confidence in math and science and overlook the potential as an exciting, lucrative career. The K-8 Charter School is a natural progression to the high school level to graduate scientific thinkers with critical thinking skills who will be successful in their adult lives. In order to fulfill our mission, it is essential to start at the elementary level engaging students with hands-on, technology-based learning that will inspire students to pursue STEM-related careers.

### *General Charter School Information*

The contact person for <del>the Charter School</del> <u>the Advanced Learning Academy</u> is <del>Joe Dixon</del> <u>David Haglund, Assistant Superintendent/Deputy Superintendent.</u>
The grade configuration is kindergarten through 8 <sup>th</sup> at full enrollment.
The grade level(s) of the students the first year of the charter term will be <del>kindergarten</del> <u>4<sup>th</sup></u> through 6 <sup>th</sup> .
The number of students in the first year (201 <del>5</del> / <del>16</del> 8) of the charter term will be 240. <del>The Charter School</del> <u>The Advanced Learning Academy</u> will evolve into a K-8 school over three years.
The scheduled opening date of <del>the Charter School</del> <u>the Advanced Learning Academy</u> is August <del>2017</del> <u>2015</u> .
The enrollment capacity is 600 students.
The instructional calendar will be traditional.

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### **A. THE NEED**

~~The Charter School~~ The Advanced Learning Academy would fulfill two needs of the SAUSD: 1) the school would serve an area of the District that is not currently served by SAUSD facilities; and 2) the school would provide an educational program that is unique to SAUSD and Orange County.

### *Facilities*

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The SAUSD’s boundary includes the area south of the John Wayne Airport within the cities of Irvine and Newport Beach (See Exhibit 5 in Element 18 - Facilities). This Irvine/Newport development area (INDA) has experienced rapid development in the last ten years, and is planned to continue to develop over the next ten years.

The INDA, which was originally developed as a commercial and industrial center, has experienced market forces and development pressures encouraging a rapid transition into a more urban mixed-use center. In 2004, the number of building permits for residential units increased dramatically in the INDA. Based on past and planned development, residential development could reach 10,000 units within SAUSD boundaries in the next five to ten years. This increase in residential units and evolution to a mixed-use environment warrants the need for school facilities in the area. The closest existing non-fundamental SAUSD schools (Taft Elementary, McFadden Intermediate, and Saddleback High) are approximately 3, 6, and 4 driving miles from the INDA, respectively.

While the school is proposed to open in a temporary location at the Grant School site, the school will ultimately relocate into the INDA. Our school will be strategically located in the INDA and be more accessible for students to reach compared to any existing public schools nearby. In addition, there is a strong demand in the SAUSD for schools with advanced curriculum options. The District’s fundamental schools have a waiting list to enroll. Our charter will provide youths in Santa Ana another viable option to experience a rigorous and demanding education.

**STEM Curriculum**

The commercial/industrial component of the INDA provides a unique opportunity and atmosphere to place a high-tech, STEM-focused school. A specialty school in the INDA has the potential to partner with the local science and technology-based businesses to immerse students in high-quality science instruction based on the Next Generation Science Standards, provide project-based learning, and incorporate internship and leadership programs, in order to prepare students with the kinds of skills needed to compete in a global economy.

As the nation’s economy base has shifted from industry to technology, the future will require a highly adaptable and technologically-competent workforce. With increasing global competition, Orange County and SAUSD must keep a competitive edge in the STEM disciplines. The Charter SchoolThe Advanced Learning Academy aligns with this concept, and the District’s goal to prepare students for success in college, career, and society.

The number of Latino students pursuing STEM careers has historically been low. A notable cause of this is that Latino students have inadequate exposure to STEM curriculum. In California, where Latinos represent the fastest growing and soon to be the largest segment of the population, it is important to provide educational programs that engage and prepare Santa Ana students to choose career paths in STEM. The Charter SchoolThe Advanced Learning Academy plans to offer the District a unique educational program that accomplishes this goal.

**B. VISION**

The Charter SchoolThe Advanced Learning Academy has the same vision as the SAUSD: *We will work collaboratively and comprehensively with staff, parents, and the community to strengthen a learning environment focused on raising the achievement of all students and preparing them for success in college and career.*

**C. MISSION**

The Charter SchoolThe Advanced Learning Academy has the same mission as the SAUSD: *We assure well-rounded learning experiences, which prepare our students for success in college and career. We engage, inspire, and challenge all of our students to become productive citizens, ethical leaders, and positive contributors to our community, country, and a global society.*

~~The Charter School~~The Advanced Learning Academy's main objective is to provide a unique STEM-focused educational program to an under-served geographical area of the District. The educational program goals are as follows:

- Provide a safe, nurturing, small-school academic environment that cultivates respect for oneself and others
- Offer engaging, challenging curriculum designed to improve students' skills in STEM areas that will be based on Common Core State Standards and Next Generation Science Standards
- Provide a college and career preparatory program that inspires students to pursue STEM-related careers
- Provide high-tech, project-based curriculum that will engage and inspire students, thereby achieving optimal attendance rates and reducing dropout rates
- Sharpen students' critical thinking skills by providing hands-on, inquiry-based activities
- Infuse goal-oriented collaboration with daily instruction to optimize learning and support English Learners
- Expose students to engaging STEM curriculum and close the gap on the number of Latino students that pursue careers in STEM areas
- Retain strong staff that are role models and inspire students to achieve personal academic and career goals
- Encourage parent involvement and ensure students have academic, social, and emotional support to reach their highest potential
- Offer parent technology classes to allow parents to actively participate in their student's education and provide optimal student support

In alignment with the SAUSD's mission statement, ~~the Charter School~~the Advanced Learning Academy aims to graduate students with the following characteristics and values:

- Socially-responsible global citizens who embrace and value cultural diversity and contribute to the improvement of their community
- Critical thinkers that effectively utilize technology in their daily lives
- Motivated and follow an academic plan with an aspiration to follow a STEM career path
- Health conscious and understand the importance of nutrition and physical health on daily life
- Environmentally conscious and understand the importance of sustainability for the global future
- Great communicators who are skilled in sharing their thoughts, questions, ideas and solutions
- Creative problems solvers who try and develop new approaches to get things done

## ELEMENT ONE | EDUCATIONAL PROGRAM

**Governing Law:** A description of the educational program of the school, designed, among other things, to identify pupils whom the school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners. *Education Code Section 47605(b)(5)(A)(i).*

### A. MISSION

Our K-8 grade school will give students a world class education that will prepare them for success in high school, college, life, and a future career involving science, technology, engineering, and mathematics (STEM). To achieve this ambitious goal, all leadership decisions are executed to best support the mission and school staff with an unwavering commitment to the mission's success. Furthermore, we will work with students and their families to develop a community that fully supports every child's desire to attend and prepare for high school and college graduation. To lead students to reach their full academic potential, ~~the Charter School~~ the Advanced Learning Academy will provide a unique, engaging STEM-focused curriculum with specific educational program goals as follows:

- Provide a safe, nurturing, small-school academic environment that cultivates respect for oneself and others
- Offer engaging, challenging Common Core-based curriculum designed to improve students' skills in STEM areas
- Provide a college and career preparatory program that inspires students to pursue STEM-related careers
- Provide high-tech, project-based curriculum that will engage and inspire students, thereby achieving optimal attendance rates and reducing dropout rates
- Sharpen students' critical thinking skills by providing hands-on, inquiry-based activities
- Expose students to engaging STEM curriculum and close the gap on the number of Latino students that pursue careers in STEM areas
- Retain strong staff that are role models and inspire students to achieve personal academic and career goals
- Encourage parent involvement and ensure students have academic, social, and emotional support to reach their highest potential
- Offer parent technology classes to allow parents to actively participate in their student's education and provide optimal student support

As the nation's economy base has shifted from industry to technology, the future will require a highly adaptable and technologically-competent workforce. It is critical that the student population is science and technology literate. An education with a focus in STEM will help students acquire scientific and critical thinking habits. With increasing global competition, a successful, educated person in the 21<sup>st</sup> century must keep a competitive edge in the STEM disciplines.

Individual and societal decisions increasingly require some understanding of STEM, from comprehending medical diagnoses to managing daily activities with a wide variety of computer-based application. While there has been a rise in the number of STEM learning programs in the United States, the state of STEM learning still requires leaps and bounds before it can reach adequacy. Research suggests that many students are currently not prepared for the demands of the present and future economy. As measured by the National Assessment of Educational Progress, roughly 75 percent of U.S. 8<sup>th</sup> graders are not proficient in mathematics when they complete 8<sup>th</sup> grade. Furthermore, there are significant gaps in achievement between the following student population groups: black/white, Hispanic/white, and high-poverty/low-poverty gaps. U.S. students also lag behind the highest performing nations on international assessments. For example, only 10 percent of U.S. 8<sup>th</sup> graders met

the Trends in International Mathematics and Science Study advanced international benchmark in science, compared with 32 percent in Singapore and 25 percent in China.

For the advancement of STEM learning in the U.S., the National Research Council has established three U.S. STEM education goals, which our Charter School fully supports:

- 1. Expand the number of students who ultimately pursue advanced degrees and careers in STEM fields and broaden the participation of women and minorities in those fields.
- 2. Expand the STEM-capable workforce and broaden the participation of women and minorities in that workforce.
- 3. Increase STEM literacy for all students, including those who do not pursue STEM-related careers or additional study in the STEM disciplines.

To support our rigorous STEM curriculum, our school has incorporated five key elements from the National Research Council into our school’s design that will help ensure the effectiveness of our STEM instruction.

- 1. A coherent set of standards and curriculum found in Next Generation Science Standards
- 2. Teachers with a high capacity to teach in their discipline
- 3. A supportive system of assessment and accountability aligned with Smarter Balanced literacy claims
- 4. Adequate instructional time to promote deep learning
- 5. Equal access to high-quality STEM learning opportunities

**B. EDUCATIONAL PHILOSOPHY**

The Charter will meet the unique needs of students (K-8<sup>th</sup> grades) and families in the SAUSD, and will serve a student body that is reflective of the ethnic and socioeconomic diversity of the community. Students will be encouraged and nurtured by engaged parents, dedicated staff, and community partners. ~~The Charter School~~The Advanced Learning Academy will develop public-private partnerships with the surrounding higher education institutions and business community. By utilizing the local university and professional resources, we will link technology with academics and prepare students for higher education and professional opportunities.

*An Educated Person in the 21<sup>st</sup> Century*

Our goal is to ensure that all of our students develop the skills and behaviors necessary for academic, personal, and professional success in the 21<sup>st</sup> century. As the nation’s economy base has shifted from industry to technology, the future will require a highly adaptable and technologically-competent workforce. It is critical that the student population is science and technology literate. An education with a focus in STEM will help students acquire scientific and critical thinking habits. With increasing global competition, a successful, educated person in the 21<sup>st</sup> century must keep a competitive edge in the STEM disciplines. ~~The Charter School~~The Advanced Learning Academy will provide opportunities that engage and challenge students and allow them to demonstrate their learning and thinking process. Teachers will strive to integrate innovative technologies and research-based instructional strategies throughout the curriculum to prepare students to be confident critical thinkers and self-learners.

~~The Charter School~~The Advanced Learning Academy aims to graduate 21<sup>st</sup> century scholars who:

- Put their talent, expertise, and smarts to work with others to reach a goal
- Develop and utilize new and creative approaches to get things done
- Use technology effectively in their daily lives to access, organize, research and present information
- Are critical thinkers that connect the skills and content learned across the curriculum and evaluate multiple points of view



- Are motivated and follow an academic plan with an aspiration to follow a STEM career path
- Are effective communicators that collaborate, work effectively, and manage interpersonal relationships within diverse groups and settings
- Demonstrate content area and grade level achievement in reading, writing, mathematics, history and science
- Are socially responsible global citizens that embrace and respect cultural diversity
- Contribute to the improvement of life in their school and local community through leadership skills and participation in community projects
- Understand the importance of proper nutrition and physical health in daily life

### ***How Learning Best Occurs***

Learning best occurs when students are actively involved in the learning process, have direct experiences with the physical world, and relate these experiences to what they are learning in school. This process deepens students' knowledge and stimulates their curiosity and passion for learning. Students will discover how to learn, and develop the skills to become self-empowered learners. Experiential methods will engage each student and facilitate understanding of core concepts.

A high quality learning environment must be one that is highly structured and generously flexible, allowing students to explore and discover, and operates with high standards that challenge students. The ideal learning environment is one where teachers and students learn together through the open exchange of ideas and information.

Parent participation is an important element in ~~the Charter School~~the Advanced Learning Academy's educational philosophy and is consistent with SAUSD's Parent Involvement Framework. Students whose parents are involved in their education generally have higher grades, better attendance, higher homework submission rates, higher graduation rates and a better chance of continuing with their education after graduation. This is especially true for predominantly minority and/or lower income communities.

Guest speakers and field trips from local higher education institutions and STEM-focused companies will emphasize the links between instruction and practical application. Teacher-designed units will emphasize the main tenets of Common Core and Next Generation Science Standards. This design will allow students to make necessary school-to-life correlations. In order to be responsible members of society, students need to provide service to the community. Engaging in "real life" projects that are related to the curriculum will help students move from adolescence and school to adulthood and society.

By traveling through our Charter School's varied learning avenues and by experiencing our education program that is guided by rigorous common core state standards, students will be thoroughly prepared for success in their academic and professional careers.

### ***STEM Emphasis in Curriculum***

In agreement with the National Governors Association Center for Best Practices (NGA Center) and the Council of Chief State School Officers (CCSSO), ~~the Charter School~~the Advanced Learning Academy believes that an educated citizen in the 21<sup>st</sup> century must have the skills and understanding to participate and work productively in a technologically oriented and global environment. A significant step toward helping students achieve their maximum potential involves providing a rigorous, relevant and college preparatory curriculum. ~~The Charter School~~The Advanced Learning Academy's educational program specifically emphasizes science, technology, engineering and math (STEM) education. While the curriculum concentrates on STEM, it also provides a solid instruction in humanities and social sciences to educate the whole child.

Math courses will be based on the Common Core integrated course sequencing, which will provide a

comprehensive scope and sequence in an effort to address the diverse skills, interests and backgrounds of all learners. Students are assessed for their current knowledge and skill level and placed in the most appropriate class. Those with little math background are supported with remediation and intervention. Students with a strong background are provided with enrichment opportunities.

Science courses immerse students in the scientific method and encourage them to use the applicable technology to plan and organize projects, hypothesize, analyze data, and draw conclusions from tests they create. Students who have experience applying scientific inquiry and reasoning to real-world problems in the classroom will have a clear advantage when they are exposed to the types of questions that require similar thought and reasoning process as adults. Additionally, the site’s connection to the existing natural habitat offers a unique opportunity to design a curriculum that has a prominent environmental science component.

In keeping with the STEM emphasis, advanced courses are offered to spur interest and prepare students for STEM-related careers. Science classes employ technology in laboratory explorations and experimentation. The use of technology as an educational tool will motivate and engage students in their learning, accelerate their academic achievement, and equip them with the functional and critical thinking skills needed to succeed in a technology and media-driven environment. Computer simulations will assist in expanding the number of lab opportunities in all grade levels. Teachers effectively use the inquiry-based approach to engage students in the learning process while encouraging high levels of interest. Students’ observations and reflections are the key factors for maximum learning results through hands-on instruction.

~~The Charter School~~The Advanced Learning Academy implements collaborative conversations to challenge both high and low achieving students. To enhance critical-thinking skills, students work on inquiry-based activities and projects outside of the classroom throughout the school year. Each year ~~the Charter School~~the Advanced Learning Academy organizes a school-wide science fair, in which all students participate. ~~The Charter School~~The Advanced Learning Academy students then move on to participate in the regional and statewide science fairs.

***Technology Integrated Education***

Our curriculum integrates Math, Science, Social Science and Language Arts classes with technology education in a fun and comprehensive way. Different learning theories and practices such as project-based learning, student-centered learning, and differentiated instruction are incorporated into our technology integrated approach. The following are the ways by which we integrate technology into education:

- 1. All students complete a multi-year, comprehensive, and detailed technology curriculum
- 2. Teaching materials and assessment tools
- 3. Professional training for computer and core class teachers

The elementary component of the charter’s computer science curriculum focuses on the technology literacy skills requirement as identified in the Common Core State Standards as well as problem solving and creative thinking. The intermediate school component aims to provide strong skills in computer literacy and fundamentals of computational thinking in 6<sup>th</sup> and 7<sup>th</sup> grades and transitions into conceptual understanding of high school electives in 8<sup>th</sup> grade.

By the completion of their elementary school education, students will obtain fluency in computers and learn introductory level computer literacy. Their classes will be supported with problem solving and creative thinking skills. In grades 6 through 8, students will be offered computer and technology courses as electives. These electives include, but are not limited to, Computer Literacy, Computer Programming, Digital Art, and Robotics.

Academic interventions at ~~the Charter School~~the Advanced Learning Academy are targeted and the staff use data to closely monitor our students’ academic progress. Furthermore, these interventions focus on three levels of data: formative, interim, and summative. Discussion of each student’s progress or lack thereof takes place during department and grade level team meetings. In additional, adult technology courses will be offered to parents to allow parents to actively participate in their student’s education and ensure optimal student support at home.



### ***Field Trips and Guest Speakers***

Field trips will allow students to gain insight, information, or knowledge that cannot be adequately developed through regular classroom instruction. Field trips, therefore, are an integral part of the curriculum and are as essential to the instructional process as textbooks, equipment, and other instructional devices and teaching/learning strategies. Since not all children learn in the same way, field trips will support the application of learning by giving students the opportunity to expand their intelligence in ways different from those typically available inside the classroom. Visiting a research laboratory, a university campus (e.g., UCD), and meeting with scientists during these field trips or through guest speakers on campus will motivate students. Especially when some of these guest speakers or people they meet during field trips share the same culture with students, students will find new role models.

While most field trips are directly related to specific academic curricula, they also may address the need for intra- and inter- personal growth in children, and thus may be designed to promote social and emotional development and to provide for the development of the "whole" child.

### ***Peer Assisted Reading (PALS)***

Student and staff will participate in Peer Assisted Reading (PALS) that will occur three to four days a week for a minimum of 20 minutes per session. The classrooms will be equipped with libraries to provide access to a wide variety of books at appropriate reading levels. Students will be trained on PALS protocols and procedures. Students who are struggling academically will participate in additional English enrichment/intervention programs during the day and after school.

In order to determine the student's reading level, a computerized reading assessment that utilizes computer-adaptive technology is administered. Depending on the assessment results, students will receive a range of book recommendations that will challenge the student without causing frustration. Students' reading comprehension skills will be monitored. If a student continually obtains low scores while reading at his or her level, intervention will be immediately implemented. Assessment results will be used by teachers to inform their literacy strategies for individual students.

## **C. STUDENTS TO BE SERVED**

Students from all areas of SAUSD and the INDA will be recruited with a goal of creating an economically and ethnically diverse student population. ~~The Charter School~~ The Advanced Learning Academy will advertise to the entire SAUSD community and draw students that are attracted to the unique K-8 STEM program. ~~The Charter School~~ The Advanced Learning Academy aims to attract students from all cultural backgrounds within SAUSD, especially the Latino ethnicity. Historically, the number of Latino students pursuing careers in STEM areas has been low. A notable cause of these low numbers is that Latino students have inadequate exposure to STEM curriculum. ~~The Charter School~~ The Advanced Learning Academy will provide a unique program to a largely-Latino student population of SAUSD in the hopes of educating and inspiring students to pursue STEM-related careers in today's technology-driven economy.

As a sample student population, we have used the following SAUSD schools that have similarities in their educational programs to project the demographics of ~~the Charter School~~ the Advanced Learning Academy. The SAUSD fundamental schools have similar "magnet" educational programs that draw students from throughout the District. These schools would be expected to have student populations similar to ~~the Charter School~~ the Advanced Learning Academy that has a "magnet" STEM program. Sepulveda Elementary has a science-focused curriculum, and would also be expected to have similar demographics to ~~the Charter School~~ the Advanced Learning Academy. In addition, Taft Elementary and McFadden Intermediate schools are the SAUSD schools in closest proximity to ~~the Charter School~~ the Advanced Learning Academy and would be anticipated to have the most comparable demographics to the INDA (See Table 1 on the following page).



**TABLE 1: Sample Student Populations**

SCHOOLS	SCHOOL PROFILE					API		AYP	
	English Learners (%)	Free-Reduced Meals (%)	Statewide School Ranking	Similar School Ranking	PI Status	API	Growth from Prior Year	Met English Objective?	Met Math Objective?
<b>Similar Area Schools</b>									
Taft Elementary	41.1	70.9	4	6	Year 3	794	+8	No	No
McFadden Intermediate	33.4	78.7	2	5	Year 5	739	+28	No	Yes
<b>Similar Program Schools</b>									
Greenville Fundamental Elementary	28.9	57.0	9	10	n/a	886	-1	No	No
MacArthur Fundamental Intermediate	6.6	68.0	8	9	Year 4	858	+9	Yes	No
Mendez Fundamental Intermediate	20.7	79.6	7	9	Year 3	829	+16	No	No
Muir Fundamental Elementary	34.2	57.6	9	10	n/a	904	+11	Yes	Yes
Sepulveda Elementary	61.7	83.1	5	10	n/a	770	-29	No	No
Thorpe Fundamental Elementary	30.9	62.6	9	10	n/a	901	-1	Yes	Yes

**TABLE 1 (Continued): Sample Student Populations**

SCHOOL	ETHNICITY PERCENTAGES (%)								
	American Indian	Asian	Pacific Islander	Filipino	African American	White	2 or More Races	None Reported	Hispanic
<b>Similar Area Schools</b>									
Taft Elementary	0.2	6.6	0.4	0.7	3.1	6.1	2.4	0	80.5
McFadden Intermediate	0	4.0	0.3	0.5	0.9	1.6	0.4	0	92.3
<b>Similar Program Schools</b>									
Greenville Fundamental Elementary	0.2	11.5	0.2	0.8	0.9	4.3	2.1	0.1	79.9
MacArthur Fundamental Intermediate	0	9.3	0.1	0.8	0.8	2.0	1.0	0	86.0
Mendez Fundamental Intermediate	0.1	0.6	0.1	0	0.3	0.6	0.3	0	98.0
Muir Fundamental Elementary	0.5	2.2	0.2	0.5	0.6	3.6	0.7	0	91.7
Sepulveda Elementary	0.2	0.5	0	0.2	0.5	0.2	0.2	0	98.2
Thorpe Fundamental Elementary	0	7.9	0.5	0.7	0.7	2.6	0.8	0	86.8

### ***Priority Enrollment***

The main objective of ~~the Charter School~~The Advanced Learning Academy is to house students generated from the INDA. Priority enrollment will be given to students that reside in this area. Second enrollment priority will be given to SAUSD students attending other SAUSD impacted (overcrowded) schools. Third enrollment priority will be given to SAUSD students attending any other SAUSD schools. Any other students that choose to attend ~~the Charter School~~The Advanced Learning Academy will be admitted as facility capacity allows. If Irvine Unified School District (IUSD) students in the vicinity wish to enroll, they will first be required to obtain an inter-district transfer release from IUSD. At full capacity, ~~the Charter School~~The Advanced Learning Academy will serve 600 students in grades K-8. If the number of students who wish to attend ~~the Charter School~~The Advanced Learning Academy exceeds the school's capacity, enrollment preferences will be given as explained in Element 8.

### ***Student Projection***

~~The Charter School~~The Advanced Learning Academy site is located within an area of the SAUSD that has experienced significant development, and is planned to continue developing with residential and retail mixed-uses. Residential development projects totaling 4,658 units are planned to be developed in the next 2-5 years. An additional 902 units were previously submitted to the City of Irvine, but since withdrawn or expired as a result of the economic depression. This residentially-designated land has the potential to become future residential projects again as the market returns, and should be considered in the enrollment projection for the INDA build-out (see Exhibit 4 in Element 18). Together these total 5,560 planned units planned within SAUSD. When added to the existing 4,755 units, the INDA would contain a total of more than 10,000 residential units within SAUSD boundaries. Based on various student generation rates (SGR) obtained from gathered data, the INDA residential units have the potential to generate 300-600 students within SAUSD, as detailed in Tables 2 and 3.

A conservative SGR was obtained using the number of students currently residing in the area. As the INDA continues to grow and evolve into a mixed-use community, it will become more attractive to families and is anticipated to generate additional students. Therefore, an additional enrollment projection was prepared to project the number of students at build-out of the approximately 10,000 residential units. Since the type of residential development within the INDA is consistent with the residential development within the IUSD, the build-out projection utilizes the IUSD's SGR for higher-density attached units. In addition to INDA units with SAUSD, ~~the Charter School~~The Advanced Learning Academy has the potential to draw students from the residential development just outside the SAUSD boundaries in the vicinity of the school site, as shown in Exhibit 4 (See Element 18), and the potential to draw students from other areas of the SAUSD that are drawn to the specialized STEM instructional program.

**TABLE 2: Conservative Enrollment Projection**

School Level	SGR	# of Units	Students Generated
Elementary	0.040	4,658	186
Intermediate	0.012	4,658	56
Total	0.052	4,658	<b>242</b>

NOTE: Based on the current number of students in the INDA.

**TABLE 3: Enrollment Projection at Build-out**

School Level	SGR	# of Units	Students Generated
Elementary	0.0500	10,000	500
Intermediate	0.0100	10,000	100
Total	0.0600	10,000	<b>600</b>

NOTE: Based on the IUSD's student generation rate.

~~The Charter School~~The Advanced Learning Academy believes the conservative projection best constitutes the anticipated enrollment for its opening year (August 2017). The build-out projection is used for the charter's full-enrollment projection. In consideration that this area is not currently served by a school facility, and the school is likely to draw "magnet" enrollment from outside the INDA, we believe this enrollment is feasible, is backed by development research, and is reasonably achievable.

~~The Charter School~~The Advanced Learning Academy will open as an elementary school serving 240 students from grades ~~K~~1-6, and over a 3-year period, it will expand into a K-8 school with 600 students. As the residential development continues within the INDA, ~~the Charter School~~the Advanced Learning Academy will build its enrollment until it reaches full-enrollment at 600 students.

## D. CURRICULUM & INSTRUCTIONAL DESIGN

Our goal is to provide students a world class education that will prepare them for success in high school, college, life, and a future STEM career. To achieve this ambitious goal, we will employ research-based strategies proven to increase student achievement, provide an engaging STEM-focused educational program that is based on Common Core State Standards and Next Generation Science Standards, and work with students and families to develop an environment that fully supports students and their needs.

The program at ~~the Charter School~~the Advanced Learning Academy will combine the following instructional strategies for a balanced approach to instruction:

- Develop positive attitudes toward science
- Increase students' interest in STEM and reading
- Provide an innovative, engaging Common Core standards-based curriculum
- Sharpen students' critical thinking skills by providing hands-on inquiry activities
- Increase vocabulary knowledge and conceptual understanding
- Provide field trips, internship opportunities, and guest motivational speakers
- Engage students with independent and group projects
- Conduct ongoing assessment and intervention
- Provide ample access to technology and incorporate technology into the daily instruction
- Provide differentiated curriculum and scaffolding supports

~~The Charter School~~The Advanced Learning Academy's instructional program is based around providing ~~hands-on~~project-based, inquiry ~~based~~oriented instruction. Significant research has been conducted about the benefits of an inquiry-based science program for special populations. Inquiry-oriented teaching may be especially valuable for many underserved and underrepresented populations. As noted by the North Central Regional Education Laboratory, "All students—especially those at risk—need to be engaged in interesting and challenging learning that goes beyond basic proficiencies."

The more interested and engaged students are by a subject or project, the easier it will be for them to construct in-depth knowledge of it. Learning becomes almost effortless when something reflects their own interests. According to the Center for Inquiry, inquiry-based learning provides advantages for all students:

- An inquiry-based learning approach is flexible and works well for projects that range from the extensive to the bounded, from the research-oriented to the creative, from the laboratory to the Internet. It is essential, however, that you plan ahead so you can guide kids to suitable learning opportunities.
- Students who have trouble in school because they do not respond well to lectures and memorization will blossom in an inquiry-based learning setting, awakening their confidence, interest, and self-esteem.
- The traditional approach tends to be very vertical: the class studies science for a while, for example, then language arts, then math, then geography. In contrast, the inquiry-based approach is at its best when

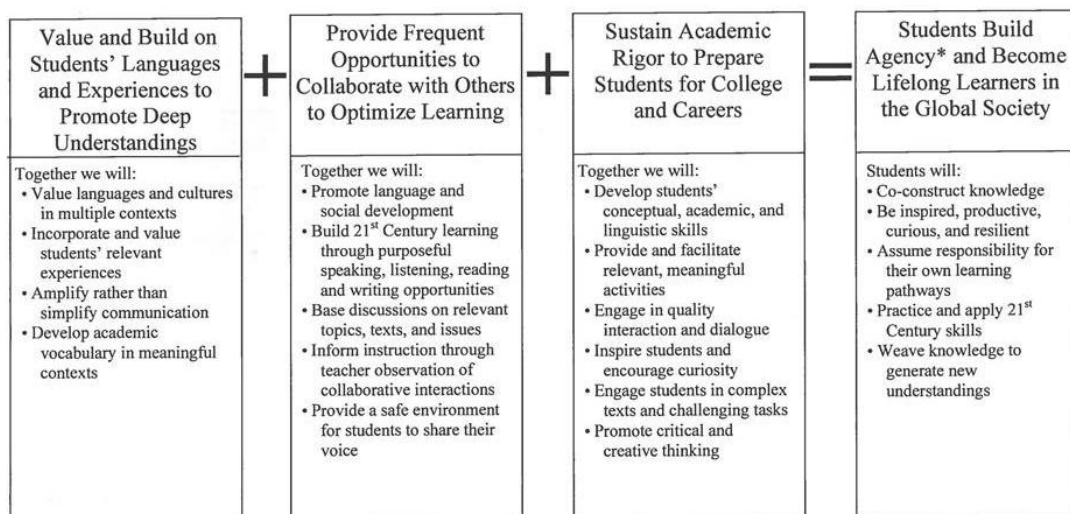


working on interdisciplinary projects that reinforce multiple skills or knowledge areas in different facets of the same project. The traditional approach is sharply weighted toward the cognitive domain of growth, whereas inquiry-based learning projects positively reinforce skills in all three domains—physical, emotional, and cognitive.

- Inquiry-based learning is particularly well-suited to collaborative learning environments and team projects. Activities can be created in which the entire class works on a single question as a group (the whole group must truly care about the question) or in teams working on the same or different questions. Inquiry-based learning also works well when each student develops an individual project if some elements of collaboration or sharing are required.
- An inquiry-based approach can work with any age group. Even though older students will be able to pursue much more sophisticated questioning and research projects, a spirit of inquiry can be cultivated even with the youngest student, in an age-appropriate manner.

### EXHIBIT 1: SAUSD's Theoretical Framework for Common Core Implementation

**THEORY OF ACTION:** By establishing and applying a coherent K-8 theoretical foundation for pedagogical practice, we will provide meaningful interactions and consistent intellectual rigor that supports all students, including English Learners, to be college and career ready and well-versed in 21<sup>st</sup> Century Skills



Sources Referenced: Walqui, A & van Lier, V, Scaffolding the Academic Success of Adolescent English Language Learners, (2010), Walqui, A., Scaffolding Instruction for English Language Learners: A Conceptual Framework, (2006), Wong, L., What Does Text Complexity Mean for English Learners and Language Minority Students (2011)

\*Active involvement and the development of autonomy

### Literacy

Although ~~the Charter School~~ the Advanced Learning Academy specializes in STEM curriculum, it also is committed to enhancing the literacy and language skills of all students, and especially literacy development of Latino students. From kindergarten through fifth grade, students benefit from two and a half hours a day of literacy instruction and practice—mastering foundational skills in phonemic awareness, phonics, fluency, comprehension, vocabulary, writing, grammar, spelling, research, listening, and oral presentation skills necessary to be effective communicators in English. ~~The Charter School~~ The Advanced Learning Academy uses a literature-

based literacy program, to help students master all of the Common Core State Standards and become habitual, critical readers.

Key elements of the school’s literacy program include:

- *Phonics.* Kindergarten and first grade literacy focuses on the development of foundational skills. Each day students receive 45 minutes of direct phonics instruction during literacy rotations. This instruction occurs in small groups to allow teachers to differentiate instruction in order to meet the needs of all of the students in the classroom.
- *Fluency and Decoding.* Students are placed in small groups based on initial diagnostic assessments that follow PALS protocols and procedures. This allows teachers to meet students at their current level, remediate specific deficits, and accelerate them to grade-level standards of proficiency. Teachers running these small groups are trained in early literacy and English language development in order to provide students with the phonemic awareness and phonics skills necessary for reading success. Several research-based programs have proven effective with similar populations of students. Students receive additional reading instruction until their assessment results indicate that fluency and decoding remediation is no longer needed.
- *Comprehension and the Use of Literature.* Understanding the written word is likely a student’s best indicator of future school success. In order to ensure that all students develop proficient comprehension of all types of text, ~~the Charter School~~the Advanced Learning Academy provides multiple opportunities for skill development with a variety of texts with a focus on informational text. We believe strongly in the use of full pieces of literature, rather than the excerpts commonly used in the traditional basal reader. However, both the far reading and close reading strategies will be deployed to support deep analyses of text.

~~The Charter School~~The Advanced Learning Academy’s reading classes are grounded in the use of grade-level and above grade-level books and use an additional decoding and comprehension phonics program to support students who are struggling. Most of the novels selected for use in our reading classes were chosen from the Common Core State Standards.

Teachers read aloud short stories, novels, poems, and nonfiction to model fluent, expressive reading of texts at and above the students’ grade level. Through the deliberate —think aloud of metacognitive strategies, teachers help students develop the habits of effective readers. Teachers also provide direct instruction about these metacognitive strategies, give students opportunities to practice and share their own thought processes, and offer constructive feedback that pushes students to deeper understanding, both in whole-class demonstrations and one-on-one reading conferences.

In kindergarten through grade five, students also practice these reading strategies in their core reading classes and in leveled, guided reading groups. These guided reading classes support the work of the core reading classes and are based on the same units of study and content standards as the core reading course. All teachers in the school (not simply English-Language Arts teachers) are assigned a group of students based on reading fluency, decoding, and comprehension assessment data. These groups are smaller in size than other core classes in order to provide increased opportunities for each student to read and receive specific feedback from their teacher. Teachers lead students through shared texts, with a level of support appropriate to the group’s reading level..

A textual analysis component provides students the opportunity to apply specific reading skills to shorter pieces of texts that, through repeated practice, help students develop their ability to decipher questions and use evidence from the text to support their answers. These passages and questions are carefully selected to prepare students for mastery of the reading standards at each grade level.

Students read independently for at least 30 minutes a day in grades K-3 and an hour a day in grades 4-8, including supervised reading time at school and assigned reading at home.

- *Vocabulary.* The development of academic vocabulary is a school-wide focus. Teachers in all content areas use research-based best practices for explicitly teaching new words, providing opportunities to learn words in context, and providing students with the necessary opportunities to practice these words repeatedly across content areas in collaborative conversations and writing. In addition, teachers provide students with instruction about word parts (prefixes, suffixes, and Latin and Greek roots) and strategies for learning new words so that students increase their vocabularies as they encounter unfamiliar words in their daily reading.
- *Writing and Grammar* Students in kindergarten through sixth grade also have opportunities to write for multiple purposes to improve their writing skills. They will write arguments to support claims in an analysis of substantive topics and off selected texts. In addition, students will write informative and explanatory texts to examine and convey complex ideas and information as well as narratives to develop read or imagined experiences or events.

In addition, through the explicit teaching and practice of grammar and spelling rules, students master conventions of the English language and will be held accountable for these conventions in the writing they complete at school—not just in writing, but in all of their classes. Students are expected to write every day, in every class and for a variety of purposes.

*Mathematics*

All students need a high-quality mathematics program designed to prepare them to graduate from high school ready for college and careers. In support of this goal, SAUSD adopted the Common Core State Standards in mathematics. The following is a brief summary of the standards by grade:

*Kindergarten:*

1. Counting and Cardinality
  - Know number names and the count sequence
  - Count to tell the number of objects
  - Compare numbers
2. Operations and Algebraic Thinking
  - Understand addition as putting together and adding to, and understand subtraction as taking apart and taking from
3. Number and Operations in Base Ten
  - Work with numbers 11–19 to gain foundations for place value
4. Measurement and Data
  - Describe and compare measurable attributes
  - Classify objects and count the number of objects in categories
5. Geometry
  - Identify and describe shapes
  - Analyze, compare, create, and compose shapes

*First Grade:*

1. Operations and Algebraic Thinking
  - Represent and solve problems involving addition and subtraction.
  - Understand and apply properties of operations and the relationship between addition and subtraction.
  - Add and subtract within 20.
  - Work with addition and subtraction equations.
2. Number and Operations in Base Ten
  - Extend the counting sequence.
  - Understand place value.

- Use place value understanding and properties of operations to add and subtract.
3. Measurement and Data
    - Measure lengths indirectly and by iterating length units.
    - Tell and write time.
    - Represent and interpret data.
  4. Geometry
    - Reason with shapes and their attributes.

*Second Grade:*

1. Operations and Algebraic Thinking
  - Represent and solve problems involving addition and subtraction.
  - Add and subtract within 20.
  - Work with equal groups of objects to gain foundations for multiplication.
2. Number and Operations in Base Ten
  - Understand place value.
  - Use place value understanding and properties of operations to add and subtract.
3. Measurement and Data
  - Measure and estimate lengths in standard units.
  - Relate addition and subtraction to length.
  - Work with time and money.
  - Represent and interpret data.
4. Geometry
  - Reason with shapes and their attributes.

*Third Grade:*

1. Operations and Algebraic Thinking
  - Represent and solve problems involving multiplication and division.
  - Understand properties of multiplication and the relationship between multiplication and division.
  - Multiply and divide within 100.
  - Solve problems involving the four operations, and identify and explain patterns in arithmetic.
2. Number and Operations in Base Ten
  - Use place value understanding and properties of operations to perform multi-digit arithmetic.
3. Number and Operations—Fractions
  - Develop understanding of fractions as numbers.
4. Measurement and Data
  - Solve problems involving measurement and estimation of intervals of time, liquid volumes, and masses of objects
  - Represent and interpret data.
  - Geometric measurement: understand concepts of area and relate area to multiplication and to addition.
  - Geometric measurement: recognize perimeter as an attribute of plane figures and distinguish between linear and area measures.
5. Geometry
  - Reason with shapes and their attributes.

*Fourth Grade:*

1. Operations and Algebraic Thinking
  - Use the four operations with whole numbers to solve problems.
  - Gain familiarity with factors and multiples.
  - Generate and analyze patterns.

2. Number and Operations in Base Ten
  - Generalize place value understanding for multi-digit whole numbers.
  - Use place value understanding and properties of operations to perform multi-digit arithmetic.
3. Number and Operations—Fractions
  - Extend understanding of fraction equivalence and ordering.
  - Build fractions from unit fractions by applying and extending previous understandings of operations on whole numbers.
  - Understand decimal notation for fractions, and compare decimal fractions.
4. Measurement and Data
  - Solve problems involving measurement and conversion of measurements from a larger unit to a smaller unit.
  - Represent and interpret data.
  - Geometric measurement: understand concepts of angle and measure angles.
5. Geometry
  - Draw and identify lines and angles, and classify shapes by properties of their lines and angles.

*Fifth Grade:*

1. Operations and Algebraic Thinking
  - Write and interpret numerical expressions.
  - Analyze patterns and relationships.
2. Number and Operations in Base Ten
  - Understand the place value system.
  - Perform operations with multi-digit whole numbers and with decimals to hundredths.
3. Number and Operations—Fractions
  - Use equivalent fractions as a strategy to add and subtract fractions.
  - Apply and extend previous understandings of multiplication and division to multiply and divide fractions.
4. Measurement and Data
  - Convert like measurement units within a given measurement system.
  - Represent and interpret data.
  - Geometric measurement: understand concepts of volume and relate volume to multiplication and to addition.
5. Geometry
  - Graph points on the coordinate plane to solve real-world and mathematical problems.
  - Classify two-dimensional figures into categories based on their properties.

*Sixth Grade:*

1. Ratios and Proportional Relationships
  - Understand ratio concepts and use ratio reasoning to solve problems.
2. The Number System
  - Apply and extend previous understandings of multiplication and division to divide fractions by fractions.
  - Compute fluently with multi-digit numbers and find common factors and multiples.
  - Apply and extend previous understandings of numbers to the system of rational numbers.
3. Expressions and Equations
  - Apply and extend previous understandings of arithmetic to algebraic expressions.
  - Reason about and solve one-variable equations and inequalities.
  - Represent and analyze quantitative relationships between dependent and independent variables.
4. Geometry
  - Solve real-world and mathematical problems involving area, surface area, and volume.

5. Statistics and Probability
  - Develop understanding of statistical variability.
  - Summarize and describe distributions.

*Seventh Grade:*

1. Ratios and Proportional Relationships
  - Analyze proportional relationships and use them to solve real-world and mathematical problems.
2. The Number System
  - Apply and extend previous understandings of operations with fractions to add, subtract, multiply, and divide rational numbers.
3. Expressions and Equations
  - Use properties of operations to generate equivalent expressions.
  - Solve real-life and mathematical problems using numerical and algebraic expressions and equations.
4. Geometry
  - Draw, construct and describe geometrical figures and describe the relationships between them.
  - Solve real-life and mathematical problems involving angle measure, area, surface area, and volume.
5. Statistics and Probability
  - Use random sampling to draw inferences about a population.
  - Draw informal comparative inferences about two populations.
  - Investigate chance processes and develop, use, and evaluate probability models.

*Eighth Grade:*

1. The Number System
  - Know that there are numbers that are not rational, and approximate them by rational numbers.
2. Expressions and Equations
  - Work with radicals and integer exponents.
  - Understand the connection between proportional relationships, lines, and linear equations.
  - Analyze and solve linear equations and pairs of simultaneous linear equations.
3. Functions
  - Define, evaluate, and compare functions.
  - Use functions to model relationships between quantities.
4. Geometry
  - Understand congruence and similarity using physical models, transparencies, or geometry software.
  - Understand and apply the Pythagorean Theorem.
  - Solve real-world and mathematical problems involving volume of cylinders, cones, and spheres.
5. Statistics and Probability
  - Investigate patterns of association in bivariate data.

***Computer Science***

At ~~the Charter School~~ the Advanced Learning Academy, every teacher will have access to dedicated computers in their classrooms to prepare and present teaching activities such as class documentary movies, presentations, etc. Wireless network access will be available at ~~the Charter School~~ the Advanced Learning Academy. Teachers will use various types of technology during classroom instruction, including computer and projector, interactive technology tools, and access to educational websites. Furthermore, the school will utilize computers to support the instructional and managerial needs, such as online grades and attendance information, online homework, and student progress reports for parents using the school information system.

During intervention, teachers use educational materials that provide review, re-teach and enrichment programs.

~~The Charter School~~The Advanced Learning Academy would utilize the same computer software programs and other resources as SAUSD that allow teachers to monitor the progress of students who are achieving below grade level, and provide software generated tests and personalized instructional materials based on common core and California content standards/framework which have not been achieved.

Students at ~~the Charter School~~the Advanced Learning Academy will develop their ability to use technology as a tool for learning, research, observation, and communication. ~~The Charter School~~The Advanced Learning Academy encourages parents' active use of school's technology resources by offering free tutorial sessions on how to track student's performance using School information system and providing computer access to all parents. ~~The Charter School~~The Advanced Learning Academy is aware of the fact that, given its target population, a high percentage of students may have either limited or no access to any computer outside the school. ~~The Charter School~~The Advanced Learning Academy's computer science curriculum is designed for students with limited computer experience. Students requiring extra time with a computer will have the opportunity to visit the computer lab after school.

### ***Textbooks & Instructional Materials***

~~The Charter School~~The Advanced Learning Academy, as a District-dependent charter, will adopt instructional materials that are aligned with Common Core State Standard instructional materials. ~~The Charter School~~The Advanced Learning Academy's Co-Director will work with the District's ~~Chief Academic Officer~~Educational Services Division and teacher leaders to identify, evaluate, and select appropriate materials and to make modifications to core and additional instructional resources.

### ***Small School Environment***

Research has repeatedly indicated that small schools are highly effective in ensuring that urban students reach proficiency. Among the benefits of smaller schools are:

- Lower dropout rates
- More course completion
- Higher grades and improvements in standardized test scores
- Better attendance
- Less exposure to violence
- Increased student engagement and achievement
- Better communication among the staff
- Increased parent involvement
- Greater accountability

At full enrollment ~~the Charter School~~the Advanced Learning Academy will serve 600 students kindergarten through eighth grade. This small size and strategic growth plan allows us to create an environment where every staff member knows each student by name, individual supports are a vital component of the daily schedule, and a strong, orderly, academic culture is consistently maintained. This small school size provides the structure necessary for student success while at ~~the Charter School~~the Advanced Learning Academy and also allows the students to develop the character and discipline necessary for future success.

### ***Culture of High Expectations***

~~The Charter School~~The Advanced Learning Academy has created a structured learning environment where everyone is held to high behavioral and academic expectations at all times. Leaders, teachers, and staff are expected to be professionals who work to the absolute best of their ability to ensure each student's success. Every

staff member must be organized, meticulous, and passionate in the school-wide pursuit of excellence. Each is be a model of the lifelong learner we challenge our students to become.

The leadership, teachers, and staff work together to create and support the high level of structure necessary for students to succeed academically and behaviorally. A clearly defined Code of Conduct outlines the behaviors expected from each student and the consequences for both positive and negative choices. Seemingly small details are given careful attention at ~~the Charter School~~the Advanced Learning Academy. From strict enforcement of the uniform policy, to standards for binder organization, to rules for behavior in the hallway, every detail is planned to ensure a safe, orderly, respectful school community.

In addition to this highly structured approach to management and discipline, ~~the Charter School~~the Advanced Learning Academy also works to create a caring, joyful community in which positive reinforcement and explicit character development efforts help students to build intrinsic motivation. Based on the success of this approach as used at the highest-performing urban charter schools serving a similar population, consistent enforcement of consequences for small infractions prevents larger infractions from occurring.

*Sample Instructional Calendar & Bell Schedule*

**TABLE 4:** *Sample Elementary Bell Schedule*

Lower Elementary (TK-2)		
Breakfast	8:15 AM	8:30 AM
Reading/Writing/ELA	8:30 AM	10:20 AM
Recess	10:20 AM	10:40 AM
Math	10:40 AM	12:05 PM
Lunch	12:05 PM	12:30 PM
PALS (READING)	12:30 PM	12:55 PM
Specials	12:55 PM	1:40 PM
Science/Social Studies	1:40 PM	2:25 PM
Dismissal	2:25 PM	2:40 PM
Tutoring / Clubs	2:40 PM	3:30 PM



**TABLE 5: Sample Intermediate Bell Schedule**

			6	7	8
1st Period	8:00 AM	8:56 AM	ENGLISH	ENGLISH	ENGLISH
2nd Period	9:00 AM	9:56 AM	MATH	MATH	MATH
3rd Period	10:00 AM	10:56 AM	SOCIAL STUDIES	SOCIAL STUDIES	SOCIAL STUDIES
LUNCH	11:00 AM	11:28 AM	LUNCH	LUNCH	LUNCH
Reading	11:32 AM	12:00 PM	PALS	PALS	PALS
4th Period	12:04 PM	1:00 PM	SCIENCE	SCIENCE	SCIENCE
5th Period	1:04 PM	2:00 PM	ELECTIVE/ ELA-MATH ENRICHMENT	ELECTIVE/ ELA-MATH ENRICHMENT	ELECTIVE/ ELA-MATH ENRICHMENT
6th Period	2:04 PM	3:00 PM	ELECTIVE/ ELA-MATH ENRICHMENT	ELECTIVE/ ELA-MATH ENRICHMENT	ELECTIVE/ ELA-MATH ENRICHMENT
After School	3:10 PM	4:00 PM	TUTORING/CLUBS	TUTORING/CLUBS	TUTORING/CLUBS

**EXHIBIT 2: Sample Academic School Calendar**

Santa Ana Unified School District 2013-2014 - Sample Academic School Calendar																											
JULY 2013							AUGUST 2013							SEPTEMBER 2013							OCTOBER 2013						
M	T	W	Th	F			M	T	W	Th	F			M	T	W	Th	F			M	T	W	Th	F		
1	2	3	4	5										2	3	4	5	6				1	2	3	4		
8	9	10	11	12			5	6	7	8	9			9	10	11	12	13			7	8	9	10	11		
15	16	17	18	19			12	13	14	15	16			16	17	18	19	20			14	15	16	17	18		
22	23	24	25	26			19	20	21	22	23			23	24	25	26	27			21	22	23	24	25		
29	30	31					26	27	28	29	30			30							28	29	30	31			
4 Holiday - Independence Day							26 Duty Day - Student Free Day 27 First Day of Instruction Modified Day Professional Development Day *Refer to bottom right of calendar							12 Holiday - Labor Day 20 Back to School Night Modified Day							11 Progress Reports Modified Day						
Instructional Days: 0							Instructional Days: 4							Instructional Days: 20							Instructional Days: 23						
NOVEMBER 2013							DECEMBER 2013							JANUARY 2014							FEBRUARY 2014						
M	T	W	Th	F			M	T	W	Th	F			M	T	W	Th	F			M	T	W	Th	F		
				1			2	3	4	5	6					1	2	3	4	5	6	7	8	9	10	11	12
4	5	6	7	8			9	10	11	12	13			6	7	8	9	10	11	12	13	14	15	16	17	18	
11	12	13	14	15			16	17	18	19	20	21		13	14	15	16	17	18	19	20	21	22	23	24	25	
18	19	20	21	22			23	24	25	26	27	28		20	21	22	23	24	25	26	27	28	29	30	31		
25	26	27	28	29			30	31						27	28	29	30	31									
1 Professional Development Day - Student Free Day 20 End of Trimester (60 Days) Progress Reports Holiday - Veteran's Day / Thanksgiving Modified Day Non-Instruction - Thanksgiving Recess							9 Duty Day - Student Free Day / Parent Conferences Modified Day / Parent Conferences Non-Instruction - Winter Recess Holiday - Winter Recess							1 Holiday - Winter Recess 20 Holiday - Martin Luther King, Jr. Day Modified Day Non-Instruction - Winter Recess							7 Progress Report 10 Holiday - Lincoln Day 17 Holiday - Washington Day Modified Day						
Instructional Days: 14							Instructional Days: 14							Instructional Days: 14							Instructional Days: 18						
MARCH 2014							APRIL 2014							MAY 2014							JUNE 2014						
M	T	W	Th	F			M	T	W	Th	F			M	T	W	Th	F			M	T	W	Th	F		
3	4	5	6	7			7	8	9	10	11	12			5	6	7	8	9			2	3	4	5	6	
10	11	12	13	14			14	15	16	17	18	19			12	13	14	15	16			9	10	11	12	13	
17	18	19	20	21			21	22	23	24	25	26			19	20	21	22	23			16	17	18	19	20	
24	25	26	27	28			28	29	30					26	27	28	29	30			23	24	25	26	27		
31														26	27	28	29	30			30						
19 End of Trimester (60 Days)/Modified Day Progress Reports Modified Day / Parent Conference							17 Open House 30 Modified Day / Testing Window Modified Day / Parent Conference Non-Instruction - Spring Recess Testing Window							9 Progress Report / Testing Window 26 Holiday - Memorial Day Modified Day / Testing Window Testing Window							19 Last Day of Instruction / Modified Day End of Trimester (60 Days) 20 Duty Day - Student Free Day Modified Day						
Instructional Days: 21							Instructional Days: 17							Instructional Days: 21							Instructional Days: 14						
IMPORTANT INFORMATION							DAYS OF INSTRUCTION							PROFESSIONAL DEVELOPMENT DAYS													
1. First Day of Service: August 22, 2013 2. First Day of Instruction: August 27, 2013							180 days 1. Students attend school 2. Parent Conferences: December 9 - 13, 2013 March 31 - April 4, 2014							August 22, 2013: 6 hours (1.0 workday) August 23, 2013: 6 hours (1.0 workday) November 1, 2013: 3 hours (0.5 workday) Total: 15 hours (2.5 Professional Development)													
Board Approved: March 26, 2013 Updated: April 4, 2013																											

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## E. PLAN FOR ACADEMICALLY LOW ACHIEVING STUDENTS

California's high stakes standardized testing program provides results too late for meaningful academic adjustments. Therefore, ~~the Charter School~~ the Advanced Learning Academy students will be tested in the beginning of the school year and several times during the year with standards-based and large-scaled tests, and necessary adjustments to the instruction are made based upon the data.

Campus-wide tests will be used to measure individual levels of student performance reflected in state adopted content standards. The tests will measure various skills, such as analytic ability, critical thinking, and synthesis. While the testing is not used as a basis for student promotion, it will provide a valuable resource to identify students in need of remediation and intervention. The tests will be administered three times every academic year. They adapt to the student's ability, measuring what a child knows and needs to learn. They also measure academic growth over time, independent of grade level or age.

Students are tested in four main subject areas: Reading, Language Usage, Mathematics, and Science. Based on results, student performances will be identified as one of the following:

- Proficient and growing
- Proficient and not growing
- Growing but not proficient
- Not growing and not proficient

While we believe that most students' needs will be met by the wide variety of school-wide supports in place, ~~the Charter School~~ the Advanced Learning Academy is committed to working with students who are achieving below grade level in order to help them achieve at expected levels.

A student at ~~the Charter School~~ the Advanced Learning Academy is considered low-achieving if they meet the following criteria:

1. Performing more than one level below his/her actual grade level based on class assignments and assessments, including a proficient score ~~of Below Basic or Far Below Basic~~ on the California Assessment of Student Performance and Progress (CST-CAASPP) and equivalent scores on Measures of Academic Performance (nationally-normed MAP) assessments
2. Earning below 70% in one or more core subjects and therefore in danger of failing the grade
3. Not on track to make at least one grade level of growth in reading, writing, and math

Students with below-grade-level skills benefit from the following components of our school's design:

- Highly skilled teachers who use a variety of effective teaching strategies and techniques
- Supportive culture of high expectations and discipline
- Predictable class structure in all content areas
- Extended time for literacy (reading and writing) instruction in grades kindergarten through six
- Small, leveled guided reading groups in grades kindergarten through five
- Systematic, explicit instruction in phonics and phonemic awareness in kindergarten through first grade
- Systematic reading strategy and textual analysis instruction
- Extensive independent reading at each student's level
- Small group math instruction in grades kindergarten through three
- Systematic writing and grammar instruction
- Word Walls to reinforce academic vocabulary
- Frequent use of —think-pair-share and other cooperative learning strategies
- Use of graphic organizers to represent ideas
- Reinforcement of ELA standards in all content areas

- Explicit vocabulary instruction in all content areas
- Group work and oral presentations in all content areas
- Frequent use of assessments and specific feedback from teachers
- Frequent communication with and engagement of parents in supporting academic and behavioral expectations

In upper grades, students identified as low achieving will also attend intensive obligatory after school programs tailored towards each student’s needs. This specialized strategy provides the opportunity for struggling students to master the relevant subject’s content standards.

Students demonstrating adequate improvement can advance to a satisfactory level where they are provided moderate tutoring sessions and various fun opportunities, such as recreational clubs, and community trips. For those low-achieving students who do not positively respond to intervention/instruction, the homeroom teachers may decide to include them in different recreational activities to promote students’ interest in learning. The teacher will regularly monitor academic improvement for these low achieving students through in-class assessment and monitoring tools. Parents will remain informed of their student’s academic progress during this process via parent-student-teacher meetings and parent access to student grades and progress reports.

## F. PLAN FOR ACADEMICALLY HIGH ACHIEVING STUDENTS

We are committed in engaging in comprehensive strategies for all students enrolled at ~~the Charter School~~the Advanced Learning Academy. While we believe that most students are appropriately challenged by our rigorous academic program, ~~the Charter School~~the Advanced Learning Academy is committed to working with students who are performing above grade level to provide additional challenge.

Students earning advanced scores on the ESTCAASPP or MAP, or otherwise identified by the staff as high-achieving, benefit from the following components of our school’s design:

- Highly skilled teachers who use a variety of effective teaching strategies and techniques that challenge each student
- Small school size and safe environment, where academic achievement is cool
- Small, leveled guided reading groups that allow high-achieving students to access challenging literature
- Extensive independent reading at each student’s level that allows each child to excel at his or her own pace
- Frequent use of “think-pair-share” and other cooperative learning strategies
- Opportunities to further develop literacy skills in all content areas
- Group work and oral presentations in all content areas
- Frequent use of assessments and specific feedback from teachers
- Frequent communication with and engagement of parents in supporting our college preparatory mission
- Opportunities to build leadership skills through peer tutoring

Classroom teachers are trained to differentiate lessons to meet the needs of advanced learners, and provide learning experiences that meet the special needs of these students with regard to the pace of lessons, the depth of content presented, and variety of processes used and products created.

High-achieving students will also be offered opportunities to study a variety of advanced concepts in core academic subjects and enrichment topics. Additional opportunities for high-achieving students include advanced book clubs, poetry readings, math Olympics, journalism, robotics, speech and debate. These students are also challenged through preparation for and participation in a variety of school-based, local and/or national academic competitions, like spelling bees, science fairs, and Science Olympiad.

## G. PLAN FOR ENGLISH LEARNERS

~~The Charter School~~The Advanced Learning Academy will meet all applicable legal requirements for English Learners (“EL”) as it pertains to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, re-classification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirement. ~~The Charter School~~The Advanced Learning Academy will implement policies to assure proper placement, evaluation, and communication regarding ELs and the rights of students and parents.

### *Home Language Survey*

~~The Charter School~~The Advanced Learning Academy will administer the home language survey upon a student’s initial enrollment into ~~the Charter School~~the Advanced Learning Academy.

### *CELDT Testing*

All students who indicate that their home language is other than English will be a California English Language Development Test (“CELDT”) tested within thirty days of initial enrollment and at least annually thereafter between July 1<sup>st</sup> and October 31<sup>st</sup> until re-designated as fluent English proficient.

### *Reclassification Procedures*

Reclassification procedures utilize multiple criteria in determining whether to classify a pupil as proficient in English including, but not limited to, all of the following:

- Assessment of language proficiency using an objective assessment instrument including, but not limited to, the CELDT.
- Participation of the pupil’s classroom teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil’s curriculum mastery.
- Parental opinion and consultation, achieved through notice to parents or guardians of the language reclassification and placement including a description of the reclassification process and the parents’ opportunity to participate, and encouragement of the participation of parents or guardians in the reclassification procedure including seeking their opinion and consultation during the reclassification process.
- Comparison of the pupil’s performance in basic skills against an empirically established range of performance and basic skills based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English.
- The Student Oral Language Observation Matrix may be used by teachers to measure progress regarding comprehension, fluency, vocabulary, pronunciation, and grammar usage.

### *Strategies for English Learners*

The programs, materials and strategies to be developed, implemented and administered may include:

- Parents will be informed of how the program will specifically help their students learn English taught by qualified teachers who are providing research based instruction.
- Parents will be encouraged to be involved in the academic achievement of their student through written and oral communications which have been translated into the Spanish language Translation into other languages can be accomplished through the use of Santa Ana Unified School District personnel when necessary.
- Parent meetings and conferences regarding their student's identification, placement, progress, and exit criteria will have translators available.
- Parents will receive support strategies to assist their student at home
- Spanish speaking individuals will make phone calls to parents and translate at meetings

### **H. PLAN FOR SOCIO-ECONOMICALLY DISADVANTAGED STUDENTS**

A goal of ~~the Charter School~~the Advanced Learning Academy is to expose students to STEM curriculum and inspire students to pursue STEM-related careers that might not have otherwise been exposed to STEM curriculum. ~~The Charter School~~The Advanced Learning Academy plans to offer the District a unique educational program that accomplishes this goal.

We believe that poverty alone does not indicate the need for specific instructional techniques. Our instructional approaches are based on each student's instructional needs, not their income level. Our school design is based on highly successful urban schools that serve a similar population of low-income students and offers a multitude of supports that meet the needs of potentially —at-risk students, including:

- Highly skilled teachers who use a variety of effective teaching strategies and techniques
- Small school size and safe environment
- Supportive culture of high expectations and discipline
- Predictable class structure in all content areas
- Extended time for literacy (reading and writing) instruction
- Small, leveled guided reading groups
- Systematic, explicit instruction in phonics and phonemic awareness in kindergarten through first grade
- Systematic reading strategy and textual analysis instruction
- Extensive independent reading at each student's level
- Phonics, decoding, and fluency groups
- Systematic writing and grammar instruction
- Small group math instruction in grades kindergarten through three
- Frequent use of —think-pair-share! and other cooperative learning strategies
- Use of graphic organizers to represent ideas
- Reinforcement of ELA standards in all content areas
- Explicit vocabulary instruction in all content areas
- Group work and oral presentations in all content areas
- Frequent use of assessments and specific feedback from teachers
- Frequent communication with and engagement of parents in supporting academic and behavioral expectations.

California Department of Education defines socio-economically disadvantaged student as a student neither of whose parents have received a high school diploma or as a student who is eligible for the free or reduced-price lunch program, also known as the National School Lunch Program (NSLP). ~~The Charter School~~The Advanced

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Learning Academy will also use registration records, home visits and parent surveys to identify the socio-economically disadvantaged students.

Being socio-economically disadvantaged means that the parents would likely not be able to provide sufficient help with topics taught in class or homework assigned to the student. Every student has a potential to learn and excel. However, not all students have the motivation to excel, or the means to do so. Socio-economically disadvantaged students are prone to fail because of lack of high expectation, or they do not have necessary assistance and guidance required of their families.

The instructional design of ~~the Charter School~~the Advanced Learning Academy addresses the needs of low-income and socio-economically disadvantaged students. ~~The Charter School~~The Advanced Learning Academy will identify the socio-economically disadvantaged and low-achieving students in the first weeks of the academic year, and implement early intervention where indicated.

While tutoring, additional resources given by teachers and available at the library, and after school programs will enhance the academic progress of the students; motivational guest speaker programs, parent meetings, university and college visits, and field trips are planned to shape the educational vision of the student and the family. Socio-economically disadvantaged students will have role models around them who will inspire motivation to focus on lessons and self-confidence with the discovery of their potential.

**I. PLAN FOR SPECIAL EDUCATION**

~~The Charter School~~The Advanced Learning Academy recognizes its responsibility to enroll and support students with disabilities who can benefit from its programs and who otherwise qualify for enrollment and pledges to work in cooperation with SAUSD to ensure that a free and appropriate education is provided to all students with exceptional needs. ~~The Charter School~~The Advanced Learning Academy will comply with all applicable state and federal laws in serving students with disabilities, including, but not limited to the Individuals with Disabilities Education Act of 2004 (IDEA), Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and any other civil rights enforced by the U.S. Department of Education Office of Civil Rights (OCR). Furthermore, ~~the Charter School~~the Advanced Learning Academy will comply with AB 602, SAUSD guidelines, and all California laws pertaining to special education students.

Initially and by default, ~~the Charter School~~the Advanced Learning Academy shall be considered a “school of the District” for purposes of Special Education purposes pursuant to Education Code Section 47641(b). However, ~~the Charter School~~the Advanced Learning Academy reserves the right to make written verifiable assurances that it may become an independent local educational agency (LEA) and join a SELPA pursuant to Education Code Section 47641(a) either on its own or with a grouping of charter school LEAs as a consortium. A change in LEA status or SELPA membership shall not constitute a material revision of this charter.

So long as ~~the Charter School~~the Advanced Learning Academy operates as a public school of the District, solely for purposes of providing special education and related services under the IDEA pursuant to Education Code Section 47641(b) and in accordance with Education Code Section 47646 and 20 U.S.C. 1413, ~~the Charter School~~the Advanced Learning Academy seeks services from the District for special education students enrolled in ~~the Charter School~~the Advanced Learning Academy in the same manner as is provided to students in other District schools.

Per Federal Law, all students with disabilities will be fully integrated into the programs of ~~the Charter School~~the Advanced Learning Academy, with the necessary materials, services, and equipment to support their learning. The school will ensure that any student with a disability attending ~~the Charter School~~the Advanced Learning Academy is properly identified, assessed and provided with necessary services and supports.

~~The Charter School~~The Advanced Learning Academy will meet all the requirements mandated within a student’s ~~INDA Advanced Learning Academy~~ Charter School Petition



Individualized Education Program (IEP). The school will seek to include all special needs students with non-disabled peers to the maximum extent appropriate according to their IEP. However, if the student's needs as documented on the IEP require a program other than inclusion, the school will work with the District and/or SELPA to provide an appropriate placement and services.

~~The Charter School~~The Advanced Learning Academy will work with the District to make time and facilities available to meet the needs of the student's IEP. ~~The Charter School~~The Advanced Learning Academy will actively participate in all aspects of the IEP to enable the student to be successful, including the appropriate individual tutoring schedule and classroom modifications, strategies, and techniques. The school will make available student's work products for analysis and evaluation of progress and will participate in the IEP reviews conducted by the District.

If a parent or faculty member feels the student's educational needs are not being met, they may request a reassessment or a review of the IEP by the IEP team at any time during the year via written notice to ~~the Charter School~~the Advanced Learning Academy, which will then forward such written notice to SAUSD within two school days. The school will encourage open communication between the parents and the district for any items related to the special education services. Students at ~~the Charter School~~the Advanced Learning Academy who have IEP's will continue to attend the school, unless the IEP recommends otherwise and states why.

In order to comply with Child Find requirements as specified by law, ~~the Charter School~~the Advanced Learning Academy will establish a referral and assessment process that brings together the parent/guardian, student, and school personnel to address any problems that interfere with a student's success at the school. This process will entail search and serve, a Student Study Team, referral, assessment and IEP review.

#### *Interim & Initial Placements of New Charter School Students*

If a student enrolls at ~~the Charter School~~the Advanced Learning Academy with an existing IEP, ~~the Charter School~~the Advanced Learning Academy will notify SAUSD within 5 days. An IEP meeting will be convened within 30 days to review the existing IEP, discuss the students' present levels of performance and needs, and offer an appropriate placement and services. Prior to such meeting and pending agreement on a new IEP, ~~the Charter School~~the Advanced Learning Academy shall work with the District or SELPA to implement the existing IEP at ~~the Charter School~~the Advanced Learning Academy or as otherwise agreed by the parent/guardian.

#### *Referral for Assessment*

The referral process is a formal, ongoing review of information related to students who are suspected of showing potential signs of needing special education and related services. ~~The Charter School~~The Advanced Learning Academy's internal method of referral for assessment will be the Student Study Team. The parent of any student suspected of needing or qualifying for special education services may also make a referral for an evaluation. Any such referrals will be responded to in writing by ~~the Charter School~~the Advanced Learning Academy within 15 days, either granting the request or denying the request pursuant to CFR 300.503 prior written notice requirements. ~~The Charter School~~The Advanced Learning Academy will notify SAUSD of the assessment request on the receipt of the request. Parents will be informed via the Special Education Administrator that special education and related services are provided at no cost to them.

The Assessment Plan along with the Parental Safeguards document is adequate notice of granting the request for assessment. The parent will be given at least 15 days to provide written consent to the Assessment Plan. Assessments will be done only upon receipt of written parent permission. The assessment will be completed and an Individualized Education Program (IEP) meeting held within 60 days of receipt of the parent's written consent for assessment.

#### *Assessment*

The Principal will be responsible for gathering all pertinent information and sharing such information with the District. Information gathered will be used as tools to determine the student's disability, eligibility for services, and determining the nature and extent of required services. Assessment procedures will be conducted in the student's primary language unless to do so is clearly not feasible, and an interpreter will be provided if needed. The types of assessments that may be used for determining eligibility for specialized instruction and services will include, but are not limited to:

- Individual testing;
- Teacher observations;
- Interviews;
- Review of school records, reports, and work samples; and
- Parent input.

Unless conflicting with District or SELPA policies and procedures, ~~the Charter School~~The Advanced Learning Academy will follow the following assessment guidelines. If a conflict with District policies and procedures exists, then District policies and procedures will govern.

- Parents or guardians of any student referred for assessment must give their written consent for the school to administer the assessment;
- The assessment will be completed and an IEP meeting held within 60 days of receipt of the parent's written consent for assessment;
- The student must be evaluated in all areas related to his/her suspected disability;
- Assessments must be conducted by a person with knowledge of the student's suspected disability and administered by trained and knowledgeable personnel in accordance with any instructions provided by the producer of the assessments. Individually administered tests of intellectual or emotional functioning must be administered by a credentialed school psychologist;
- Assessments must be selected and administered so as not to be racially, culturally, or sexually discriminatory;
- Assessments will be delivered in the student's primary language unless to do so is clearly not feasible, and a qualified interpreter will be provided if needed;
- Assessment tools must be used for purposes for which the assessments or measures are valid and reliable; and
- Assessments will be adapted as necessary for students with impaired sensory, physical or speaking skills; and
- A multidisciplinary team will be assembled to assess the student, including a teacher knowledgeable in the disability.

Upon completion of the assessment, an IEP team will be assembled to review the results of the assessment and determine the student's need for special education. ~~The Charter School~~The Advanced Learning Academy, in coordination with SAUSD will be responsible for scheduling, coordinating and facilitating the IEP meeting. Educators qualified to interpret test results will present the assessment data at the IEP meeting. Parents will be provided with written notice of the IEP meeting, and the meeting will be held at a mutually agreeable time and place.

### ***Development & Implementation of IEP***

Every student who is assessed by the school will have an IEP that documents assessment results and eligibility determination for special education services.

~~The Charter School~~The Advanced Learning Academy, in collaboration with SAUSD, will ensure that all aspects of the IEP are implemented at the school site. ~~The Charter School~~The Advanced Learning Academy will provide accommodations (outlined within each individual's IEP) in the general education environment taught by the

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general education teacher. Students at the school who have IEP's will be served in the Least Restrictive Environment (LRE).

Each student's IEP team oversees the IEP development and implementation and documentation of progress of the student. All decisions concerning the special education programs and services to be provided to a student with a disability are to be made by the IEP team. The IEP team must include all of the following members:

- The parent or guardian of the student for whom the IEP was developed
- The Student, if appropriate
- The Principal or designee
- At least one special education teacher of the student
- A General Education teacher who is familiar with the curriculum appropriate to that student, if the student is, or may be, participating in the general education environment;
- A District Special Education Representative
- If the child was recently assessed, the individual who conducted the assessment or who is qualified to interpret the assessment results;

Others familiar with the student may be invited as needed. ~~The Charter School~~The Advanced Learning Academy views the parent as a key stakeholder in these meetings and will make every effort to accommodate parents' schedules and needs so that they will be able to participate effectively on the IEP team. The school will provide an interpreter if necessary to ensure that all parents and/or guardians understand and can participate in the IEP process. If a parent cannot attend the IEP meeting, the school will ensure his/her participation using other methods, such as conferencing by telephone.

A copy of the IEP will be given to the parent in accordance with federal and state laws and SAUSD policies. Upon the parent or guardian's written consent, the IEP will be implemented by ~~the Charter School~~the Advanced Learning Academy, in cooperation with the District or SELPA in which ~~the Charter School~~the Advanced Learning Academy is a member. The IEP will include all required components and be written on District forms.

The student's IEP will include the following:

- A statement of the student's present levels of academic achievement and functional performance
- The rationale for placement decisions
- The services the student will receive and the means for delivering those services
- A description of when services will begin, how often the student will receive them, who will provide them, and where they will be delivered
- Measurable annual goals and short-term objectives focusing on the student's current level of performance
- A description of how the student's progress toward meeting the annual goals will be measured and monitored and when reports will be provided
- Accommodations necessary to measure the academic achievement and functional performance of the student on state and district assessments
- For students 16 years of age and older or younger than 16 years of age, if the IEP team deems appropriate, measurable postsecondary goals related to training, education, employment and independent living skills, along with transition services needed to assist the student in reaching those goals.

IEP meetings will be held according to the following schedule:

- Yearly to review the student's progress and make any necessary changes to conduct student's Annual Review IEP
- Every three years to review the results of a mandatory comprehensive reevaluation of the student's eligibility and unique needs progress

- After the student has received a formal assessment or reassessment
- When a parent, teacher or other team member requests an IEP review for a student, consistent with state and federal law, IEP meetings will be held within 30 days of a parent's request during the school year
- When an Individual Transition Plan is (ITP) required at the appropriate age
- When ~~the Charter School~~the Advanced Learning Academy seeks to suspend or remove the student for a period of 10 days or more for the same behavior, in order to determine if the student's misconduct was a manifestation of his/her disability.

#### 1. IEP Review

The IEP team will formally review the student's IEP at least once a year to determine how the IEP is meeting his/her needs. In accordance with IDEA regulations, the IEP team will also conduct a formal review of the IEP once every three years, in which the student is reassessed to determine if the student remains eligible for special education and, if so, the student's unique needs and goals.

If a parent or faculty member believes the student's educational needs are not being met, they may request a reassessment or a review of the IEP by the IEP team at any time during the school year via written notice to the school. Once the request is received, ~~the Charter School~~the Advanced Learning Academy will have thirty days to hold the IEP meeting.

Parents will be informed of student progress as specified on the students' IEP. The District's electronic IEP and progress report shall be utilized by the Charter.

#### 2. Staffing

Although SAUSD will hold ultimate responsibility for providing Special Education services (so long as ~~the Charter School~~the Advanced Learning Academy operates as a school of the District for purposes of special education), ~~the Charter School~~the Advanced Learning Academy is committed to assuring all IEPs are properly implemented.

It is the goal of ~~the Charter School~~the Advanced Learning Academy to employ at least one full time teacher who, in addition to having the proper credentials to teach a general education subject, will also possess a Special Education Credential. This teacher, along with the ~~principal Co-Director of the Charter School~~the Advanced Learning Academy, will be the primary Charter School representative tasked with assuring that all aspects of the IEPs and 504 plans are implemented. All teaching staff at ~~the Charter School~~the Advanced Learning Academy will implement all IEPs and 504 plans appropriately for students at the Charter.

#### 3. Reporting

~~The Charter School~~The Advanced Learning Academy, in collaboration with SAUSD, will collect and maintain all information on disabled students as required by the CDE, utilizing the District's electronic IEP. ~~The Charter School~~The Advanced Learning Academy will utilize the Notice of Procedure Safeguards used by the District in which it is a member and pursuant to procedures established by the District.

#### 4. Complaint Resolution

Parents or guardians also have the right to file a complaint with SAUSD and/or California State Department of Education if they believe that the school or SELPA has violated federal or state laws or regulations governing special education.

#### 5. Special Education Strategies for Instruction & Services

~~The Charter School~~The Advanced Learning Academy will comply with the federal mandate of the "least restrictive environment," meaning that the school will make every attempt to educate special education students along with their non-disabled peers. ~~the Charter School~~the Advanced Learning Academy will mainstream all of its students as much as is appropriate according to each individual IEP, offering a comprehensive inclusion program that includes specialized individual tutoring through ~~the Charter School~~the Advanced Learning

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Academy's extended day and year. Each student's IEP requires differentiation for instruction and services, therefore the educational strategies of the IEP will be built around the student's needs and how these fit within the general educational program of the school. The instruction outlined in each student's IEP will be delivered by personnel qualified to do so.

#### 6. Professional Development for ~~the Charter School~~the Advanced Learning Academy Staff

The School Director, Principal, regular and special education teaching staff, as well as other appropriate faculty and staff members will attend professional development and/or training meetings necessary to comply with state and federal special education laws, including those sponsored by the District or SELPA.

So long as ~~the Charter School~~the Advanced Learning Academy operates as a "school of the District" for special education purposes, DISTRICT agrees to allow ~~the Charter School~~the Advanced Learning Academy staff access to all Special Education related professional development opportunities that are available to district employees.

#### 7. Section 504 of the Rehabilitation Act

~~The Charter School~~The Advanced Learning Academy shall be solely responsible for its compliance with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act. All facilities of the School shall be accessible for all students with disabilities in accordance with the ADA.

~~The Charter School~~The Advanced Learning Academy recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of ~~the Charter School~~the Advanced Learning Academy. Any student, who has an objectively identified disability which substantially limits a major life activity including but not limited to learning, is eligible for accommodation by the school.

A 504 team will be assembled by the ~~Principal-Co-Director~~ and shall include a SAUSD representative, the parent/guardian, the student, a qualified faculty member, and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The 504 team will review the student's existing records; including academic, social and behavioral records, and is responsible for making a determination as to whether an evaluation for 504 services is appropriate. If the student has already been evaluated under the IDEA but found ineligible for special education instruction or related services under the IDEA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team who will evaluate the nature of the student's disability and the impact upon the student's education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team may also consider the following information in its evaluation:

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- Tests and other evaluation materials include those tailored to assess specific areas of educational need, and not merely those which are designed to provide a single general intelligent quotient.
- Tests are selected and administered to ensure that when a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student's aptitude or achievement level, or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual or speaking skills.

The final determination of whether the student will or will not be identified as a person with a disability is made by the 504 team in writing and notice is given in writing to the parent or guardian of the student in their primary language along with the procedural safeguards available to them. If during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education per the IDEA, a referral for assessment under the IDEA will be made by the 504 team.

If the student is found by the 504 team to have a disability under Section 504, the 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives the free and appropriate public education (“FAPE”). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the School’s professional staff.

The 504 Plan shall describe the Section 504 disability and any program accommodations, modifications or services that may be necessary. All 504 team participants, parents, guardians, teachers and any other participants in the student’s education, including substitutes and tutors, must have access to each student’s 504 Plan. The Principal-Co-Director will ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that he/she review the 504 Plan with a long-term substitute. A copy of the 504 Plan shall be maintained in the student’s file. Each student’s 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility.

## ELEMENT TWO & THREE | MEASURABLE STUDENT OUTCOMES & PUPIL PROGRESS MEASUREMENT METHOD

**Governing Law:** The measurable pupil outcomes identified for use by ~~the charter school~~the Advanced Learning Academy. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program. *Education Code Section 47605(b)(5)(B)*.

**Governing Law:** The method by which pupil progress in meeting those pupil outcomes is to be measured. *Education Code Section 47605(b)(5)(C)*.

### A. APPROACH TO ASSESSMENT & DATA

~~The Charter School~~The Advanced Learning Academy's mission is to prepare students with the academic skills, character traits, and intellectual discipline necessary to excel in high school, college, and life. This includes providing at-risk elementary and intermediate school students with a college-preparatory instructional program that equips them for success in high school Honors and Advanced Placement courses. While we recognize that such growth is achieved in gradual, incremental steps, ~~the Charter School~~the Advanced Learning Academy regularly assesses the effectiveness of our programs using a variety of assessment tools. These frequent and systematic assessments provide the school leadership and teachers with valuable data that allow us to critique our academic program, adapt instructional approaches, and establish new goals to best serve our student population. Should any changes to the measurable pupil outcomes be made, ~~the Charter School~~the Advanced Learning Academy will submit those changes to the SAUSD as an update to the charter.

We believe in the value of standardized test data and also recognize that no single assessment provides a comprehensive picture of student progress. As a result, ~~the Charter School~~the Advanced Learning Academy uses a combination of assessments to gather valuable data about our students' strengths and weaknesses and allow us to make informed instructional decisions. ~~The Charter School~~The Advanced Learning Academy has created interim benchmark tests using a thorough understanding of grade-level standards and the school's scope and sequence, an intense look at California's released test questions and other relevant assessments, and will use the CDE's blueprints as models for each benchmark test. Teachers receive professional development and on-going feedback to improve quality of their informal and formal assessments and push them to consistently analyze and use data in ways that drive student achievement.

### *Data Analysis & Data-Driven Instruction*

Management and teachers use test data to analyze areas of strength and weakness and to set priorities for each school year. Diagnostic assessments are administered at the start of each year to determine a baseline for students in English language arts and math. This data, along with classroom observation and other assessments, provides valuable details about students' needs in each content area, and results are used to help teachers plan lessons, effectively differentiate, and participate in academic support groups during tutoring.

Teachers meet with the management team after each round of interim assessments to closely inspect the data, look for patterns, and create an action plan for both the class and individual students based on the results. These action plans identify:

- Skills/concepts to be retaught to the entire class
- Skills/concepts to be retaught to small groups during class
- Skills/concepts to be retaught to individual students with one-on-one teacher instruction or with the assistance of a peer or volunteer tutor
- Adjustments to existing small groups for reading and math instruction

- Weaknesses in the curriculum to be revised for subsequent years
- Support and professional development for the teacher to strengthen areas of instructional weakness

Action plans are revisited frequently in grade-level and content-area team meetings to ensure that students are making adequate progress toward mastery. At least one teacher professional development meeting each month will include the analysis of student assessment data.

### ***Reporting of Data***

~~The Charter School~~The Advanced Learning Academy creates a School Accountability Report Card (SARC) for submission to the CDE, including the following components. The SARC will be updated annually by the Operations Manager under the supervision of the Co-Director of Finance and Operations.

- Demographic data
- School safety and climate for learning information
- Academic data
- School completion rates
- Class sizes
- Teacher and staff information
- Curriculum and instruction descriptions
- Postsecondary preparation information
- Fiscal and expenditure data
- Adequate yearly progress data

### ***Communication of Data with Students & Families***

Students and their families deserve to be consistently and proactively informed about student performance. ~~The Charter School~~The Advanced Learning Academy involves students and their parents in the analysis of student work, noting progress, areas of strength, and plans to remediate any deficits.

After each round of interim assessments, teachers share results with students during class and short individual conferences with each student. At these mini-conferences, teachers work with each student to set goals for the upcoming assessment and personalize an individual action plan, including small group instruction or tutoring, as needed.

Teachers also use interim assessment results to create and maintain mastery charts for each student that show progress toward mastery for each content standard taught each year. These mastery charts are shared with students after each round of assessments and reviewed with parents at each report card conference. Interim assessment results, chapter and unit tests, and midterm and final exams are sent home for parents to review and sign.

State testing results are also sent to families and ~~the Charter School~~the Advanced Learning Academy hosts an annual parent meeting each summer to share the school's progress toward school-wide goals and also explain individual score reports to students and their families. The SARC will also be made available to the public through ~~the Charter School~~the Advanced Learning Academy website.

### ***Student Achievement Goals***

The principal, staff, and teachers of ~~the Charter School~~the Advanced Learning Academy will be held accountable by the SAUSD for meeting the following student outcome goals, in addition to Common Core goals.

**TABLE 6: Measurable Student Outcome Goals and Assessment Tools**

Outcome	Goal	Assessments
Academic Performance Index (“API”) growth	For the first year of operation, met or exceed the API meet or exceed the API of comparable SAUSD schools identified in Table 1 in Element 1. For subsequent years, meet or exceed API growth target in the year prior.	API reports (annual) <del>Benchmark-Map</del> assessments (quarterly)
Adequate Yearly Progress (“AYP”)	For the first year of operation, met or exceed the API meet or exceed the API of comparable SAUSD schools identified in Table 1 in Element 1. For subsequent years, meet or exceed API growth target in the year prior.	AYP reports (annual) <del>Benchmark-Map</del> assessments (quarterly)
Grade-level proficiency	At least 80% of the students demonstrate grade-level proficiency on standards in Reading/Language Arts, Math, Science, and Social Studies. <del>OR 5-10% increase in proficiency each year a minimum of 1.5 years growth on the MAP</del>	<del>EST-CAASPP</del> reports (annual) <del>Benchmark-Map</del> assessments (quarterly) End-of-year student report cards (annual)
Student attendance rate	Average daily attendance rate of at least 95%	Daily attendance reporting via Aeries (daily) ADA rate report (monthly)
Student suspension rate	Suspension rate lower than the SAUSD average	CDE records (annual) Suspension reporting via Aeries (daily)
English Learner (EL) performance	50% of ELs will advance one overall performance level on the CELDT each year. 50% of ELs at overall Early Advanced performance level on the CELDT who are enrolled no less than one year will be reclassified to fluent English proficient (RFEP) each year.	CELDT reports (annual) CDE records (annual) School records (annual)
Graduation rate	Graduation rate higher than the SAUSD average	CDE records Enrollment and graduation records
Dropout rate	Dropout rate lower than the SAUSD average	CDE records Enrollment and graduation records
CAHSEE passing rate	10th grade CAHSEE passing rate of more than 70% during the first test administration of the year	CAHSEE reports

**TABLE 7: Representative Measurable Student Outcomes and Assessment Tools in Core Academic areas**

Curricular Focus	Measurable Outcomes	Assessment Tools
Core Academic Skills (Mathematics)	<p>Ability to solve text-based as well as real-world problems using a variety of mathematics tools and procedures</p> <p>Implement a variety of problem-solving strategies.</p> <p>Develop fluency in basic computational/procedural skills.</p> <p>Communicate precisely about quantities and logical relationships.</p> <p>Make connections among mathematical ideas and between mathematics and other disciplines.</p> <p>Be aware of the range of careers available in mathematics.</p>	<p>Assignments, tests and activities designed by the teacher or using published materials and sometimes scored using rubrics. (weekly, monthly, each semester)</p> <p>State-mandated tests aligned to standards (e.g., <a href="#">CSTCAASPP</a>) (annual)</p> <p>Portfolios of student work, reports and/or presentations scored by the teacher using rubrics. (monthly)</p> <p>MAP Testing (quarterly)</p>
Core Academic Skills (Science)	<p>Work individually and on a team, using scientific inquiry and skills and the scientific method to ask and answer questions about the physical world.</p> <p>Use critical thinking skills to analyze scientific problems and reach conclusions.</p> <p>Effectively communicate results verbally and in writing.</p> <p>Be aware of the range of careers available in science.</p>	<p>Assignments, tests and activities designed by the teacher or using published materials and sometimes scored using rubrics. (weekly, monthly, each semester)</p> <p>State-mandated tests aligned to standards (e.g., <a href="#">CSTCAASPP</a>) (grades 6 – 8) (annual)</p> <p>Portfolios of student work, reports and/or exhibits scored by the teacher using rubrics. (monthly)</p> <p><a href="#">MAP Testing (quarterly)</a></p>
Core Academic Skills (Language Arts)	<p>Grade-level and critical reading skills.</p> <p>Knowledge of a coherent body of literature from the traditional canon.</p> <p>Effective and accurate writing skills.</p> <p>Effective verbal communication skills.</p> <p>Critical-thinking skills.</p>	<p>Assignments, tests and activities designed by the teacher or using published materials and sometimes scored using rubrics. (weekly, monthly, each semester)</p> <p>State-mandated tests aligned to standards (e.g., <a href="#">CSTCAASPP</a>) (annual)</p> <p>Portfolios of student work, reports and/or presentations scored by the teacher using rubrics. (monthly)</p> <p><a href="#">MAP Testing (quarterly)</a></p>
Core Academic Skills (History - Social Science)	<p>Ability to analyze, explain, and evaluate world, US and world history.</p> <p>Ability to link events in one historical period to another.</p> <p>Effective writing and verbal communication skills.</p> <p>Critical-thinking skills.</p> <p>Critical-reading skills.</p> <p>Understanding of cause and effect.</p> <p>Understanding the importance of belief systems.</p>	<p>Assignments, tests and activities designed by the teacher or using published materials and sometimes scored using rubrics. (weekly, monthly, each semester)</p> <p>State-mandated tests aligned to standards (e.g., <a href="#">CSTCAASPP</a>) (annual)</p> <p>Portfolios of student work, reports and/or presentations scored by the teacher using rubrics. (monthly)</p>



**TABLE 8: Representative Measurable Outcomes and Assessment Tools for Interpersonal Skills**

Skills	Measurable Outcomes	Assessment Tools
Leadership, Collaboration and Cooperation	Incorporate personal management skills on a daily basis. Effective participation in group decision-making processes. Work cooperatively with others and be a team player in achieving group goals. Be able to assume leadership in group tasks.	End of semester teacher evaluations on student behaviors. Teachers' comments entered into the Student Information System. Portfolios of student work, reports and/or exhibits including group assignments.
Self-assessment and Reflection	Describe, analyze and prioritize personal skills and interests that they want to develop. Describe and effectively use the personal qualities they possess that make them successful members of their school and community. Recognize their intelligence types and personal learning styles and employ those styles in their learning and personal development.	End of semester teacher evaluations on student behaviors. Teachers' comments entered into the Student Information System. Portfolios of student work, reports and/or presentations scored by the teacher using rubrics.
Goal Setting	Set positive academic and non-academic goals. Apply goal-setting skills to promote academic success. Set post-secondary goals with action steps, timeframes, and evaluation criteria. Identify the skills and credentials required for a particular profession and prepare accordingly.	End of semester teacher evaluations on student behaviors. Teachers' comments entered into the Student Information System. Portfolios of student work, reports and/or presentations scored using rubrics.
Critical Thinking and Problem Solving	Implement stop, think, and act strategies in solving daily life problems. Generate alternative solutions to problems and predict possible outcomes. Apply the steps of systematic decision-making in school and life.	End of semester teacher evaluations on student behaviors. Portfolios of student work, reports and/or presentations scored using rubrics.
Self-discipline	Implement a plan to meet a need or address a challenge based on personal strengths and available support from others. Explore career opportunities based on their identified interests and strengths. Show self-esteem based on accurate assessment of self.	End of semester teacher evaluations on student behaviors. Portfolios, presentations and/or exhibits of student work
Citizenship	Personal honesty and integrity. Courage to express their views. Love, respect and loyalty to the United States of America. Understanding and tolerance towards other societies in the world. Participate in multicultural and cross-cultural activities.	End of semester teacher evaluations on student behaviors. Teachers' comments entered into the Student Information System. Portfolios, presentations and/or exhibits of student work, peer competitions

## B. STATEWIDE ASSESSMENTS

~~The Charter School~~ The Advanced Learning Academy agrees to comply with and adhere to the State requirements for participation and administration of all state mandated tests and Common Core tests. Test results will be provided directly to the District.

## C. GRADING & PROMOTION

The primary purpose for grading is to provide feedback to students and parents on the achievement of learning goals. At ~~the Charter School~~the Advanced Learning Academy, course report card grades are to be represented in letter-grade equivalent to the percentage earned in each course.

~~The Charter School~~The Advanced Learning Academy's grading policy will be consistent with the SAUSD's policy. If a conflict with District policies and procedures exists, then District policies and procedures will govern.

### *Grading Policy*

Students at ~~the Charter School~~the Advanced Learning Academy earn grades based on their demonstration of mastery of the California Content Standards. Grades include student performance on in-class work, homework, assessments, and other components as applicable to each content area. Each department will work with the Department Chair in conjunction with the School's Co-Director to develop specific and consistent weights for each component to ensure that grades are calibrated and assigned in a fair and consistent manner that corresponds with student mastery of State Content Standards. The grading standards are school-wide and will be shared with parents and students. Exceptions to this grading policy for students with special needs are based on each student's IEP.

Table 9 indicates the ways in which letter, percentage, and rubric grades are used at ~~the Charter School~~the Advanced Learning Academy and what these grades mean in terms of a student's level of mastery of the State Content Standards:

**TABLE 9: Grading Policy**

Letter Grade (grades 2-8)	Percentage	Rubric Score (grades TK-1)	Meaning
A+	98-100%	4	A student earning an A in a course is consistently demonstrating advanced levels of mastery with the content standards.
A	93-97%		
A-	90-92%		
B+	88-89%	3	A student earning a B in a course is consistently demonstrating proficiency with the content standards.
B	83-87%		
B-	80-82%		
C+	78-79%	2	A student earning a C in a course is consistently demonstrating basic competency with the content standards.
C	73-77%		
C-	70-72%		
<del>NY80</del> <u>NYP</u>	Below 70%	0 or 1	A student earning less than 70% in a course is not yet demonstrating a basic level of mastery with the content standards and needs to demonstrate mastery of the standards before credit will be earned.

### *ELD Grades*

1 = Beginning,  
2 = Early Intermediate,  
3 = Intermediate,  
4 = Early Advanced,  
5 = Advanced

The following is ~~the Charter School~~The Advanced Learning Academy's policy regarding the retention of pupils in grades K–5:

Grades K–2: Any student who is not at benchmark based on (1) reading benchmark assessments or (2) math benchmark assessments or (3) report card grades; Grades 3–5: Students who fail to achieve the minimal level of proficiency (BASIC) in accordance with SBE Section 60648 on MAP tests and/or ~~CST-CAASPP~~(California Standards Test) in Mathematics or Reading and Language Arts; Grades K-5: Any student who is more than one year behind grade level in mathematics or reading and language arts as determined by the MAP assessments. Kindergarten students will be retained only if the teacher and parent are in agreement that retention is the best intervention to ensure student success.

An identified student who is performing below the minimum standard for promotion shall be recommended by the student's teacher for retention in the current grade unless the student's teacher determines in writing that retention is not the appropriate intervention for the student's academic deficiencies. The teacher's recommendation to promote is contingent upon a detailed plan to correct deficiencies. At ~~the Charter School~~The Advanced Learning Academy, the following steps will be taken prior to a student being retained:

- A letter shall be sent to the student's parent(s) or guardian(s) by May 1st of each school year informing them that their child is at risk of retention.
- The teacher's evaluation shall be provided to and discussed with the student's parent(s) or guardian(s) and the principal before any final determination of pupil retention. The parent(s)/guardian(s) are informed at that meeting that their child is recommended for retention. This meeting is documented with an academic support plan signed by both the teacher and parent/guardian.
- The principal shall make a decision regarding the recommended retention. Upon the acceptance or rejection of the above stated reports by the principal, a letter shall be sent within five school days to formally inform the student's parent(s) or guardian(s) of the principal's decision regarding the retention.
- The parent(s) or guardian(s) shall have the right to appeal the decision to the ~~Deputy Superintendent~~Chief Academic Officer of the District.
- The program design of ~~the Charter School~~The Advanced Learning Academy is to ensure that all children succeed. Students who are in jeopardy of retention are individually counseled and given extra help in their specific areas of concern, both in class and through intervention offerings.

### *Report Cards*

Student report cards create a succinct written record of student performance by compiling data from multiple assessments both formal and informal. Report cards are one of several ways to keep parents informed about student performance and to ensure that data collection is regular and consistent. Report cards reflect student achievement toward state standards, and summarize narratives, anecdotal records, attendance data, and information about student participation in class and school life. Results of standardized tests are mailed separately as well as included in the student grade report with explanations designed to help students and parents interpret their relationship to other assessments.

~~The Charter School~~The Advanced Learning Academy will use a standards-based report card that is aligned with the ~~California State Standards~~New State Standards. For each academic content area, students are scored on a 1–5 scale, which mirrors the ~~CST-CAASPP~~ scores. ELD also uses the 1–5 scale, but the scores mirror the CELDT scores. The guidelines for all content areas indicate the Proficient Level. Proficient is considered at grade level. To receive a Proficient (4), the expectation is that the student has mastered all the standards indicated in the guidelines for that marking term.

Students will receive a report card three times a year. At the end of the first and second trimester, teachers will arrange a conference to discuss the report card with every parent/guardian. End-of-the-year conferences are prioritized for parents/guardians of students not making progress, low-achieving students, and those being

retained. Other parents/guardians are encouraged to attend teacher conferences at the end of the year as well.

Ongoing communication between teachers, parents, and students is an essential component of ~~the Charter School~~the Advanced Learning Academy. In addition to progress reports, report cards, and assessment reports, newsletters are distributed monthly and grade-level meetings occur monthly. Parents can conference with teachers on an informal basis weekly or monthly, and on a formal basis three times per year, to discuss students’ progress reports and proficiency levels. Back to School Nights and Open House also take place each year.

*Elementary School Grade Promotion*

In grades K through 5, students will receive one of the following marks for their grade level performance on each component or standard in Language Arts, Math, Science, and Social Science.

*Intermediate School Grade Promotion*

~~The Charter School~~The Advanced Learning Academy will follow a standard scale to assign letter grades for semester work. Grading is based on a 4.0 (unweighted) scale for regular courses. In grades 6 through 8, for year-long courses, the numerical grades of two semesters will be averaged to determine an end-of-the-year grade. The average numerical grade will then be converted to a letter-grade and grade-point equivalent for GPA calculations. To earn credit, the end-of-the-year grade for the class must be at least a “C” (2.0) or the second semester grade should be at least a “B-” (2.7).

To be promoted to the next grade, an intermediate school student must have a 2.0 grade point average (GPA) and passing end-of-the-year grades in all core courses before the start of the next school year. Core courses are Math, Science, English Language Arts, and History/Social Science.

Students who fail three or more core courses at the end of the year will not be promoted to the next grade. Eighth graders who are not being promoted will not be able to participate in eighth grade promotion activities. Students who fail one or two core courses can attend summer school to make up failed courses during summer. Student transcripts will be updated to include summer grades and GPA will be recalculated.

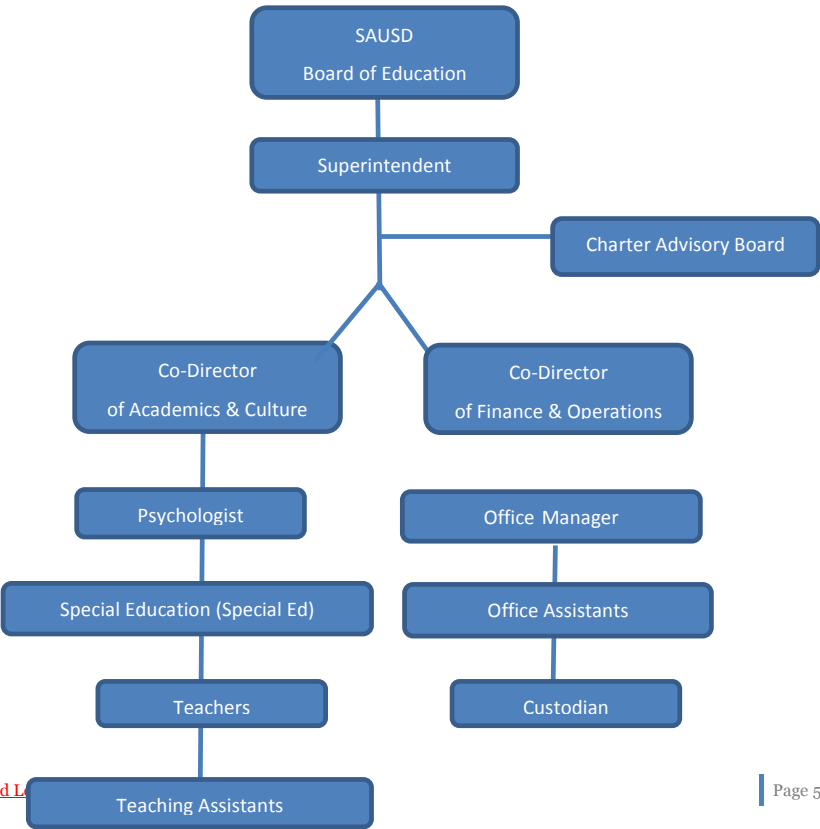
ELEMENT FOUR | GOVERNANCE

**Governing Law:** The governance structure of the school, including, but not limited to, the process to be followed to ensure parental involvement. *Education Code Section 47605(b)(5)(D).*

A. GOVERNANCE OF THE SCHOOL STRUCTURE

~~The Charter School~~The Advanced Learning Academy will be governed by the SAUSD Board of EducationAdvisory Board, in cooperation with the SAUSD Board of Education, will govern the ~~Charter School~~the Advanced Learning Academy. ~~The Charter School~~The Advanced Learning Academy Co-Directors will be evaluated by the SAUSD Superintendent. In an effort to additional oversight, ~~the Charter School~~the Advanced Learning Academy will create a five-member Advisory Board that will aide in the supervision of ~~the Charter School~~the Advanced Learning Academy policies, programs, evaluations, and finances. The Advisory Board members will be determined ~~at least one year~~ prior to the opening of ~~the Charter School~~the Advanced Learning Academy, and will be comprised of ~~respected educational professionals and/or business partners, and at least two parents of Charter School students~~three members representing SAUSD and two members selected by the Dean of the UCI School of Education.

EXHIBIT 3: Organizational Chart:



## B. SCHOOL LEADERSHIP

Refer to the Collective Bargaining Agreement between the SAUSD and Santa Ana Educators' Association in Appendix A.

## C. PARENTAL INVOLVEMENT

~~The Charter School~~The Advanced Learning Academy strongly encourages parents to participate in and share the responsibility for their children's educational process and educational. Studies have shown that students whose parents are involved in their education generally have higher grades, better attendance, higher homework submission rates, higher graduation rates, and a better chance of continuing with their education after graduation. ~~The Charter School~~The Advanced Learning Academy will work with parents to make them aware of the importance of their involvement in their children's education through some combination of the following activities:

- ~~By having representatives on the Charter School Advisory Board, p~~Parents will play an active role in developing local school policies, leading efforts to engage the support of the community, making recommendations about issues related to the school, and reviewing parental and community concerns.
- Parents complete a survey each year evaluating the strengths and weakness they identify with the program.
- There will be various opportunities for parents to volunteer. For example, they may help in classrooms, lead extra-curricular activities, assist in event planning, tutor, assist with lunch distribution, and attend field trips. It is not required, but expected, that parents will contribute a minimum of 10 hours per year to the school.
- Teachers will meet one-on-one with parents of low-achieving students on an as needed basis to ensure the proper supports are in place for the student.
- Communications with parents, whether about school policies and programs or about their own children, will be frequent, clear, and two-way. This will include community outreach meetings in native languages. Students will assist staff with helping parents understand the link between education and career opportunities.
- Individualized student and parent advisory sessions: Each of our teachers and mentors will be assigned to a small group of students. They will arrange two to four meetings at school during the school year to discuss their students' academic achievements.
- Parents will also be collaborators in the educational process. ~~The Charter School~~The Advanced Learning Academy will provide an opportunity for parents to participate in their child's education, receive technology training, enroll in empowerment classes and provide input into school operations.
- Parents of participating students will also be involved as: project team members, guest lecturers, content evaluators and peer leaders in community outreach/recruitment activities.
- Each trimester, parent workshops on improving student study skills and college preparation will be offered. Also, ~~the Charter School~~the Advanced Learning Academy will encourage parents to form a parent committee. The school will also work with parents to develop and adopt a set of parent involvement policies and strategies.

## D. GRIEVANCE PROCEDURE FOR PARENTS & STUDENTS

~~The Charter School~~The Advanced Learning Academy will designate at least one employee at each site to coordinate its efforts to comply with and carry out its responsibilities under Title IX of the Education Amendments of 1972 (Title IX) and Section 504 of the Rehabilitation Act of 1973 (Section 504) including any investigation of any complaint filed with Charter School alleging its noncompliance with these laws or alleging any actions which would be prohibited by these laws. Charter School will notify all its students and employees of the name, office address, and telephone number of the designated employee or employees.

| ~~The Charter School~~The Advanced Learning Academy will adopt and publish grievance procedures providing for prompt and equitable resolution of student and employee complaints alleging any action, which would be prohibited by Title IX, or Section 504.

| ~~The Charter School~~The Advanced Learning Academy will implement specific and continuing steps to notify applicants for admission and employment, students and parents, employees, sources of referral of applicants for admission and employment, and all unions or professional organizations holding collective bargaining or professional agreements with the recipient, that it does not discriminate on the basis of sex or mental or physical disability in the educational program or activity which it operates, and that it is required by Title IX and Section 504 not to discriminate in such a manner.

## ELEMENT FIVE | EMPLOYEE QUALIFICATIONS

**Governing Law:** The qualifications to be met by individuals to be employed by the school. *Education Code Section 47605(b)(5)(E).*

~~The Charter School~~The Advanced Learning Academy is a dependent charter of the SAUSD and works within existing hiring policies and practices. SAUSD employs a group of professionals passionate about educating all students and dedicated to fulfilling our college preparatory mission. Education research consistently demonstrates that teacher quality has the most significant impact on student achievement. As a result, it is a top priority to recruit, select, hire, train, support, and retain the best teachers, administrators, and support staff available.

### *Equal Opportunity Employer*

~~The Charter School~~The Advanced Learning Academy and the SAUSD believes that all persons are entitled to equal employment opportunity. ~~The Charter School~~The Advanced Learning Academy shall not discriminate against qualified applicants or employees on the basis of race, color, religion, sex, gender identity, sexual orientation, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, or any other characteristic protected by California or federal law. Equal employment opportunity shall be extended to all aspects of the employer-employee relationship, including recruitment, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and dismissal from employment.

## A. QUALIFICATIONS, CONDITIONS & BENEFITS

### *Credentials*

All teachers at ~~the Charter School~~the Advanced Learning Academy and in SAUSD will follow credentialing requirements described in the California Education Code and policies established by the SAUSD Board of Education. Teachers of core content areas (English Language Arts, Math, Science, and Social Studies) are required to hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold. All teachers working with ELs must possess an EL authorization from the California Commission on Teacher Credentialing (CTC) or authorization allowed under California Education Code such as an Emergency CLAD/BCLAD Permit from the CTC. ~~The Charter School~~The Advanced Learning Academy will ~~seek to minimize our~~limit the use of Emergency Credentialed Teachers.

~~The Charter School~~The Advanced Learning Academy and SAUSD may employ or retain non-certificated instructional support staff in any case where a prospective staff member has an appropriate mix of subject matter expertise, professional experience, and the demonstrated capacity to work successfully in an instructional support capacity. Instruction support staff will not assign grades or approve student work assignments without the approval of a teacher except in non-core courses and activities. All non-instructional staff will possess experience and expertise appropriate for the position within the school.

### *Employee Records & Background Checks*

~~The Charter School~~The Advanced Learning Academy and SAUSD will comply with all State and Federal laws concerning the maintenance and disclosure of employee records. Copies of each teacher's credentials are kept on file in the main office and are readily available for inspection. School administration will review teacher credentials annually.

~~The Charter School~~The Advanced Learning Academy and SAUSD ~~complies~~ with California Education Code 44237 and 45125.1 regarding the requirement to fingerprint and obtain background clearance of employees. Prior to the first day of work with students, ~~the Charter School~~the Advanced Learning Academy will process all

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background checks through LiveScan, administered by the United States Department of Justice.

In addition, all employees must provide:

- Up-to-date medical clearance of communicable disease and a negative Mantoux Tuberculosis (TB) test.
- A full disclosure statement regarding a prior criminal record
- Documents establishing legal employment status
- Contact information for at least two (2) professional and one (1) personal reference

*Employee Welfare & Safety*

~~The Charter School~~The Advanced Learning Academy and SAUSD compl~~y~~<sup>ies</sup> with all Local, State, Federal, and relevant District policies concerning employee welfare, health, and safety issues. These include, but are not limited to, the requirement for a drug- and tobacco-free workplace and child abuse awareness and reporting.

**B. THE RECRUITMENT & SELECTION**

*Teacher Recruitment*

~~The Charter School~~The Advanced Learning Academy and SAUSD recruits qualified teachers to successfully implement the school’s mission. Teacher recruitment includes job listings posted on a variety of teacher recruiting sites, including ~~the California Charter School Association, Teach For America, Ed-Join,~~ and the Association for Supervision and Curriculum Development.

*Staff Selection*

~~The Charter School~~The Advanced Learning Academy and SAUSD utilizes a strenuous screening process to ensure selection of the highest quality staff. The SAUSD hires the school’s Co-Directors. All other staffing decisions will be made by the Co-Directors in collaboration with SAUSD staff.

Our selection process includes:

1. Development of job qualifications and a thorough job description
2. Posting of job openings and participation in career fairs
3. Request of a resume, cover letter, and short essay responses
4. Short introductory interview (in-person or by phone)
5. Sample teaching lesson followed by debrief
6. Extensive interview with multiple members of the school’s existing staff
7. ~~-~~Verification of credential and previous employment, State and Federal background checks, and professional and personal reference checks of strong candidates
8. Offers of employment to the strongest candidates

The selection procedures shall not discriminate on the basis of race, sex, religion, color, national origin, ancestry, physical or mental disability, medical condition, statues as Vietnam-era veteran or special disabled veteran, marital status, age (40 and above), sexual orientation or any other basis protected by federal, state, or local law or ordinance or regulation.

*General Qualifications*

All faculty and staff must possess a firm belief in our mission and core instructional beliefs, exemplary personal character, and critical professional qualifications. Ideal candidates for employment at ~~the Charter School~~the Advanced Learning Academy, regardless of their position, must consistently demonstrate the following:

- Unwavering belief in and commitment to fulfill ~~the Charter School~~the Advanced Learning Academy’s mission
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- Embodiment of ~~the Charter School~~the Advanced Learning Academy's PRIDE values—preparation, respect, integrity, determination, and enthusiasm
- In-depth knowledge of and enthusiasm for classroom technology and STEM areas
- Eagerness to use hands-on, project-based instructional methods utilizing technology on a daily basis
- Ability to prioritize and manage multiple tasks
- Ability to effectively handle challenging situations with students, parents, and faculty
- Desire to work as a member of a collaborative team
- Willingness to have frequent and honest dialogue about job performance
- Modeling lifelong learning by engaging in individual professional development
- Demonstrated commitment to academic excellence and high standards—for themselves, their students, and their colleagues
- Experience working with urban student populations (preferred)
- Strong oral and written communication skills
- Use of data to inform decisions and drive continuous improvement
- Comfort with basic Microsoft Office applications
- Regular, punctual attendance and professional appearance
- Appropriate California credentials and qualifications required by No Child Left Behind

### ***Job Descriptions for Key Personnel***

| The staff of ~~the Charter School~~the Advanced Learning Academy will include the following key personnel:

- Co-Director for Academics and Culture (Principal)
- Co-Director for Finance and Operations
- Office Manager and office assistants
- Teachers
- Psychologist

The following job descriptions outline the key positions at the school, including their qualifications and responsibilities. Job descriptions will be revised as necessary to reflect the needs of the school.

#### *1. Co-Director for Academics and Culture (Principal)*

The Co-Director of Academics and Culture will be the candidate with the most expertise in quality curriculum, non-traditional instruction, administration, working with historically underserved populations and motivating parents. Further, the Principal will have extensive classroom experience and a respect for quality, innovative teachers with high-tech and STEM specialties. The Principal will also be instrumental in developing partnerships with local businesses and higher education partners as part of the school's unique program offering opportunities for internships, leadership, public speaking, and college and career pathways. By hiring adequate support staff and through the support services of the district, the Principal will have more time to serve as a mentor teacher, interact with students and parents and effectively deal with and follow-up on academic and disciplinary problems.

The Co-Director of Academics and Culture will work in with the Co-Director of Operations and Finance to advance the school's mission. He/she will be directly accountable to the Superintendent for the school's rigorous culture and academic success.

| As the instructional leader of ~~the Charter School~~the Advanced Learning Academy, the individual who assumes the position of Co-Director for Academics and Culture must be prepared to successfully carry out many different tasks, including, but not limited to the following:

- Providing day-to-day leadership of the school
- Recruitment, hiring, assignment, evaluation, and firing of all instructional staff
- Providing high quality professional development for teachers and support staff

- Developing and managing the school’s instructional leadership team (Assistant Directors, Dean, Special Education Coordinator, and Teacher Leaders)
- Overseeing school-wide transition to the Common Core State Standards
- Overseeing standardized testing coordination
- Utilizing student assessment data to maximize student achievement
- Building and maintaining a school culture based on the school’s values—preparation, respect, integrity, determination, and enthusiasm
- Enforcing student discipline policies
- Managing the school’s special education program
- Developing internal and external academic goals, evaluating school performance on multiple measures, and adjusting program elements accordingly
- Evaluating, selecting, and/or overseeing creation of high-quality curricula
- Preparing and presenting thorough and accurate monthly academic reports to the Board, including student progress toward specific benchmarks identified by the Board
- Ensuring the physical and emotional safety of all students and employees

In addition to the general expectations of all school employees, this Co-Director should possess:

- At least three years teaching experience and two years leadership experience, ideally in urban and/or charter schools
- Demonstrated classroom success
- Demonstrated experience managing and leading adults toward increased student achievement
- Knowledge of applicable education laws and regulatory compliance
- Knowledge of school finance, budgetary planning, and accounting principles preferred
- Understanding of statistical data and analysis, particularly with student achievement data
- Master’s Degree in Education or related field
- Administrative credential or comparable school leadership training preferred

## 2. Co-Director for Finance & Operations

| The Co-Director of Operations and Finance at ~~the Charter School~~ the Advanced Learning Academy will work with the Co-Director of Academics and Culture to advance the school’s mission. He/she will be directly accountable to the Superintendent for the school’s financial stability and organizational viability.

| As the operational leader of ~~the Charter School~~ the Advanced Learning Academy, the individual who assumes the position of Co-Director for Finance and Operations must be prepared to successfully carry out many different tasks, including, but not limited to the following:

- Recruitment, hiring, assignment, evaluation, and firing of all non-instructional support staff
- Recruitment of students, including coordinating a random public lottery, when needed
- Implementing effective communication processes with all stakeholders
- Creating structures for meaningful parental involvement
- Overseeing the annual budget and monthly cash flow, and ensuring sound financial conditions
- Overseeing acquisition and maintenance of the school site
- Managing relationships and overseeing the work of contracted service providers
- Advocating on the school’s behalf and serving as the school’s primary spokesperson to all external audiences, including investors, media, community partners, local leaders, elected officials, and the Santa Ana Unified School District
- Work with the Advisory Board to develop and implement a fundraising strategy and plan
- Ensuring the school follows all applicable District policies and State and Federal laws

In addition to the general expectations of all school employees, this Co-Director should possess:

- least two years teaching experience and two years leadership experience, ideally in urban and/or charter schools
- Demonstrated classroom success
- Demonstrated experience managing and leading adults toward increased student achievement
- Knowledge of applicable education laws and regulatory compliance
- Knowledge of school finance, budgetary planning, and accounting principles
- Understanding of statistical data and analysis, particularly with student achievement data
- Master's Degree in Education or related field
- Administrative credential or comparable school leadership training preferred

### *3. School Psychologist*

The School Psychologist will maintain compliance with guidelines regarding the assessment, reporting, and services provided to students with Individualized Education Programs (IEPs). He/she will also use therapeutic skills to help students understand and deal with social, behavioral and personal problems that may be affecting particular students in the classroom. The psychologist will work with individual students, families and groups, and he/she will also function as an integral part of the special education department and the larger school team. This role is integral in supporting students toward better coping with their daily stresses while functioning in an academically rigorous environment. The Psychologist reports to the District Special Education Administrator.

The School Psychologist will:

- Guide students to develop problem solving and coping skills. Help student/family gain insight into their issue of concern and create an action plan
- Create new or use existing paperwork (Consent form, Release of Information, Intake Questionnaire, Basic Information Sheet, Student File Checklist) needed to obtain parental/client consent for treatment
- Collect information through interviews (initial intake, collaboration with outside professionals working with the student, etc.) and observations
- Assess safety and follow protocol in crisis situations
- Evaluate the effectiveness of counseling and client progress in resolving identified problems and moving toward identified objectives
- Maintain confidentiality, unless there are special circumstances to break confidentiality, as in the case of danger to self or others

Specialized Qualifications –

Required:

- Candidate must possess a graduate degree in school psychology
- Candidate must also possess a valid school psychological services credential
- Experience working with urban middle school students and their families
- Knowledge of applicable special education laws and regulations
- Experience conducting psychological assessments, writing comprehensive reports, participating in IEP meetings, and providing individual and group counseling

Preferred:

- Fluency in Spanish
- Experience working with families, doing family counseling, leading parent workshops, etc.
- Knowledge of external resources to support students and families outside of the school day/structure
- Experience as a classroom teacher in an urban setting

#### 4. Special Education Teacher

The special education teacher will work with and report to the District Special Education Administrator to operationalize the mission of ~~the Charter School~~ the Advanced Learning Academy and ensure high-quality special education services for students.

The special education teacher's primary duties include:

- Providing pull-out and push-in Special Ed services for students with Individualized Education Plans (IEPs)
- Drafting IEPs and ensuring compliance with all components of the IEP
- Ensuring that all service minutes are provided and appropriately documented through meticulous special education records
- Monitoring progress toward IEP goals and providing parents with frequent progress reports
- Scheduling, preparing for, and facilitating IEP meetings
- Meeting regularly with other members of the special education to collaborate and share best practices
- Collaborating with general education teachers to ensure academic success of special education students within the classroom
- Coordinating with the general education team to ensure students are provided an effective Student Success Team (SST) process
- Completing other tasks as directed by the Special Education Coordinator or Co-Director for Academics and Culture

In addition to the general expectations of all school employees, the special education teacher should possess:

- Valid Resource Specialist Program credential through the CA Commission on Teacher Credentialing, including authorization to work with English language learners
- Working knowledge of special education law, documentation, and best practices
- Effective communication with parents, especially conflict resolution
- Successful teaching and/or special education experience, ideally with urban youth, as evidenced by strong achievement data and strong classroom relationships, preferred
- Working knowledge of content standards and curricular materials for the grade span for which he/she will be responsible, preferred
- Master's degree in special education or related field, preferred

#### 5. Teachers

Teachers at ~~the Charter School~~ the Advanced Learning Academy perform the most critical work of our school—the daily instruction, evaluation, and support of our students. Teachers will report to the Co-Director for Academics and Culture or Assistant Director.

A Charter School teacher's primary duties include:

- Planning and delivering thorough, challenging, standards-based lesson that ensure all students master required content
- Assessing students daily through informal measures and at least one formal test or quiz each week
- Creating comprehensive chapter and/or unit tests, as well as cumulative final exams
- Reinforcing school-wide rules and expectations in classrooms and elsewhere on campus
- Providing supervision before- and after-school and at lunch and/or recess as assigned in order to maintain student safety
- Reflecting continually in order to ensure a culture of high academic and behavioral standards

- Communicating effectively with students, parents, and colleagues
- Using detailed data analysis of student performance to inform best practices
- Identifying students who are academically at risk and initiating effective intervention strategies
- Completing other tasks as directed by the Co-Directors

In addition to the general expectations of all school employees, the teachers should possess:

- Bachelor's degree (advanced degree preferred)
- Appropriate California teaching credential, including English Learner Authorization
- Fulfillment of all criteria set forth to be considered Highly Qualified under NCLB
- Evidence of successful management of an urban classroom using structure and high expectations to drive student success
- Experience as a classroom teacher with demonstrated quantifiable and objective student performance gains that surpass state or local averages
- Ability to work with a variety of learning abilities, including those with special needs and low skill level in a heterogeneously grouped classroom setting
- Demonstrated ability to work well in a team, especially with parents and community members

#### 6. Teaching Assistant

| A Teaching Assistant at ~~the Charter School~~the Advanced Learning Academy supports the teachers in the daily instruction, evaluation, and supervision of our students. Teaching Assistants report to the Teacher to whom they are assigned.

| A Teaching Assistant at ~~the Charter School~~the Advanced Learning Academy's primary duties include:

- Collaborating with teachers to plan and delivering small group lessons and activities that ensure all students master required content
- Assessing students and tracking results to inform lessons
- Reinforcing school-wide rules and expectations in classrooms and elsewhere on campus
- Providing supervision before- and after-school and at lunch and/or recess as assigned in order to maintain student safety
- Reflecting continually in order to ensure a culture of high academic and behavioral standards
- Communicating effectively with students, parents, and colleagues
- Using detailed data analysis of student performance to inform best practices
- Identifying students who are academically at risk and initiating effective intervention strategies
- Translating for parent meetings, conferences, and events as needed
- Completing other tasks as directed by the Co-Directors, including administrative office tasks

In addition to the general expectations of all school employees, the teachers should possess:

- Associate's Degree
- Evidence of successful management of an urban classroom using structure and high expectations to drive student success
- Ability to work with a variety of learning abilities, including those with special needs and low skill level in a heterogeneously grouped classroom setting
- Demonstrated ability to work well in a team, especially with parents and community members

#### 7. Office Manager

| The Office Manager of ~~the Charter School~~the Advanced Learning Academy will ensure the efficient operation of  
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the school’s main office and work with members of the administrative team to ensure the success of the school. The Office Manager will report to the Co-Director for Finance and Operations.

The Office Manager’s primary duties include:

- Performing the duties of the Office Assistant in his/her absence, including reception, clerical, and student supervision duties.
- Implementing systems to support the work of teachers and administrative staff
- Working with the Operations Managers and back office support provider to prepare various district, state, and federal reports
- Independently, or in accordance with administrative instructions, developing school communications in English and Spanish based on a thorough knowledge of school policies, regulations, and operational procedures
- Translating for parent meetings and school events
- Preparing and maintaining a variety of student and school records
- Maintaining and operating a variety of office equipment, such as the copy machine, printers, fax machine, and scanners with speed and accuracy
- Maintaining a neat, organized office environment
- Assisting in the coordination of special events
- Overseeing and evaluating the Office Assistant
- Assisting the Co-Directors and members of the administrative team, as directed

In addition to the general expectations of all school employees, the Office Manager should possess:

- A minimum of an Associate’s Degree or two years of college
- A minimum of two years’ experience in a similar position
- Demonstrated proficiency with letter and report writing, accurate mathematical calculations, word processing, record keeping, and data collection systems
- Exemplary communication skills in English and Spanish, including impeccable grammar and fluency
- Strong public relations skills with a variety of constituencies
- Ability to quickly and accurately perform clerical duties such as data entry, filing, maintaining systems, proofreading, and operating office equipment
- Experience in an educational setting preferred

#### 8. Office Assistant

The Office Assistants at ~~the Charter School~~the Advanced Learning Academy will be the school’s front desk receptionist and will support members of the administrative team to ensure the success of the school. The Office Assistant will report to the Office Manager.

The Office Manager’s primary duties include:

- Monitoring the school’s entryway, greeting parents and visitors, and ensuring school safety
- Performing clerical duties, including data entry, mail correspondence, office supply inventory, and answering phones
- Attending to students who are ill or injured
- Student supervision during arrival, recess, lunch, dismissal, etc., as directed by Co-Director
- Maintaining attendance records, including monitoring and following up with families about excessive absences and/or tardies
- Maintaining a neat, organized office environment
- Translating for parent meetings and school events
- Processing student enrollment paperwork
- Preparing and maintaining a variety of student records
- Maintaining and operating a variety of office equipment, such as the copy machine, printers, fax machine, and scanners with speed and accuracy
- Overseeing parent volunteers and other school guests



- Assisting in the coordination of special events
- Assisting the School Directors and members of the administrative team, as directed

In addition to the general expectations of all school employees, the Office Manager should possess:

- Exemplary communication skills in English and Spanish, including impeccable grammar and fluency
- Strong public relations skills with a variety of constituencies
- Demonstrated proficiency with letter and report writing, accurate mathematical calculations, word processing, record keeping, and data collection systems
- Ability to quickly and accurately perform clerical duties such as data entry, filing, maintaining systems, proofreading, and operating office equipment
- A minimum of an Associate's Degree or two years of college
- Experience in an educational setting preferred

### ***Staff Compensation & Benefits***

~~The Charter School~~The Advanced Learning Academy's salary schedule is the salary scale of the SAUSD. A comprehensive benefits package (medical, dental, and retirement), consistent with the SAUSD's, is included as part of each full-time employee's compensation.

### ***Staff Evaluations***

The purpose of evaluation is to improve instruction. The SAUSD Superintendent would conduct an annual performance review of ~~the Charter School~~the Advanced Learning Academy Co-Directors. The Co-Directors are responsible for completing all other annual staff evaluations, based on an evaluation process outlined in SAUSD collective bargaining agreements that includes multiple measures of performance, including annual formal observations, monthly informal observations, staff self-reflection, and student achievement data (for teachers). Site administration will assist teachers in meeting the California Standards for the Teaching Profession.

## ELEMENT SIX | HEALTH & SAFETY

**Governing Law:** The procedures that the school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the school furnish the school with a criminal record summary as described in Section 44237. *Education Code Section 47605(b)(5)(F).*

The health and safety of ~~the Charter School~~The Advanced Learning Academy staff and pupils is a high priority for the school. The school will follow all required safety regulations including emergency policies and procedures. ~~The Charter School~~The Advanced Learning Academy will comply with all applicable health and safety laws and regulations. ~~The Charter School~~The Advanced Learning Academy will operate as a drug, alcohol, and tobacco free workplace. ~~The Charter School~~The Advanced Learning Academy has adopted and implemented a comprehensive health and safety plan to create a safe and secure learning environment, keep it on file for review and train its staff annually on the safety procedures outlined in the plan. It will be the task of the school administration to monitor all activities consistently to provide safety and security for the students. For this purpose, a “team-on-duty” will be created among teachers and assistant teachers to supervise students at all times.

The school will comply with the Healthy Schools Act, California Education Code Section 17608, which details pest management requirements for schools.

The health and safety policies include, but are not be limited to, the following topics:

### A. SITE SAFETY

#### *Building Code*

~~The Charter School~~The Advanced Learning Academy facility will comply with all applicable building codes, standards and regulations adopted by the city and/or county agencies responsible for building and safety standards for the city in which ~~the Charter School~~The Advanced Learning Academy is to be located, and the Americans with Disabilities Act (ADA). Applicable codes and ADA requirements shall also apply to the construction, reconstruction, alteration of or addition to the proposed Charter School facility. ~~The Charter School~~The Advanced Learning Academy will implement any corrective actions, orders to comply, or notices issued by the authorized building and safety agency. ~~The Charter School~~The Advanced Learning Academy cannot exempt itself from applicable building and zoning codes, ordinances, and ADA requirements. ~~The Charter School~~The Advanced Learning Academy will adhere to the program accessibility requirements of Federal law (Americans with Disabilities Act and Section 504). See Element 18 for additional information on ~~the Charter School~~The Advanced Learning Academy facilities.

#### *Asbestos Management*

~~The Charter School~~The Advanced Learning Academy will comply with the asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (AHERA), 40CFR part 763. AHERA requires that any building leased or acquired that is to be used as a school or administrative building shall maintain an asbestos management plan.

#### *Drug Free • Alcohol Free • Smoke Free Environment*

~~The Charter School~~The Advanced Learning Academy will function as a drug, alcohol and tobacco free workplace.

### ***Workplace Safety***

All employees are responsible for their own safety, as well as that of others in the workplace. ~~The Charter School~~The Advanced Learning Academy will rely upon its employees to ensure that work areas are kept safe and free of hazardous conditions. Employees will report any unsafe conditions or potential hazards to their supervisor immediately. If an employee suspects a concealed danger is present on ~~the Charter School~~the Advanced Learning Academy's premises, or in a product, facility, piece of equipment, process, or business practice for which ~~the Charter School~~the Advanced Learning Academy is responsible, the employee will bring it to the attention of their supervisor or Principal immediately. Supervisors will arrange for the correction of any unsafe condition or concealed danger immediately and will contact the Principal the problem.

Employees will be encouraged to report any workplace injury, accident, to their supervisor as soon as possible, regardless of the severity of the injury or accident. If medical attention is required immediately, supervisors will assist employees in obtaining medical care, after which the details of the injury or accident must be reported.

On a periodic basis ~~the Charter School~~the Advanced Learning Academy will issue rules and guidelines governing workplace safety and health in its employee handbook. All employees will familiarize themselves with the rules and guidelines, as strict compliance will be expected. Failure to comply with rules and guidelines regarding health and safety or work performance as described in ~~the Charter School~~the Advanced Learning Academy's employee handbook will not be tolerated.

## **B. STAFF & STUDENT SAFETY MEASURES**

### ***Criminal Background Checks***

Each employee and contractor of the school will submit to a criminal background check and furnish a criminal record summary as required by Education Code Section 44237 and 45125.1. Employees and contractors will submit fingerprints to the Department of Justice via LiveScan processing. Employees will not start working until results are received from the Department of Justice and they are cleared to begin work. The Principal of ~~the Charter School~~the Advanced Learning Academy shall monitor compliance with this policy. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee.

### ***Comprehensive Sexual Harassment Policies & Procedures***

~~The Charter School~~The Advanced Learning Academy is committed to providing a school that is free from sexual harassment, as well as any harassment based upon such factors as race, religion, creed, color, national origin, ancestry, age, medical condition, marital status, sexual orientation, or disability. ~~The Charter School~~The Advanced Learning Academy has developed a comprehensive policy to prevent and immediately remediate any concerns about sexual discrimination or harassment at ~~the Charter School~~the Advanced Learning Academy (including employee to employee, employee to student, and student to employee misconduct).

### ***Child Abuse Reporting***

~~The Charter School~~The Advanced Learning Academy employees are mandated reporters and will adhere to the requirements of California Penal Code Section 11166 regarding child abuse reporting. ~~The Charter~~

~~School~~The Advanced Learning Academy staff must report to the proper authorities if they suspect the following occurring to a student:

- Sexual assault
- Neglect
- Willful cruelty or unjustifiable punishment
- Cruel or inhuman corporal punishment or injury
- Abuse in out-of-home care

The reporting person need only to “reasonably suspect” that abuse or neglect has occurred. The reporting person does not have to prove abuse. The Principal will work with all faculty and staff members to make sure all appropriate steps are taken if a child abuse situation occurs. All faculty and staff will understand that it is their duty and responsibility to report any suspicions of child abuse. Staff will understand that under California law, failure to report an incident of known or reasonably suspected child abuse or neglect is guilty of a misdemeanor punishable by up to six months confinement in a county jail or by a fine of one thousand dollars (\$1,000) or by both. Staff will not be made to investigate any incident, only report to the Principal and proper law enforcement of child protective services.

All suspected cases of child abuse will be brought to the Principal and proper law enforcement of child protective services. A written report of the situation will be completed and either the Department of Child Support Services or the Police Department will be immediately notified. The reporting person will be responsible for providing all the necessary information and child abuse reports to the Department of Children Services and/or the Police Department since he/she will be most knowledgeable of the situation.

Should it be necessary to remove the child from school, ~~the Charter School~~the Advanced Learning Academy staff will obtain the contact information of the agency person removing the child. This information will be placed in the student’s record and be available to the parent/guardian.

## **C. MEDICAL PLANS**

### ***Immunizations & Tuberculosis Testing***

All enrolling students and staff will provide records documenting immunizations to the extent required for enrollment in non-charter public schools pursuant to Health and Safety Code Sections 120325-120375 and Title 17, California Regulations Section 6000-6075. Records of student immunizations shall be maintained. ~~The Charter School~~The Advanced Learning Academy will comply with education Code Section 49406 with regard to tuberculosis testing.

### ***Prescription Medications***

Students requiring prescription medications and other medicines during school hours will be accommodated as per Education Code Section 49423. Parents must bring medication to the office in the original containers, with the name of the prescribing physician, the name of the student, and dispensing instructions. Parents will complete the appropriate form authorizing school staff to administer medication. Designated staff will put medications in a locked cabinet or refrigerator as needed for medications requiring refrigeration. Designated staff will log times for administering medications for each student and will establish a tickler system to ensure that medications are dispensed at the appropriate times. Designated staff will call students to receive medications at the appropriate times. In cases where medications are long-term prescriptions, designated staff will provide parents with one week’s notice to alert them that additional medication is needed.

### ***Vision, Hearing & Scoliosis Testing***

Students will be screened for vision, hearing and scoliosis to the same extent as would be required if the pupils attended a non-charter public school. ~~The Charter School~~The Advanced Learning Academy will adhere to Education Code Section 49450, et seq., as applicable to the grade levels served by the school.

### ***Diabetes***

~~The Charter School~~The Advanced Learning Academy will provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students. The information sheet shall include, but shall not be limited to, all of the following:

- A description of the risk factors and warning signs associated with type 2 diabetes.
- A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
- A description of treatments and prevention of methods of type 2 diabetes.
- A description of the different types of diabetes screening tests available.

### ***Blood Borne Pathogens***

~~The Charter School~~The Advanced Learning Academy will meet state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the work place. The Board will establish a written infectious control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus (“HIV”) and hepatitis B virus (“HBV”). Whenever exposed to blood or other bodily fluids through injury or accident, staff and students will follow the latest medical protocol for disinfecting procedures.

## **D. EMERGENCY PLANS**

### ***Emergency Situations***

~~The Charter School~~The Advanced Learning Academy will utilize its School Safety Plan in responding to emergency situations. The plan will be reviewed each year and updated as necessary. ~~The Charter School~~The Advanced Learning Academy will ensure that the staff has been trained in health, safety, and emergency procedures. Staff will receive internal memos regarding relevant health and safety issues. Schoolwide drills in preparation for fires, earthquakes, intruders on campus, or other emergency/disaster situations will be conducted at regular intervals throughout the year. ~~The Charter School~~The Advanced Learning Academy will create and maintain a record of each drill. Additionally, important safety and health topics will be addressed in the School’s newsletter.

### ***Fire Drills***

~~The Charter School~~The Advanced Learning Academy will comply with the Education Code Section 32001 in regards to conducting fire drills not less than once every calendar month at the elementary level, at least four times every school year at the intermediate levels, and not less than twice every school year at the secondary level. The Office will maintain a record of each drill conducted with the amount of time it takes for complete evacuation.

Whenever the alarm is given, all students, teachers and other employees shall quickly leave the building in an orderly manner. Teachers shall ascertain that no student remains in the building. Designated evacuation routes shall be posted in each room. Teachers shall be prepared to select alternate exits and direct their classes to these exits in the event the designated evacuation route is blocked.

Students are to remain with their teacher in the evacuation area. Teachers shall take their roll to ensure that all students are accounted for and be prepared to identify missing students to the office staff and the administrators. Students will remain with their teachers at the designated evacuation area until the administrative staff gives the “all clear” signal. In a successful fire drill, orderly evacuation begins immediately and is completed within five minutes of the initial alarm. The students and staff will then return to their appropriate classrooms and the teachers will take roll once more. Missing students will be reported to the attendance office.

### ***Earthquake & Other Disaster Drills***

~~The Charter School~~The Advanced Learning Academy will comply with the Education Code Section 35297 in regards to holding a “drop procedure” practice at least once each school quarter in elementary schools and at least once a semester in secondary schools. ~~The Charter School~~The Advanced Learning Academy shall conduct disaster drills to prepare students and staff for any seismic activity and other disasters. The practice drills include the “duck, hold, cover” procedure. A disaster drill commencing with the “duck, hold, cover” procedure will be initiated by an announcement over the intercom. Students and staff will hear, “This is an emergency drill. Duck, hold, and cover.” Teachers will then turn off the lights and have students get under a desk/table or against the wall away from the windows. Students are to remain quiet and orderly so they will be able to hear additional instructions when given. All drills will be concluded with an “all clear” announcement on the intercom, or a visible signal from the administrative staff.

In the case of a real earthquake, everyone must engage in the “duck, hold, cover” procedure immediately and remain in position until the teacher determines that it is safe to leave the building. If remaining in the room becomes dangerous, or when the shaking stops, teachers will proceed with their students to the evacuation site or another safety zone. If students are on the playground or other outdoor area when a disaster drill is called or during an actual earthquake, students are to drop immediately to the ground, away from trees and power lines, and cover their heads with their hands. They are to remain in that position until given additional instructions.

In the case of disasters other than earthquakes, the administrative staff will contact each room, advise staff of potential dangers, and give further directions or orders. Teachers and students will remain in their classrooms until instructions are received for an “all clear” or an evacuation. For safety purposes, no one is to leave the rooms. If there has been a chemical spill, the teacher must make sure that all doors, windows, and vents remain closed. The school site maintenance staff will turn off the gas. All unassigned staff will report to the office for assignments such as searching offices, bathrooms, and all other common areas, including outdoor facilities.

Teachers will stay with their classes for the duration of the emergency. In the event of an earthquake or other natural disaster, all school employees are immediately designated “Civil Defense Workers” and are not allowed to leave school until they are given official clearance to do so by the administrative staff.

~~The Charter School~~The Advanced Learning Academy has prepared general classroom safety rules to help make classrooms safer in the event of serious seismic activity. This list of rules advises teachers, for example, to have their emergency clipboards readily available near the entrance/exit to their classrooms, instructs teachers-and staff-not to store heavy objects on top of cabinets, exits and ways of travel are to be kept free of obstructions and have their earthquake buckets at a visible location in the classroom. ~~The Charter School~~The Advanced Learning Academy also participates in the Great California ShakeOut, a statewide program that helps people and organizations prepare for major earthquakes, and also practice how to respond when they happen.

### ***Bomb Threats***

Every person receiving the call must understand the importance of a calm and reasonable action when a bomb threat is received. Information obtained by that person might be of great importance. Therefore, the person receiving the threat will get as much information as possible from the caller. This includes the time of the day, wording of the message, background noises, quality of the voice and information about where the bomb is, what time it will go off, etc. The person receiving the threat should delay the caller as long as possible while s/he alerts another adult to the crisis. That adult will immediately notify the telephone company to trace the call and immediately thereafter notify the police via 911.

Based on the information at hand, the administrative staff will make a decision whether an immediate evacuation is warranted. If so, the evacuation code word “safe school drill” will be given over the intercom and evacuation procedures will be followed. The office staff will coordinate information requests from/to law enforcement, the telephone company, and the parents/guardians. If an immediate evacuation is not warranted, the administrative staff will notify teachers to inspect their room for any suspicious materials or unknown packages without alarming students. All unassigned staff will report to the office for assignments such as searching offices, bathrooms, and all other common areas including outdoor facilities.

### ***Evacuation Plan***

A disaster of a significant nature may require the evacuation of the school. Immediately upon notification by outside authorities that the school must be evacuated, the administrative staff will verify the name and position of the person placing the alert. Once the source is confirmed, the administrative staff will give the evacuation code word “safe school drill” over the intercom. Teachers will proceed with their students to the nearest school exit indicated on the evacuation map posted for this purpose. Before leaving the room, teachers will make sure they have their emergency clipboards that include class attendance rosters with them. Students who are not in a classroom at the time the intercom signal is given will attach themselves to the nearest teacher exiting the building for purposes of getting to the designated evacuation site. Prior to evacuation, offices, bathrooms, and all other common areas, including outdoor facilities, will be searched by unassigned staff members designated by the administrative staff.

Once at the designated evacuation site, teachers and other staff will ensure that all students find their respective teachers. Teachers will then take roll to ensure that all students are accounted for. The names of any missing students will be given to the office personnel and an individual will be assigned the task of finding any missing students. Teachers will work together to take care of students with injuries, respiratory problems, or other medical conditions.

Teachers will stay with their classes for the duration of the emergency. In the event of an evacuation, all school employees are immediately designated “Civil Defense Workers” and are not allowed to leave school until they are given official clearance to do so by the administrative staff.

Students will remain with their teachers at the designated evacuation site until the administrative staff gives the “all clear” signal. In the event students cannot return to the school site, the administrative staff will notify parents and/or the media as to where students can be picked up. The office personnel will sign out students as they are being picked up by a parent or other adult listed on the emergency information card. Parents will be asked to remain in a designated area, and students will be escorted to the designated area for release.

## **E. ADDITIONAL**

### ***Indemnification***

With the exception of the District’s indemnification obligations related to the District’s provision of special

education services as specifically described in the charter thus far, and with the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of the District, ~~the Charter School~~the Advanced Learning Academy agrees to indemnify, defend, and hold harmless the District and its Board, Board members, officers, administrators, employees, agents, representatives, volunteers, successors, and assigns (collectively hereinafter “District and District Personnel”) against any and all claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney’s fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and/or District Personnel that may be asserted or claimed by any person, firm, or entity which may in any way arise out of or in connection with performance under the Charter by ~~the Charter School~~the Advanced Learning Academy, their advisory board, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns. ~~The Charter School~~The Advanced Learning Academy and its Board’s obligation to defend the District and the other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claim, demand, action, cause of action, or suit.

### *Insurance*

As a District-sponsored charter, ~~the Charter School~~the Advanced Learning Academy will be insured under SAUSD’s insurance policy. The proposed Charter development will add property and buildings under the District’s ownership, and would be added to the District’s insurance policy. The District is insured under the Alliance of Schools for Cooperative Insurance Programs for property coverage. Should the District have a loss with a \$25,000 Self-Insured Retention on an occurrence, the coverage limit will be the replacement cost. The District’s premium is based on a property appraisal that is done every five years and on annual trending.

### *Auxiliary Services*

~~The Charter School~~The Advanced Learning Academy administrative staff will conduct annual reviews to ensure all applicable auxiliary services are safe (food services, custodial services).



## ELEMENT SEVEN | RACIAL & ETHNIC BALANCE

**Governing Law:** The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. *Education Code Section 47605(b)(5)(G).*

Students from all areas of SAUSD and the INDA will be recruited, with a goal of creating an economically and ethnically diverse student population. ~~The Charter School~~The Advanced Learning Academy will advertise to the entire SAUSD community and draw students that are attracted to the unique K-8 STEM program. ~~The Charter School~~The Advanced Learning Academy aims to attract students from all cultural backgrounds within SAUSD, especially the Latino ethnicity. Historically, the number of Latino students pursuing careers in STEM areas has been low. A notable cause of these low numbers is that Latino students have inadequate exposure to STEM curriculum. ~~The Charter School~~The Advanced Learning Academy will provide a unique program to a largely-Latino student population of SAUSD in the hopes of educating and inspiring students to pursue STEM-related careers in today's technology-driven economy.

~~The Charter School~~The Advanced Learning Academy will implement a special recruitment process to achieve racial and ethnic balance among its students that reflects the general population residing in the geographic boundaries of the District. This process involves the following:

- Hold discussions and distribute application materials at places where diverse populations may be reached in the target area, including community centers, neighborhood meeting areas, and existing schools
- Distribute materials in English and Spanish to reach the limited English proficient populations that exist in the target area;
- Employ bilingual individuals who specialize in public relations with underrepresented communities and neighborhoods
- Host Open Houses and provide tours of the school
- Monthly or biweekly public presentations;
- All means of advertising will be used, such as electronic media, flyers, and direct mail
- Distributing flyers at playgrounds, recreation centers and/or sports clubs in our neighborhood
- Direct mailing to the parents/guardians who have children in targeted age groups

~~The Charter School~~The Advanced Learning Academy will maintain an accurate accounting of the ethnic and racial balance of students enrolled in the school. Such data may drive additional recruitment measures should the data indicate that the racial and ethnic distribution is not reflective of the surrounding communities. ~~The Charter School~~The Advanced Learning Academy will also document the efforts made to achieve racial and ethnic balance in accordance with the charter petition and standards of charter legislation.

## ELEMENT EIGHT | ADMISSION REQUIREMENT

**Governing Law:** Admission requirements, of ~~the charter school~~the Advanced Learning Academy, if applicable. *Education Code Section 47605(b)(5)(H)*.

### *Legal Assurances*

Charter schools are schools of choice and admissions policies will reflect this compliance with state and federal requirements. In accordance with Education Code Section 47605(d)(2)(A), ~~the Charter School~~the Advanced Learning Academy will admit all students who wish to attend, up to the school's enrollment capacity.

~~The Charter School~~The Advanced Learning Academy will:

- Be non-sectarian in all areas of operations, including student admission
- Not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics).
- Not charge tuition
- Accept all students who are California residents that wish to attend ~~the Charter School~~the Advanced Learning Academy, regardless of their place of residence within the state
- Not require any pupil to attend ~~the Charter School~~the Advanced Learning Academy
- Not require any test or assessment prior to acceptance and enrollment in ~~the Charter School~~the Advanced Learning Academy
- Not enroll pupils over 19 years of age unless continuously enrolled in public school and making satisfactory progress toward high school diploma requirements
- Comply with all laws establishing minimum age for public school attendance

~~The Charter School~~The Advanced Learning Academy will adhere to all provisions of No Child Left Behind regarding:

- Receiving students from Program Improvement schools as part of Public School Choice.
- Providing the Co-Directors' attestation of highly qualified teachers and paraprofessionals.
- Meeting the needs of "at-risk" students if the school is designated a targeted assistance school.

### *McKinney-Vento Homeless Assistance Act*

~~The Charter School~~The Advanced Learning Academy will adhere to the provisions of the McKinney-Vento Homeless Assistance Act and ensure that each child of a homeless individual and each homeless youth has equal access to the same free, appropriate public education as provided to other children and youths. ~~The Charter School~~The Advanced Learning Academy will include specific information in their outreach materials, websites, at community meetings, open forums, and regional center meetings notifying parents that the school is open to enroll and provide services for all students which shall include a District standard contact number to access additional information regarding enrollment. A student's IEP will never be required prior to participation in any attendance lottery or as a condition for enrollment.

### *Priority Enrollment*

The main objective of ~~the Charter School~~the Advanced Learning Academy is to house students generated from the INDA. Priority enrollment will be given to students that reside in this area. Second enrollment priority will be given to SAUSD students attending other SAUSD impacted (overcrowded) schools. Third enrollment priority will be given to SAUSD students attending any other SAUSD schools. Any other students that choose to attend ~~the Charter School~~the Advanced Learning Academy will be admitted as facility capacity allows. If Irvine Unified School District (IUSD) students in the vicinity wish to enroll, they will first be required to obtain an inter-district transfer release from IUSD.

At full capacity, ~~the Charter School~~the Advanced Learning Academy will serve 600 students in grades K-8. If the number of students who wish to attend ~~the Charter School~~the Advanced Learning Academy exceeds the school's capacity, enrollment preferences will be given as on a lottery basis.

The following is a description of the random enrollment lottery process, if needed:

~~The Charter School~~The Advanced Learning Academy will inform parents of all applicants and all interested parties of the rules to be followed during the lottery process, location, date and time of the lottery through mail, e-mail, school website, phone, and other available outlets prior to the lottery date.

Enrollment preferences in the case of a lottery will be given in the following order:

- Siblings of existing students
- Children of Board members or children of employees of ~~the Charter School~~the Advanced Learning Academy
- Students who reside within SAUSD attendance boundaries
- All other students permitted by law

In the lottery, all names are drawn and listed in order, separately, for each grade level. Once the school capacity is met, the remaining students' names will continue to be drawn randomly and placed in the order they are drawn on the waiting list. The students who do not apply in the open enrollment period are added to the end of the waiting list in the order they applied. All waiting lists expire annually at the end of the formal academic year. ~~The Charter School~~The Advanced Learning Academy will maintain auditable records of the above activities.

Notifications of admission status will be communicated through mail and phone calls to all applicants. Enrollment packets will be sent to admitted students; students not admitted will be informed of their waiting list priority number as determined by the admissions lottery or application order.

If the enrollment packets are not returned within 10 business days from the date of postage, then admission for that student is forfeited, and an admission notice will be mailed to the next student on the waiting list. In addition, ~~the Charter School~~the Advanced Learning Academy shall attempt on at least two separate occasions to contact the parents/guardians of promoted students by telephone. Those families not returning the enrollment packets within the 10-day period forfeit their right to enroll their student in ~~the Charter School~~the Advanced Learning Academy for that school year, and an admission notice will be mailed to the next student on the waiting list.

## ELEMENT NINE | ANNUAL FINANCIAL AUDITS

**Governing Law:** The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority. *Education Code Section 47605(b)(5)(I)*.

Annually, ~~the Charter School~~the Advanced Learning Academy will use the District's state-approved independent financial auditor and a Certified Public Accountant to produce an annual financial statement and audit. ~~The Charter School~~The Advanced Learning Academy will maintain auditable records and other evidence pertaining to costs incurred throughout the charter period for at least seven years. These audits will be conducted pursuant to State Superintendent of Schools and federal regulations. The audit will verify the accuracy of the school's financial statements, attendance and enrollment accounting practices, and review the school's internal controls.

To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in any applicable Office of Management and Budget Circulars. It is anticipated that the annual audit will be completed within six months of the close of the fiscal year. Upon completion, a copy of the auditor's findings will be forwarded to the SAUSD Deputy Superintendent of Business and Board of Education. The Deputy Superintendent will review any audit exceptions or deficiencies, then recommend ways for ~~the Charter School~~the Advanced Learning Academy's Co-Directors to resolve them. The Co-Directors will then report back to the Board how the exceptions and deficiencies have been or will be resolved.

~~The Charter School~~The Advanced Learning Academy will utilize the district's written contract administration system that ensures that all contractors, including consultants, perform in accordance with terms, condition and specifications of all state contract procurement regulations.

~~The Charter School~~The Advanced Learning Academy will compile and provide to the Board an annual performance report. ~~The Charter School~~The Advanced Learning Academy staff and the Board will jointly develop the content, evaluation criteria, timelines, and process for the annual performance reports. This report will, at a minimum, include the following data:

- Summary data showing student progress toward the goals and outcomes from assessment instruments and techniques specified herein. This data will be displayed on both a school-wide basis and disaggregated by major racial and ethnic categories to the extent feasible without compromising student confidentiality.
- A summary of major decisions and policies established by the school during the year.
- Data on the level of parent involvement in the school's governance and summary data from an annual parent and student satisfaction survey.
- Data regarding the number of staff working at the school and their qualifications.
- A copy of the school's health and safety policies and/or a summary of any major changes to those policies during the year.
- Information demonstrating whether the school achieved its goal of recruiting a racially and ethnically balanced student population.
- An overview of the school's admissions practices during the year and data specifying the numbers of students enrolled, the number on waiting lists, and the numbers of students expelled and/or suspended.
- Analyses of the effectiveness of the school's internal and external dispute mechanisms and data on the number and resolution of disputes and complaints.
- Other information regarding the educational program and the administrative, legal, and governance operations of the school relative to compliance with the terms of the charter.



In Element 17, “Proposed Budget and Cash Flow,” please find the following:

- Projected operational budgets for five years of operation
- Cash flow projections for five years of operation

These documents are based upon the best data available to the Petitioners at this time.

### ***Financial Reports***

| ~~The Charter School~~The Advanced Learning Academy guarantees to provide reports required by the SAUSD as outlined below:

- CBEDS (California Basic Educational Data System)
- ADA (Average Daily Attendance) reports J18/19
- SARC (School Accountability Report Card)
- Each fiscal year an independent audit will be conducted of the financial affairs of ~~the Charter School~~the Advanced Learning Academy to verify the accuracy of the school's financial statements, attendance and enrollment accounting practices, and internal controls.
- Pursuant to AB 1137, ~~the Charter School~~the Advanced Learning Academy will provide any necessary financial statements to SAUSD, the Orange County Department of Education (OCDE), and California Department of Education. Additionally, the following reports will be submitted to SAUSD, in the required format and within timelines to be specified by SAUSD each year:
  - Final Budget – Spring prior to operating fiscal year
  - First Interim Projections – November of operating fiscal year
  - Second Interim Projections – February of operating fiscal year
  - Unaudited Actuals – July following the end of the fiscal year
  - Audited Actuals – December 15 following the end of the fiscal year
  - Classification Report – monthly according to the School’s calendar
  - Statistical Report – monthly according to the School’s calendar of reports

## ELEMENT TEN | SUSPENSION & EXPULSION

**Governing Law:** The procedures by which pupils can be suspended or expelled. *Education Code Section 47605(b)(5)(J).*

~~The Charter School~~The Advanced Learning Academy's policy will be consistent with the SAUSD's policy. If a conflict with District policies and procedures exists, then District policies and procedures will govern.

This Student Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well-being of all students at ~~the Charter School~~the Advanced Learning Academy. When the policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as ~~the Charter School~~the Advanced Learning Academy's policy and procedures for student suspension and expulsion, and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements stipulated within Education Code and Penal Code.

Staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will clearly describe discipline expectations, and it will be printed and distributed as part of the Student Handbook which is sent to each student at the beginning of the school year. ~~The Charter School~~The Advanced Learning Academy administration shall ensure that students and their parents/guardians are notified as part of the Student Handbook of all discipline policies and procedures. Discipline includes but is not limited to advising and counseling students, conferring with parents/guardians, detention during and after school hours, use of alternative educational environments, suspension and expulsion.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property. Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom ~~The Charter School~~The Advanced Learning Academy has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Act of 2004 ("IDEA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education students except when federal and state law mandates additional or different procedures. ~~The Charter School~~The Advanced Learning Academy will follow all applicable federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities or for whom ~~The Charter School~~The Advanced Learning Academy has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

### *Progressive Positive Discipline*

~~The Charter School~~The Advanced Learning Academy will act in accordance with the District's Positive Behavioral Interventions and Supports (PBIS) program that acknowledges and encourages positive student behavior and improvements. Parents will be informed of positive behavior and improvements via phone, email, and home visits. Students will receive certificates and/or rewards for outstanding performance and behaviors.

### *Enumerated Offenses*

Students may be suspended or expelled for any of the following acts when it is determined the student:

- Caused, attempted to cause, or threatened to cause physical injury to another person.
- Willfully used force of violence upon the person of another, except self-defense.
- Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.
- Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- Committed or attempted to commit robbery or extortion.
- Caused or attempted to cause damage to school property or private property.
- Stole or attempted to steal school property or private property.
- Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a student.
- Committed an obscene act or engaged in habitual profanity or vulgarity.
- Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.
- Knowingly received stolen school property or private property.
- Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
- Engaged in an act of bullying, including bullying by means of electronic act, as defined in Education Code Section 48900.
- Made terrorist threats against school officials and/or school property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person



reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.

- Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to students in any of grades 4 to 12, inclusive.
- Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to students in any of grades 4 to 12, inclusive.
- Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to students in any of grades 6 to 12, inclusive.

Alternatives to suspension or expulsion will first be attempted with students who are truant, tardy, or otherwise absent from assigned school activities.

~~The Charter School~~The Advanced Learning Academy principal or the superintendent of schools shall recommend the expulsion of a pupil pursuant to Education Code 48915:

(a) (1) Except as provided in subdivisions (c) and (e), the principal or the superintendent of schools shall recommend the expulsion of a pupil for any of the following acts committed at school or at a school activity off school grounds, unless the principal or superintendent determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct:

(A) Causing serious physical injury to another person, except in self-defense.

(B) Possession of any knife or other dangerous object of no reasonable use to the pupil.

(C) Unlawful possession of any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, except for either of the following:

(i) The first offense for the possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis.

(ii) The possession of over-the-counter medication for use by the pupil for medical purposes or medication prescribed for the pupil by a physician.

(D) Robbery or extortion.

(E) Assault or battery, as defined in Sections 240 and 242 of the Penal Code, upon any school employee.

(2) If the principal or the superintendent of schools makes a determination as described in paragraph (1), he or she is encouraged to do so as quickly as possible to ensure that the pupil does not lose instructional time.

(b) Upon recommendation by the principal or the superintendent of schools, or by a hearing officer or administrative panel appointed pursuant to subdivision (d) of Section 48918, the governing board of a school district may order a pupil expelled upon finding that the pupil committed an act listed in paragraph (1) of subdivision (a) or in subdivision (a), (b), (c), (d), or (e) of Section 48900. A decision to expel a pupil for any of those acts shall be based on a finding of one or both of the following:

(1) Other means of correction are not feasible or have repeatedly failed to bring about proper conduct.

(2) Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.

(c) The principal or superintendent of schools shall immediately suspend, pursuant to Section 48911, and shall recommend expulsion of a pupil that he or she determines has committed any of the following acts at school or at a school activity off school grounds:

(1) Possessing, selling, or otherwise furnishing a firearm. This subdivision does not apply to an act of

possessing a firearm if the pupil had obtained prior written permission to possess the firearm from a certificated school employee, which is concurred in by the principal or the designee of the principal. This subdivision applies to an act of possessing a firearm only if the possession is verified by an employee of a school district. The act of possessing an imitation firearm, as defined in subdivision (m) of Section 48900, is not an offense for which suspension or expulsion is mandatory pursuant to this subdivision and subdivision (d), but it is an offense for which suspension, or expulsion pursuant to subdivision (e), may be imposed.

(2) Brandishing a knife at another person.

(3) Unlawfully selling a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code.

(4) Committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900.

(5) Possession of an explosive.

### ***Suspension Procedure***

Suspensions shall be initiated according to the following procedures:

#### ***1. Conference***

Suspension shall be preceded, if possible, by a conference conducted by the Principal or the Principal's designee with the student and his or her parent and, whenever practical, the teacher, supervisor or school employee who referred the student to the Principal. The conference may be omitted if the Principal or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the student shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense.

This conference shall be held within two school days, unless the student waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization.

No penalties may be imposed on a student for failure of the student's parent or guardian to attend a conference with school officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student's parent or guardian at the conference.

#### ***2. Notice to Parents/Guardians***

At the time of suspension, the Principal or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

##### **1) Suspension Time Limits/Recommendation for Placement/Expulsion**

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Notice of suspension and the reasons for the suspension will be given to the student and the parent in writing. If a student is suspended, s/he will not have any opportunity to make up

work that s/he misses during the suspension. If a student receives two (2) suspensions; third disciplinary action that requires another suspension may automatically start the expulsion process. Students and parent/guardian may appeal a suspension within one (1) school day of the suspension. This appeal will be made to the Principal and heard by a discipline committee.

The student may not attend classes until the appeal is heard, but they will be able to turn in work for the classes they miss while waiting for the appeal and receive credit for that work. All discipline committee hearings on suspensions will be held within two (2) school days of the appeal being made. The decision of the discipline committee is final.

Upon a recommendation of Placement/Expulsion by the Principal or Principal's designee, the student and the student's guardian or representative will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. This determination will be made by the Principal or designee upon either of the following determinations: (1) the student's presence will be disruptive to the education process; or (2) the student poses a threat or danger to others. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing.

### ***Expulsion Procedure***

A student may be expelled either by the Santa Ana Board of Education following a hearing before it or by the Santa Ana Board of Education upon the recommendation of an Administrative Panel to be assigned by the Santa Ana Board of Education as needed. The Administrative Panel should consist of at least three members who are certificated and neither a teacher of the student or a Board member of the Santa Ana Board of Education. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense.

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Principal or designee determines that the Student has committed an expellable offense.

In the event an administrative panel hears the case, it will make a recommendation to the Santa Ana Board of Education for a final decision whether to expel. The hearing shall be held in closed session unless the student makes a written request for a public hearing three (3) days prior to the hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include:

- The date and place of the expulsion hearing;
- A statement of specific facts, charges and offenses upon which the proposed expulsion is based;
- A copy of ~~the Charter School~~the Advanced Learning Academy's disciplinary rules which relate to the alleged violation;
- Notification of the student's or parent/guardian's obligation to provide information about the student's status at the school to any other school district or school to which the student seeks enrollment;
- The opportunity for the student or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
- The right to inspect and obtain copies of all documents to be used at the hearing;
- The opportunity to confront and question all witnesses who testify at the hearing;
- The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

### *Special Procedures for Expulsion & Hearings*

~~The Charter School~~The Advanced Learning Academy may, upon finding a good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations which shall be examined only by the Board, administrative panel, or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

- The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
- ~~The Charter School~~The Advanced Learning Academy must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
- At the discretion of the person or panel conducting the hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
- The person conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
- The person conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
- Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The person conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
- If one or both of the support persons is also a witness, ~~the Charter School~~the Advanced Learning Academy must present evidence that the witness' presence is both desired by the witness and will be helpful to ~~the Charter School~~the Advanced Learning Academy. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
- The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
- Especially for charges involving sexual assault or battery, if the hearing is to be conducted in the public at the request of the student being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are not alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing by means of closed-circuit television.
- Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to

the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

## ***Records & Litigations***

### ***1. Record of Hearing***

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

### ***2. Presentation of Evidence***

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense.

Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay and sworn declarations may be admitted as testimony from witnesses of whom the Board, Panel or designee determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the accused student, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Santa Ana Board of Education who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The decision of the Board is final.

If the expulsion hearing panel decides not to recommend expulsion, the student shall immediately be returned to his/her educational program.

### ***3. Written Notice to Expel***

The Principal or designee following a decision of the Board to expel shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following:

- Notice of the specific offense committed by the student
- Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with ~~the Charter School~~ [the Advanced Learning Academy](#)
- The reinstatement eligibility review date; a copy of the rehabilitation plan; the type of educational placement during the period of expulsion, and notice of appeal rights/procedures
- The Principal or designee shall send a copy of the written notice of the decision to expel to the student's district of residence. This notice shall include the following:
- The student's name

- The specific expellable offense committed by the student

#### 4. *Disciplinary Records*

~~The Charter School~~The Advanced Learning Academy shall maintain records of all student suspensions and expulsions at ~~the Charter School~~the Advanced Learning Academy. Such records shall be made available to the District upon request.

#### 5. *No Right to Appeal*

The student shall have no right of appeal from expulsion from ~~the Charter School~~the Advanced Learning Academy as the Board decision to expel shall be final.

### ***Further Assurances***

#### 1. *Expelled Students/Alternative Education*

Students who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence.

Charter School shall provide due process for all students, including adequate notice to parents/guardians and students regarding the grounds for suspension and expulsion and their due process rights regarding suspension and expulsion, including rights to appeal.

Charter School shall ensure that its policies and procedures regarding suspension and expulsion will be periodically reviewed, and modified as necessary, including, for example, any modification of the lists of offenses for which students are subject to suspension or expulsion. Charter School shall be responsible for the appropriate interim placement of students during and pending the completion of ~~the Charter School~~the Advanced Learning Academy's student expulsion process.

Charter Schools will implement operational and procedural guidelines ensuring federal and state laws and regulations regarding the discipline of students with disabilities are met. Charter Schools will also ensure staff is knowledgeable about and complies with the District's Policies. If the student receives or is eligible for special education, ~~the Charter School~~the Advanced Learning Academy shall identify and provide special education programs and services at the appropriate interim educational placement, pending the completion of the expulsion process, to be coordinated with the SAUSD.

Charter School shall document the alternatives to suspension and expulsion ~~the Charter School~~the Advanced Learning Academy utilizes with students who are truant, tardy, or otherwise absent from compulsory school activities.

If a student is expelled from ~~the Charter School~~the Advanced Learning Academy, ~~the Charter School~~the Advanced Learning Academy shall forward student records upon request of the receiving school district in a timely fashion. Charter School shall also submit an expulsion packet to ~~the Charter School~~the Advanced Learning Academy's Division immediately or as soon as practically possible, containing:

- pupil's last known address
- a copy of the cumulative record
- transcript of grades or report card
- health information
- documentation of the expulsion proceeding, including specific facts supporting the expulsion and

- | documentation that ~~the Charter School~~the Advanced Learning Academy's policies and procedures were followed
- student's current educational placement
- copy of parental notice of expulsion
- copy of documentation of expulsion provided to parent stating reason for expulsion, term of expulsion, rehabilitation plan, reinstatement notice with eligibility date and instructions for providing proof of student's compliance for reinstatement, appeal process and options for enrollment; and
- if the Student is eligible for Special Education, ~~the Charter School~~the Advanced Learning Academy must provide documentation related to expulsion pursuant to IDEA including conducting a manifestation determination IEP prior to expulsion. If the student is eligible for Section 504 Accommodations, the Charter School must provide evidence that it convened a Link Determination meeting to address two questions:
  1. Was the misconduct caused by, or directly and substantially related to the student's disability?
  2. Was the misconduct a direct result of ~~the Charter School~~the Advanced Learning Academy's failure to implement 504 Plan?

## *2. Outcome Data*

Charter School shall maintain all data involving placement, tracking, and monitoring of student suspensions, expulsions, and reinstatements, and make such outcome data readily available to the District upon request.

## *3. Rehabilitation Plans*

Pupils who are expelled from ~~the Charter School~~the Advanced Learning Academy shall be given a rehabilitation plan upon expulsion as developed by ~~the Charter School~~the Advanced Learning Academy's governing board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. Terms of expulsion should be reasonable and fair with the weight of the expelling offense taken into consideration when determining the length of expulsion. Therefore, the rehabilitation plan should include a date not later than one (1) year from the date of expulsion when the pupil may reapply to ~~the Charter School~~the Advanced Learning Academy for readmission.

## *4. Readmission*

~~The Charter School~~The Advanced Learning Academy's governing board shall adopt rules establishing a procedure for the filing and processing of requests for readmission and the process for the required review of all expelled pupils for readmission. Upon completion of the readmission process, ~~the Charter School~~the Advanced Learning Academy's governing board shall readmit the pupil, unless ~~the Charter School~~the Advanced Learning Academy's governing board makes a finding that the pupil has not met the conditions of the rehabilitation plan or continues to pose a danger to campus safety. A description of the procedure shall be made available to the pupil and the pupil's parent or guardian at the time the expulsion order is entered and the decision of the governing board, including any related findings, must be provided to the pupil and the pupil's parent/guardian within a reasonable time.

## *5. Reinstatement*

~~The Charter School~~The Advanced Learning Academy's governing board shall adopt rules establishing a procedure for processing reinstatements, including the review of documents regarding the rehabilitation plan. ~~The Charter School~~The Advanced Learning Academy is responsible for reinstating the student upon the conclusion of the expulsion period in a timely manner.

### *6. Special Education Students*

In the case of a student who has an Individualized Education Program (“IEP”), or a student who has a 504 Plan, ~~the Charter School~~the Advanced Learning Academy will ensure that it follows the correct disciplinary procedures to comply with the mandates of state and federal laws, including IDEA and Section 504 of the Rehabilitation Plan of 1973. As set forth in the MOU regarding special education between the District and ~~the Charter School~~the Advanced Learning Academy an IEP team, including a District representative, will meet to conduct a manifestation determination and to discuss alternative placement utilizing the District’s Policies and Procedures Manual. Prior to recommending expulsion for a student with a 504 Plan, ~~the Charter School~~the Advanced Learning Academy’s administrator will convene a Link Determination meeting to ask the following two questions:

- Was the misconduct caused by, or directly and substantially related to the student’s disability?
- Was the misconduct a direct result of ~~the Charter School~~the Advanced Learning Academy’s failure to implement 504?
- Gun Free Schools Act
- ~~The Charter School~~The Advanced Learning Academy shall comply with the federal Gun Free Schools Act.



## ELEMENT ELEVEN | RETIREMENT PROGRAMS

**Governing Law:** The manner by which staff members of ~~the charter school~~The Advanced Learning Academy will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security. *Education Code Section 47605(b)(5)(K)*.

~~The Charter School~~The Advanced Learning Academy staff will participate in the federal social security system and will have the option to elect to participate in the State Teachers Retirement System and/or Public Employees Retirement System and coordinate such participation, as appropriate, with the social security system or other reciprocal systems in the future. If the school should opt to participate in the STRS or PERS systems, the district shall cooperate as necessary to forward any required payroll deductions and related data. If any of the school's teachers participate in the STRS system, then all must do so. ~~The Charter School~~The Advanced Learning Academy's retirement program policy will be consistent with the SAUSD's policy. If a conflict with District policies and procedures exists, then District policies and procedures will govern.

### ***Mandatory Benefits***

Mandatory contributions such as workers compensation, unemployment insurance, Medicare and social security (for non-STRS employees) will be paid by the employer.

### ***Health Benefits***

Health, dental, vision and related benefits as part of the total compensation package for each employee will be determined as part of the individual employment agreement.

### ***Work Schedule***

Work calendars, hours per week, and vacation time will be determined by individual employment agreements consistent with the applicable calendar of workdays for each position. The principal will work for the school year with appropriate vacation time as specified in the employment agreement. Teachers and teachers' assistants will work a school year comprised of 11 months, which will include professional training beyond the regular teaching schedule. The teaching staff may also be required to attend weekly staff and several parent-community meetings each school term. Office and maintenance staff will work a calendar year of 12 months with appropriate vacation time. The standard day for the non-teaching staff is 8.0 working hours.

### ***Retirement***

All full-time teaching employees who are eligible will participate in the State Teachers' Retirement System (STRS). All full-time non-teaching employees who are eligible will participate in the Public Employees Retirement System (PERS). ~~The Charter School~~The Advanced Learning Academy will make any contribution that is legally required of the employer, including STRS, PERS, social security, and unemployment insurance. All withholdings from employees and ~~the charter school~~The Advanced Learning Academy will be forwarded to the STRS and PERS funds as required. ~~The Charter School~~The Advanced Learning Academy will submit all retirement data and will comply with all policies and procedures for payroll reporting. Employees will accumulate service credit years in the same manner as all other members of STRS. The HR Dept. will be responsible for ensuring that appropriate arrangements are made for retirement and other benefits.

The School may establish other retirement plans for employees that include, but shall not be limited to, establishment of section 403(b), 457 or 401(k) plans.

- **Process for Resolving Complaints/Grievances**

All staff members will follow state and federal laws for reporting alleged improprieties as well as adhere to the Employee Handbook.

The following process will apply to staff members filing a complaint /grievance:

- When a problem first arises, the grievant should discuss the matter with the School principal rather than fellow employees.
- The principal will review the problem and any relating policies. If the problem cannot be resolved informally through discussion or meeting, the grievance shall be reduced to writing by the grievant and submitted to the principal. The grievant should specify the problem to the fullest extent possible and any remedies sought.
- Following any necessary investigation, the principal shall prepare a written response to the grievant no later than ten (10) working days from the date of receipt of the grievance, unless for good cause, additional time is required for the response.
- If no satisfactory solution can be reached, the grievant may request to meet with the Chief Executive Officer or his/her designee and the Principal. The request for this meeting will be written and will include any and all documentation related to the grievance along with any solutions that have been proposed by either the grievant or the principal. Any decision by the Chief Executive Officer or his/her designee shall be final.

## ELEMENT TWELVE | PUBLIC SCHOOL ATTENDANCE ALTERNATIVES

**Governing Law:** The public school attendance alternatives for pupils residing within the school district who choose not to attend ~~the charter school~~the Advanced Learning Academy. *Education Code Section 47605(b)(5)(L)*.

~~The Charter School~~The Advanced Learning Academy is a school of choice and no students shall be required to attend. Pupils who choose not to attend ~~the Charter School~~the Advanced Learning Academy may choose to attend other public schools in their district of residence or pursue an intra- or inter-district transfer in accordance with existing enrollment and transfer policies of the District.

Parents and guardians of each student enrolled in ~~the Charter School~~the Advanced Learning Academy will be informed on admissions forms that the students have no right to admission in a particular school of an local education agency as a consequence of enrollment in ~~the Charter School~~the Advanced Learning Academy, except to the extent that such a right is extended by the local education agency.

## ELEMENT THIRTEEN | EMPLOYEE RIGHTS & RESPONSIBILITIES

**Governing Law:** A description of the rights of any employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school. *Education Code Section 47605(b)(5)(M)*.

~~The Charter School~~The Advanced Learning Academy's employee policies will be consistent with the SAUSD's policy. If a conflict with District policies and procedures exists, then District policies and procedures will govern. Any employee of the district who works at ~~the Charter School~~the Advanced Learning Academy will be covered by existing district policies for inter-district transfers and the terms of existing labor contracts. Charter School staff who leave a permanent job in the district to work at ~~the Charter School~~the Advanced Learning Academy will have the right to return to a comparable position in the district during their tenure at the school, subject to layoff provisions in the Education Code.

Staff of ~~the Charter School~~the Advanced Learning Academy recognize the uniqueness of Charter Schools and will work to establish a positive culture that fulfills the mission of the school

All school personnel will abide and commit to ~~the Charter School~~the Advanced Learning Academy's mission and vision. All job descriptions and work schedules will be reviewed and modified as necessary to meet the needs of the school and its students. The school expects a high level of professionalism from its staff including self-monitoring of higher education development. All staff members will follow state and federal laws for reporting alleged improprieties as well as adhere to the SAUSD Employee Contract. All school personnel will be evaluated at least once annually.

Job applicants for positions at ~~the Charter School~~the Advanced Learning Academy will be considered through an open process, and if hired, will enter into an at-will agreement with the school. Unless the employees elect to be represented by an organization for bargaining purposes, all employees will be recruited individually and receive at-will agreements. The individual agreements will address, among other issues, salary, health and welfare benefits, work schedules and responsibilities, accountability measurements, and standards for performance evaluations.

Employees will not be allowed to carry over their sick/vacation rights from their previous employment to ~~the Charter School~~the Advanced Learning Academy.

Leave and return rights for union-represented employees who accept employment with ~~the Charter School~~the Advanced Learning Academy will be administered in accordance with applicable collective bargaining agreements between the employee's union and the District and also in accordance with any applicable judicial rulings.

## ELEMENT FOURTEEN | DISPUTE RESOLUTION

**Governing Law:** The procedures to be followed by ~~the charter school~~the Advanced Learning Academy and the entity granting the charter to resolve disputes relating to the provisions of the charter. *Education Code Section 47605(b)(5)(N)*.

In the case of ~~the Charter School~~the Advanced Learning Academy, the District is both the charter agency and charter-granting entity.

### *Dispute Resolution*

The following section of this charter provides the standardized language that the SAUSD is adopting for all charter schools in the district. The transition to the standardized language is being facilitated during a charter renewal and/or when revision/modification of a MOU or other contractual agreement between ~~the Charter School~~the Advanced Learning Academy and the district takes place. ~~The Charter School~~The Advanced Learning Academy's dispute resolution policy will be consistent with the SAUSD's policy. If a conflict with District policies and procedures exists, then District policies and procedures will govern.

This language is being incorporated into ~~the Charter School~~the Advanced Learning Academy application petition and subject to change depending on and including but not limited to, discussion and negotiations, individual school circumstance and the specific document being renewed/revised/modified and applicable law.

If the District determines that a violation of the Charter, MOU or law may have occurred or a problem has arisen to the operation of ~~the Charter School~~the Advanced Learning Academy or the District's oversight obligations, or a dispute otherwise arises between the District and ~~the Charter School~~the Advanced Learning Academy the following procedures shall be followed to resolve the dispute.

1. Should the District determine in writing that the violation or issue in question constitutes a severe and imminent threat to the health or safety of the pupils, it shall not be bound by any portion of this dispute resolution process and may commence revocation proceedings immediately or take action as it deems necessary.
2. If the violation or issue in question does not constitute a severe and imminent threat to the health and safety of pupils, District will provide written notification of the violation or issue. The date that this notice is sent shall be the "Notice Date." Upon issuance of this notice, a meeting will be scheduled to discuss and possibly resolve the dispute. Both parties must have representatives present at this meeting and under no circumstances will the meeting be held more than ten (10) calendar days after the Notice Date. The District representative at the meeting will be the Superintendent or the Superintendent's designee, and the INDA Charter School representative will be a Co-Director or the Advisory Board. If the dispute is not resolved at this meeting or in strict accordance with any plan for resolution agreed upon at this meeting, the parties will proceed to Step 3.
3. The District may commence revocation of the Charter and/or other appropriate action in accordance with Education Code 47607 or applicable law.

The parties shall exchange information as necessary to avoid disputes and assist in curing disputes and shall use their best efforts to resolve disputes between them at the earliest possible time.

In the event of a dispute raised by ~~the Charter School~~the Advanced Learning Academy against the District over the terms of the charter, ~~the charter school~~the Advanced Learning Academy shall put the dispute in writing to the Superintendent or designees, and the District Superintendent, or Designee shall meet with the

Principal and President of ~~the Charter School~~the Advanced Learning Academy to seek resolution within two weeks of receiving the written complaint. After this meeting if resolution is not reached, both parties are free to pursue any other legal remedy available. However, mediation may be commenced with the agreement of both the District and ~~the Charter School~~the Advanced Learning Academy, with the costs of the mediator to be split by both parties.

### ***Internal Disputes***

~~The Charter School~~The Advanced Learning Academy shall have an internal dispute resolution process to be used for all internal disputes related to ~~the Charter School~~the Advanced Learning Academy's operations. Parents, students, board members, volunteers, and staff at ~~the Charter School~~the Advanced Learning Academy will be provided with a copy of ~~the Charter School~~the Advanced Learning Academy's policies and dispute resolution process. The District will refer all disputes not related to a possible violation of the Charter or law or to the operation of ~~the Charter School~~the Advanced Learning Academy or District's oversight obligations to ~~the Charter School~~the Advanced Learning Academy for resolution according to its internal dispute resolution process.

### ***Disputes Between ~~the Charter School~~the Advanced Learning Academy & SAUSD***

The staff and governing board members of ~~the Charter School~~the Advanced Learning Academy agree to resolve any claim, controversy or dispute arising out of or relating to the Charter agreement between the District and ~~the Charter School~~the Advanced Learning Academy. Any dispute between the District and ~~the Charter School~~the Advanced Learning Academy shall be resolved in accordance with the procedures set forth below:

Any dispute shall be made in writing ("Written Notification"). The Written Notification must identify the nature of the Dispute and any supporting facts. The Written Notification shall be tendered to the other party by personal delivery, by facsimile, or by certified mail. The Written Notification shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00 PM or other-wise on the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail. All Written Notifications shall be addressed as follows:

To Charter School, c/o:  
**(To Be Determined)**

To District, c/o Superintendent:  
Santa Ana Unified School District  
1601 East Chestnut Avenue  
Santa Ana, CA 92701

A written response ("Written Response") shall be tendered to the other party within twenty (20) business days from the date of receipt of the Written Notification. The parties agree to schedule a conference to discuss the Dispute identified in the Written Notice ("Issue Conference"). The Issue Conference shall take place within fifteen (15) business days from the date the Written Response is received by the other party. The Written Response may be tendered by personal delivery, by facsimile, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00p.m., or otherwise on the business day following personal

delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail.

If the Dispute cannot be resolved by mutual agreement at the Issue Conference, either party may then request that the Dispute be resolved by mediation. Each party shall bear its own attorneys' fees, costs and expenses associated with the mediation. The mediator's fees and the administrative fees of the mediation shall be shared equally among the parties. The parties shall mutually agree upon the selection of a mediator to resolve the Dispute. The mediator may be selected from the approved list of mediators prepared by the American Arbitration Association. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.

If the mediation is not successful, then the parties agree to resolve the Dispute by pursuing other options as provided by the law.

## ELEMENT FIFTEEN | EXCLUSIVE PUBLIC SCHOOL EMPLOYER

**Governing Law:** A declaration whether or not ~~the charter school~~the Advanced Learning Academy shall be deemed the exclusive public school employer of the employees of ~~the charter school~~the Advanced Learning Academy for the purposes of the Educational Employment Relations Act (Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code). *Education Code Section 47605(b)(5)(O)*.

For the purposes of the education employment relations act (EERA), the Santa Ana Unified School District will be the exclusive public school employer of the employees of ~~the Charter School~~the Advanced Learning Academy.



## ELEMENT SIXTEEN | SCHOOL CLOSURE

**Governing Law:** A description of the procedures to be used if ~~the charter school~~the Advanced Learning Academy closes. The procedures shall ensure a final audit of the school to determine the disposition of all assets and liabilities of ~~the charter school~~the Advanced Learning Academy, including plans for disposing of any net assets and for the maintenance and transfer of public records. *Education Code Section 47605(b)(5)(P)*.

### *Charter Renewal*

~~The Charter School~~The Advanced Learning Academy must submit its renewal petition to the District's Charter Schools Division no earlier than September of the year before the charter expires.

### *Revocation*

The District may revoke the Charter if ~~the Charter School~~the Advanced Learning Academy commits a breach of any provision set forth in a policy related to Charter Schools adopted by the District Board of Education and/or any provisions set forth in ~~the Charter School~~the Advanced Learning Academy Act of 1992. The District may revoke the charter of ~~the Charter School~~the Advanced Learning Academy if the District finds, through a showing of substantial evidence, that ~~the Charter School~~the Advanced Learning Academy did any of the following:

- ~~The Charter School~~The Advanced Learning Academy committed a material violation of any of the conditions, standards, or procedures set forth in the charter.
- ~~The Charter School~~The Advanced Learning Academy failed to meet or pursue any of the pupil outcomes identified in the charter.
- ~~The Charter School~~The Advanced Learning Academy failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement.
- ~~The Charter School~~The Advanced Learning Academy violated any provision of law.
- Prior to revocation, and in accordance with Cal. Educ. Code section 47607(d) and State regulations, the SAUSD Board of Education will notify ~~the Charter School~~the Advanced Learning Academy in writing of the specific violation, and give ~~The Charter School~~The Advanced Learning Academy a reasonable opportunity to cure the violation, unless the SAUSD Board of Education determines, in writing, that the violation constitutes a severe and imminent threat to the health or safety of the pupils. Revocation proceedings are not subject to the dispute resolution clause set forth in this Charter.

### *Closure Action*

The decision to close ~~the Charter School~~the Advanced Learning Academy, either by ~~the Charter School~~the Advanced Learning Academy Advisory Board or by the SAUSD Board of Education, will be documented in a Closure Action. The Closure Action shall be deemed to have been automatically made when any of the following occur: the charter is revoked or non-renewed by the SAUSD Board of Education; ~~the Charter School~~the Advanced Learning Academy board votes to close ~~the Charter School~~the Advanced Learning Academy; or the Charter lapses.

### *Closure Procedures*

The procedures for ~~the Charter School~~the Advanced Learning Academy's closure are guided by California Education Code sections 47604.32, 47605, 47605.6, and 47607 as well as California Code of Regulations,

Title 5 (5 CCR), sections 11962 and 11962.1. A closed charter school must designate a responsible entity to conduct closure activities and identify how these activities will be funded. The procedures out-lined below are based on “Charter School Closure Requirements and Recommendations (Revised 08/2009)” as posted on the California Department of Education website. References to “Charter School” applies to ~~the charter school~~ the Advanced Learning Academy’s nonprofit corporation and/or governing board.

### *1. Documentation of Closure Action*

The revocation or non-renewal of a charter school must be documented by an official action of the authorizing entity. Notice of a charter school’s closure for any reason must be provided by the authorizing entity to the California Department of Education (CDE). In addition, ~~the charter school~~ the Advanced Learning Academy must send notice of its closure to:

1. Parents or guardians of students. Written notification to parents/guardians/caregivers of the enrolled students of ~~the Charter School~~ the Advanced Learning Academy will be issued by ~~the Charter School~~ the Advanced Learning Academy within 72 hours after the determination of a Closure Action and the effective date of closure. A copy of the written notifications to parents is also to be sent to SAUSD within the same time frames.
2. The authorizing entity
3. The county department of education. Written notification to the Orange County Department of Education of the Closure Action shall be made by ~~the Charter School~~ the Advanced Learning Academy by registered mail within 72 hours of the decision to Closure Action. Charter School shall provide a copy of this correspondence to the SAUSD.
4. The special education local plan area in which the school participates. Written notification to the Special Education Local Planning Area (SELPA) in which ~~the Charter School~~ the Advanced Learning Academy participates of the Closure Action shall be made by ~~the Charter School~~ the Advanced Learning Academy by registered mail within 72 hours of the decision to Closure Action. Charter School shall provide a copy of this correspondence to the SAUSD.
5. The retirement systems in which the school’s employees participate. ~~The Charter School~~ The Advanced Learning Academy will within fourteen (14) calendar days of closure action contact the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), and the Orange County Department of Education and follow their procedures for dissolving contracts and reporting. Charter School shall provide a copy of this correspondence to the SAUSD.
6. The CDE. Written notification to the California Department of Education of the Closure Action shall be made by ~~the Charter School~~ the Advanced Learning Academy by registered mail within 72 hours of the decision to Closure Action. Charter School shall provide a copy of this correspondence to the SAUSD.

Notice must be received by the CDE within ten calendar days of any official action taken by the chartering authority. Notification of all the parties above must include at least the following:

1. The effective date of the closure
2. The name(s) of and contact information for the person(s) handling inquiries regarding the closure
3. The students’ school districts of residence
4. How parents or guardians may obtain copies of student records, including specific information on completed courses and credits that meet graduation requirements
5. In addition to the four required items above, notification to the CDE must also include:
6. A description of the circumstances of the closure
7. The location of student and personnel records

In addition to the four required items above, notification to parents, guardians, and students should also include:

1. Information on how to transfer the student to an appropriate school
2. A certified packet of student information that includes closure notice, a copy of their child's cumulative record which will include grade reports, discipline records, immunization records, completed coursework, credits that meet graduation requirements, a transcript, and State testing results
3. Information on student completion of college entrance requirements for all high school students affected by the closure
4. ~~The Charter School~~The Advanced Learning Academy shall announce the closure to any school districts that may be responsible for providing education services to the former students of ~~the charter school~~the Advanced Learning Academy within 72 hours of the decision to Closure Action. This notice will include a list of returning students and their home schools. Charter school closures should occur at the end of an academic year if it is feasible to maintain a legally compliant program until then. If a conversion charter school is reverting to non-charter status, notification of this change should be made to all parties listed in this section.
5. School and Student Records Retention and Transfer
6. ~~The Charter School~~The Advanced Learning Academy will provide the District with original cumulative files and behavior records pursuant to District policy and applicable handbook(s) regarding cumulative records for secondary and elementary schools for all students both active and inactive at ~~the Charter School~~the Advanced Learning Academy. Transfer of the complete and organized original student records to the District will occur within seven calendar days of the effective date of closure.
7. The process for transferring student records to the receiving schools shall be in accordance with SAUSD procedures for students moving from one school to another.
8. ~~The Charter School~~The Advanced Learning Academy will prepare an electronic master list of all students to the SAUSD. This list will include the student's identification number, Statewide Student Identifier (SSID), birthdate, grade, full name, address, home school, enrollment date, exit code, exit date, parent/guardian name(s), and phone number(s). If ~~the Charter School~~the Advanced Learning Academy closure occurs before the end of the school year, the list should also indicate the name of the school that each student is transferring to, if known. This electronic master list will be delivered in the form of a CD.
9. The original cumulative files should be organized for delivery to the District in two categories: active students and inactive students. The CSD will coordinate with ~~the Charter School~~the Advanced Learning Academy for the delivery and/or pickup of the student records.
10. ~~The Charter School~~The Advanced Learning Academy must update all student records in the California Longitudinal Pupil Achievement Data System (CALPADS) prior to closing.
11. ~~The Charter School~~The Advanced Learning Academy will provide to the CSD a copy of student attendance records, teacher grade books, school payroll records, and Title I records (if applicable). Submission of personnel records must include any employee records ~~the charter school~~the Advanced Learning Academy has. These include, but are not limited to, records related to performance and grievance.
12. All records are to be boxed and labeled by classification of documents and the required duration of storage.

## *2. Financial Close-Out*

After receiving notification of closure, the CDE will notify ~~the charter school~~the Advanced Learning Academy and the authorizing entity if it is aware of any liabilities ~~the charter school~~the Advanced Learning Academy owes the state. These may include over-payment of apportionments, unpaid revolving fund loans or grants, or other liabilities. The CDE may ask the county office of education to conduct an audit of ~~the charter school~~the Advanced Learning Academy if it has reason to believe that the school received state funding for which it was not eligible.

The Charter shall ensure completion of an independent final audit within six months after the closure of the

school that includes:

1. An accounting of all financial assets. These may include cash and accounts receivable and an inventory of property, equipment, and other items of material value.
2. An accounting of all liabilities. These may include accounts payable or reduction in apportionments due to loans, unpaid staff compensation, audit findings, or other investigations.
3. An assessment of the disposition of any restricted funds received by or due to ~~the charter school~~the Advanced Learning Academy.
4. This audit may serve as the school's annual audit.
5. The financial closeout audit of ~~the Charter School~~the Advanced Learning Academy will be paid for by ~~the Charter School~~the Advanced Learning Academy. This audit will be conducted by a neutral, independent licensed CPA who will employ generally accepted accounting principles. Any liability or debt incurred by ~~the Charter School~~the Advanced Learning Academy will be the responsibility of ~~the Charter School~~the Advanced Learning Academy and not SAUSD. ~~The Charter School~~The Advanced Learning Academy understands and acknowledges that ~~the Charter School~~the Advanced Learning Academy will cover the outstanding debts or liabilities of ~~the Charter School~~the Advanced Learning Academy. Any unused monies at the time of the audit will be returned to the appropriate funding source. ~~The Charter School~~The Advanced Learning Academy understands and acknowledges that only unrestricted funds will be used to pay creditors. Any unused AB 602 funds will be returned to the District SELPA or the SELPA in which ~~the Charter School~~the Advanced Learning Academy participates, and other categorical funds will be returned to the source of funds.

~~The Charter School~~The Advanced Learning Academy shall ensure the completion and filing of any annual reports required. This includes:

- Preliminary budgets
- Interim financial reports
- Second interim financial reports
- Final unaudited reports
- These reports must be submitted to the CDE and the authorizing entity in the form required. If ~~the Charter School~~the Advanced Learning Academy chooses to submit this information before the forms and software are available for the fiscal year, alternative forms can be used if they are approved in advance by the CDE. These reports should be submitted as soon as possible after the closure action, but no later than the required deadline for reporting for the fiscal year.
- For apportionment of categorical programs, the CDE will count the prior year average daily attendance (ADA) or enrollment data of the closed charter school with the data of the authorizing entity. This practice will occur in the first year after the closure and will continue until CDE data collection processes reflect ADA or enrollment adjustments for all affected LEAs due to the charter closure.

### *3. Disposition of Liabilities and Assets*

The closeout audit must determine the disposition of all liabilities of ~~the charter school~~the Advanced Learning Academy. Charter school closure procedures must also ensure disposal of any net assets remaining after all liabilities of ~~the charter school~~the Advanced Learning Academy have been paid or otherwise addressed. Such disposal includes, but is not limited to:

- The return of any donated materials and property according to any conditions set when the donations were accepted.
- The return of any grant and restricted categorical funds to their source according to the terms of the grant or state and federal law.
- The submission of final expenditure reports for any entitlement grants and the filing of Final Expenditure Reports and Final Performance Reports, as appropriate.

- Net assets of ~~the charter school~~the Advanced Learning Academy may be transferred to another charter school. If ~~the Charter School~~the Advanced Learning Academy is operated by a nonprofit corporation, and if the corporation does not have any other functions than operation of ~~the Charter School~~the Advanced Learning Academy, the corporation will be dissolved according to its bylaws.
- The corporation's bylaws will address how assets are to be distributed at the closure of the corporation.
- A copy of the corporations bylaws containing the information on how assets are to be distributed at the closure of the corporation, are to be provided to SAUSD prior to approval of this Charter.
- For six (6) calendar months from the Closure Action or until budget allows, whichever comes first, sufficient staff as deemed appropriate by ~~the Charter School~~the Advanced Learning Academy Board, will maintain employment to take care of all necessary tasks and procedures required for a smooth closing of the school and student transfers.
- ~~The Charter School~~The Advanced Learning Academy Board shall adopt a plan for wind-up of the school and, if necessary, the corporation, in accordance with the requirements of the Corporations Code.
- ~~The Charter School~~The Advanced Learning Academy shall provide SAUSD within fourteen (14) calendar days of closure action prior written notice of any outstanding payments to staff and the method by which the school will make the payments.
- Prior to final closure, ~~the Charter School~~the Advanced Learning Academy shall do all of the following on behalf of the school's employees, and anything else required by applicable law:
  - File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines.
  - File the Federal Notice of Discontinuance with the Department of Treasury (Treasury Form 63).
  - Make final federal tax payments (employee taxes, etc.)
  - File the final withholding tax return (Treasury Form 165).
  - File the final return with the IRS (Form 990 and Schedule).

This Element 16 shall survive the revocation, expiration, termination, cancellation of this charter or any other act or event that would end ~~the Charter School~~the Advanced Learning Academy's right to operate as a Charter School or cause ~~the Charter School~~the Advanced Learning Academy to cease operation. ~~The Charter School~~The Advanced Learning Academy and District agree that, due to the nature of the property and activities that are the subject of this petition, the District and public shall suffer irreparable harm should Charter School breach any obligation under this Element 16. The District, therefore, shall have the right to seek equitable relief to enforce any right arising under this Element 16 or any provision of this Element 16 or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the District. Such legal relief shall include, without limitation, the seeking of a temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.

## ELEMENT SEVENTEEN | PROPOSED BUDGET & CASH FLOW

~~The Charter School~~The Advanced Learning Academy is established as a dependent charter and shall be budgeted in accordance to practices used at all other SAUSD schools. ~~The Charter School~~The Advanced Learning Academy's financial reports will be contained in the SAUSD fiscal reports, as is the case with all other SAUSD schools. The Advisor Board, once convened, in cooperation with the School Site Council once elected, shall determine the school's discretionary spending budget.



School Year	FY 2017-18	FY 2018-19	FY2019-20	FY2020-21	FY2021-22
<b>Total Enrollment</b>	240	300	360	390	420
<b>Total Revenue</b>	\$ 2,595,549	\$ 2,443,922	\$ 4,164,069	\$ 4,662,619	\$ 5,008,885
<b>Total Expenses</b>	\$ 2,130,455	\$ 2,304,062	\$ 3,165,607	\$ 3,335,980	\$ 3,485,638
<b>Carryover from previous year</b>		\$ 335,317	\$ 17,664	\$ 790,258	\$ 1,093,508
<b>5% Reserve</b>	\$ 129,777	\$ 122,196	\$ 208,203	\$ 233,131	\$ 250,444
<b>Net Income (Loss)</b>	\$ 335,317	\$ 17,664	\$ 790,258	\$ 1,093,508	\$ 1,272,803
<b>Ending Fund Balance</b>	\$ 335,317	\$ 352,981	\$ 807,922	\$ 1,883,766	\$ 2,366,311

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#### Enrollment

Student Enrollment	FY 2017-18	FY 2018-19	FY2019-20	FY2020-21	FY2021-22
Pre-K	0	0	0	0	0
K	60	60	60	60	60
1st	30	60	60	60	60
2nd	30	30	60	60	60
3rd	30	30	30	60	60
<b>Total K-3</b>	<b>150</b>	<b>180</b>	<b>210</b>	<b>240</b>	<b>240</b>
4th	30	30	30	30	60
5th	30	30	30	30	30
6th	30	30	30	30	30
<b>Total 4-6</b>	<b>90</b>	<b>90</b>	<b>90</b>	<b>90</b>	<b>120</b>
7th	0	30	30	30	30
8th	0	0	30	30	30
<b>Total 7-8</b>	<b>0</b>	<b>30</b>	<b>60</b>	<b>60</b>	<b>60</b>
<b>Total Enrollment</b>	<b>240</b>	<b>300</b>	<b>360</b>	<b>390</b>	<b>420</b>
<b>Daily Attendance %</b>	96.47%	96.47%	96.47%	96.47%	96.47%
Est. Average Daily Attendance (ADA)	<b>232</b>	<b>289</b>	<b>347</b>	<b>376</b>	<b>405</b>
<b>Free &amp; Reduced %</b>	68%	68%	68%	68%	68%
# of FR Students	<b>163.2</b>	<b>204</b>	<b>244.8</b>	<b>265.2</b>	<b>285.6</b>
<b>English Language Learners %</b>	30.0%	30.0%	30.0%	30.0%	30.0%
# of ELL Students	<b>72</b>	<b>90</b>	<b>108</b>	<b>117</b>	<b>126</b>

\*\*\* Percentages based on SAUSD 2012-13 Averages for Fundamental Schools

#### Revenue & Resources

State Revenue	FY 2017-18	FY 2018-19	FY2019-20	FY2020-21	FY2021-22
<b>Local Control Funding Formula (LCFF) Includes CSR</b>					
Projected K-3	\$ 1,374,107	\$ 802,184	\$ 2,079,750	\$ 2,466,000	\$ 2,466,000
Projected 4-6	\$ 768,755	\$ 802,184	\$ 835,612	\$ 869,041	\$ 1,158,721
Project 7-8	\$ -	\$ 273,695	\$ 569,675	\$ 591,961	\$ 591,961
<b>Total LCFF</b>	<b>\$ 2,142,861</b>	<b>\$ 1,878,062</b>	<b>\$ 3,485,037</b>	<b>\$ 3,927,001</b>	<b>\$ 4,216,681</b>
<b>Federal Revenue</b>					
<b>No Child Left Behind (NCLB) - Estimated \$747 - Per ADA</b>					
Title Programs (Part A, Basic Grants Low-Income)	\$ 179,280	\$ 224,100	\$ 268,920	\$ 291,330	\$ 313,740
<b>Special Education (Individuals with Disabilities-IDEA)</b>					
<b>National School Lunch Program (NSLP)-Estimated at \$3 day</b>	\$ 88,128.00	\$ 110,160.00	\$ 132,192.00	\$ 143,208.00	\$ 154,224.00
<b>Total Federal Revenue</b>	<b>\$ 267,408</b>	<b>\$ 334,260</b>	<b>\$ 401,112</b>	<b>\$ 434,538</b>	<b>\$ 467,964</b>
<b>Local Revenue</b>					
Fundraisers / Donations	\$ 6,000	\$ 7,500	\$ 9,000	\$ 9,750	\$ 10,500
<b>Total Other Revenue</b>	<b>\$ 6,000</b>	<b>\$ 7,500</b>	<b>\$ 9,000</b>	<b>\$ 9,750</b>	<b>\$ 10,500</b>
<b>Total Revenue &amp; Resources</b>	<b>\$ 2,595,549</b>	<b>\$ 2,443,922</b>	<b>\$ 4,164,069</b>	<b>\$ 4,662,619</b>	<b>\$ 5,008,885</b>



**Santa Ana Unified School District - Charter School  
5 Year Budget Assumptions**

**Expenditures**

**1000 - Certificated Salary**

	FY 2017-18	FY 2018-19	FY2019-20	FY2020-21	FY2021-22
1100 Full-Time Teachers (FTE)	8	10	17	18	19
Average Teacher Salary - SAUSD	\$ 81,000	\$ 81,000	\$ 81,000	\$ 81,000	\$ 81,000
Total Teacher Salaries	\$ 648,000	\$ 810,000	\$ 1,377,000	\$ 1,458,000	\$ 1,539,000
110x Substitutes Teachers	40	50	85	90	95
Rate \$120 per day	\$ 4,800	\$ 6,000	\$ 10,200	\$ 10,800	\$ 11,400
1300 Directory Salary-Mgr 51, 11 mos (Fte)	2	2	2	2	2
Directors Salary	\$ 208,934	\$ 212,828	\$ 217,448	\$ 221,386	\$ 225,720
<b>1000-Total Certificated Salary</b>	<b>\$ 861,734</b>	<b>\$ 1,028,828</b>	<b>\$ 1,604,648</b>	<b>\$ 1,690,186</b>	<b>\$ 1,776,120</b>

**2000 - Classified Salary**

2100 Instruction Aides					
Aides Salary	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
2200 Custodial	1	1	1	1	1
Custodial Salary Range 23, 11 mos.	\$ 31,328	\$ 33,220	\$ 34,892	\$ 36,630	\$ 38,445
Sub Custodial	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Total Custodial	\$ 31,328	\$ 33,220	\$ 34,892	\$ 36,630	\$ 38,445
2400 Clerical / Office Manager	1	1	1	1.5	1.5
Clerical Salary Range 28, 11 mos.	\$ 35,761	\$ 37,576	\$ 39,490	\$ 59,362	\$ 61,474
Sub Clerical	\$ 2,300	\$ 2,300	\$ 2,300	\$ 2,300	\$ 2,300
Total Clerical	\$ 38,061	\$ 39,876	\$ 41,790	\$ 61,662	\$ 63,774
2900 Other Classified Salaries	0.3	0.3	0.5	0.75	1
Noon Duty Aide \$10/hr	\$ 120	\$ 120	\$ 200	\$ 300	\$ 400
<b>2000-Total Classified Salary</b>	<b>\$ 219,509</b>	<b>\$ 223,216</b>	<b>\$ 226,882</b>	<b>\$ 248,592</b>	<b>\$ 252,619</b>

**3000 - Employee Benefits**

Certificated	\$ 133,655	\$ 159,571	\$ 248,881	\$ 262,148	\$ 275,476
Classified	\$ 54,607	\$ 55,529	\$ 56,441	\$ 61,842	\$ 62,844
Health & Welfare (\$13k Average)	\$ 156,000	\$ 182,000	\$ 273,000	\$ 292,500	\$ 305,500
<b>3000-Total Employee Benefits</b>	<b>\$ 344,262</b>	<b>\$ 397,101</b>	<b>\$ 578,322</b>	<b>\$ 616,490</b>	<b>\$ 643,820</b>

**4000- Supplies and Books**

4100 Textbooks	\$ 84,000	\$ 21,000	\$ 21,000	\$ 10,500	\$ 10,500
Other Books	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
	\$ 89,000	\$ 26,000	\$ 26,000	\$ 15,500	\$ 15,500
4200- Books and Reference materials	\$ 10,000	\$ 10,000	\$ 5,000	\$ 5,000	\$ 5,000
4300 - Instruction Materials & Supplies	\$ 14,400	\$ 18,000	\$ 21,600	\$ 23,400	\$ 25,200
Start Up Supplies	\$ 24,000	\$ 6,000	\$ 6,000	\$ 3,000	\$ 3,000
STEM Supplies	\$ 24,000	\$ 30,000	\$ 36,000	\$ 39,000	\$ 42,000
	\$ 62,400	\$ 54,000	\$ 63,600	\$ 65,400	\$ 70,200
4330 - Office Supplies	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
4400 - Non-Capitalized Equipment					
Instructional	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
Office	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
	\$ 17,000	\$ 17,000	\$ 17,000	\$ 17,000	\$ 17,000
<b>4000-Total Supplies, Equipment and Books</b>	<b>\$ 183,400</b>	<b>\$ 112,000</b>	<b>\$ 116,600</b>	<b>\$ 107,900</b>	<b>\$ 112,700</b>

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**Santa Ana Unified School District - Charter School  
5 Year Budget Assumptions**

<b>5000-Services &amp; Other Operating Expenses</b>	<b>FY 2017-18</b>	<b>FY 2018-19</b>	<b>FY2019-20</b>	<b>FY2020-21</b>	<b>FY2021-22</b>
<b>5200 - Travel &amp; Conference</b>					
Charter Schools Annual Conferent	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
CDE Workshops and Charter School Training	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500
STEM Training Classes	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Other Travel, Conference, Mileage	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
	<u>\$ 24,500</u>	<u>\$ 24,500</u>	<u>\$ 24,500</u>	<u>\$ 24,500</u>	<u>\$ 24,500</u>
<b>5300 - Dues &amp; Membership</b>	<u>\$ 1,000</u>	<u>\$ 1,000</u>	<u>\$ 1,000</u>	<u>\$ 1,000</u>	<u>\$ 1,000</u>
<b>5400 - Insurance (Umbrella Liability)</b>					
Cost per Student	\$ 90	\$ 90	\$ 90	\$ 90	\$ 90
Total Insurance	<u>\$ 21,600</u>	<u>\$ 27,000</u>	<u>\$ 32,400</u>	<u>\$ 35,100</u>	<u>\$ 37,800</u>
<b>5500-Operations &amp; Housekeeping</b>					
Utility Costs	<u>\$ 156,000</u>	<u>\$ 156,000</u>	<u>\$ 156,000</u>	<u>\$ 156,000</u>	<u>\$ 156,000</u>
<b>5600-Rentals / Leases</b>					
Copiers	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500
IT Equipment	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
	<u>\$ 3,500.00</u>	<u>\$ 3,500.00</u>	<u>\$ 3,500.00</u>	<u>\$ 3,500.00</u>	<u>\$ 3,500.00</u>
<b>5792 - District Fees and Services</b>					
% of Revenue	4%	4%	4%	4%	4%
District Oversight Fee	<u>\$ 103,821.97</u>	<u>\$ 97,756.86</u>	<u>\$ 166,562.75</u>	<u>\$ 186,504.76</u>	<u>\$ 200,355.42</u>
<b>5800-Professional/Consulting Services</b>					
Accounting	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
Annual Audit	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Payroll Processing Fees	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
Educational Fieldtrips/Student Activities	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
Legal Services	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Food Services	\$ 88,128	\$ 110,160	\$ 132,192	\$ 143,208	\$ 154,224
	<u>\$ 166,128</u>	<u>\$ 188,160</u>	<u>\$ 210,192</u>	<u>\$ 221,208</u>	<u>\$ 232,224</u>
<b>5900-Communications</b>					
Mailers / Postage	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
<b>5000-Total Services &amp; Other Operating Expenses</b>	<u>\$ 506,550</u>	<u>\$ 527,917</u>	<u>\$ 624,155</u>	<u>\$ 657,813</u>	<u>\$ 685,379</u>
<b>6000-Capital Outlay</b>					
6400 - Depreciation	<u>\$ 15,000</u>	<u>\$ 15,000</u>	<u>\$ 15,000</u>	<u>\$ 15,000</u>	<u>\$ 15,000</u>
<b>Total Expenditures</b>	<u>\$ 2,130,455</u>	<u>\$ 2,304,062</u>	<u>\$ 3,165,607</u>	<u>\$ 3,335,980</u>	<u>\$ 3,485,638</u>

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## ELEMENT EIGHTEEN | FACILITIES

### *Site Description*

~~The initial location for the Charter School~~The Advanced Learning Academy shall be at the Grant School Site (333 East Walnut Avenue, Santa Ana). Once identified, a new campus location will be determined within the INDA. A vacant site located at the southwest corner of Michelson Drive and Carlson Avenue in the City of Irvine has been identified for acquisition and construction of the K-8 school. ~~The Charter School~~The Advanced Learning Academy has attempted to locate a single site or facility to house its entire program, but no such site is available within the boundaries of the SAUSD in the Irvine/Newport development area (INDA) in which ~~the Charter School~~the Advanced Learning Academy has chosen to locate. The location of ~~the Charter School~~the Advanced Learning Academy is specifically designed to provide educational opportunities to students residing in the INDA of the SAUSD and surrounding communities. SAUSD and Irvine Unified School District are in general agreement about the location of ~~the Charter School~~the Advanced Learning Academy and are in the process of a boundary change by which it is hoped that the identified site will eventually come within the boundaries of the SAUSD.

~~The Charter School~~The Advanced Learning Academy site is located within an area of the SAUSD that has experienced significant development and is planned to continue developing with residential and retail mixed-uses (See Exhibit 4 on the following page). The site's regional location and local vicinity may be viewed in Exhibit 5 and 6. The site is 15 gross acres in size; however, given the surrounding natural habitat, a nature buffer was incorporated into the site design, resulting in approximately 10.5 net usable acres that will be developed for the K-8 school, as shown in Exhibit 7.

The site has been vacant for at least since the 1930's and currently contains wood chips, as shown in Exhibit 8, Site Photographs. The south perimeter of the site consists of natural habitat that extends from the San Joaquin Marsh. The surrounding land uses include residential units to the west, commercial uses to the north, and natural habitat to the east and south.

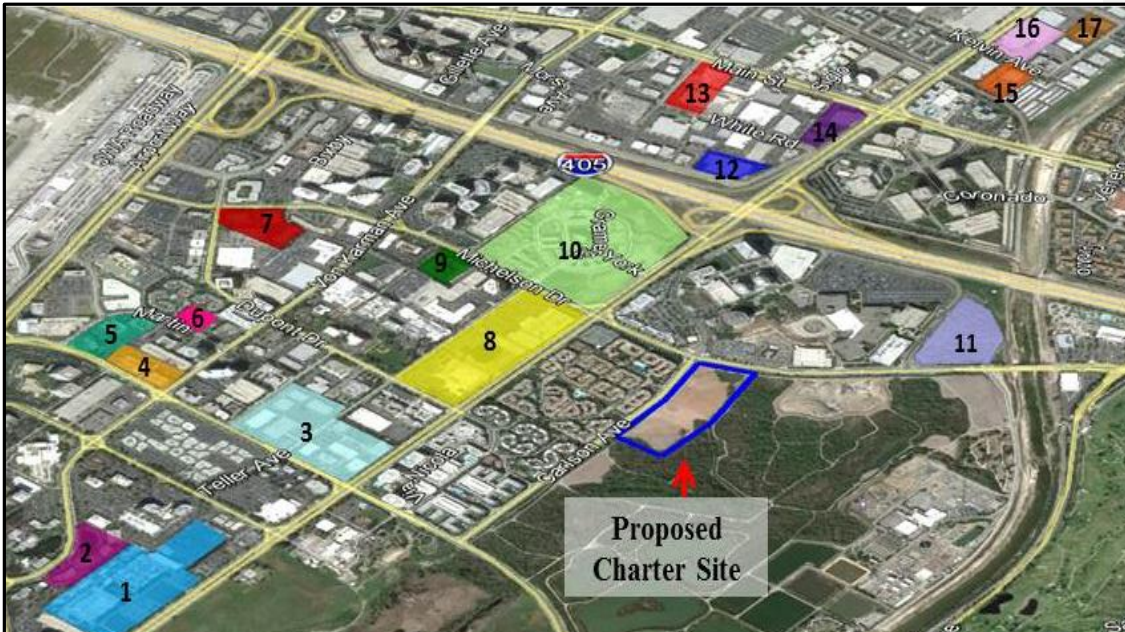
### *Design*

Innovative design with flexible teaching areas and the ability to adapt to different learning models will be incorporated in the classroom design. Proven design models for improved student performance, such as natural lighting, thermal displacement ventilation, acoustical applications, interactive classroom technology, and spatial flexibility will be included in the design.

The facilities will support the key program elements of project-based learning, community-based internships, frequent student presentations, and integrated curriculum. The design principles include:

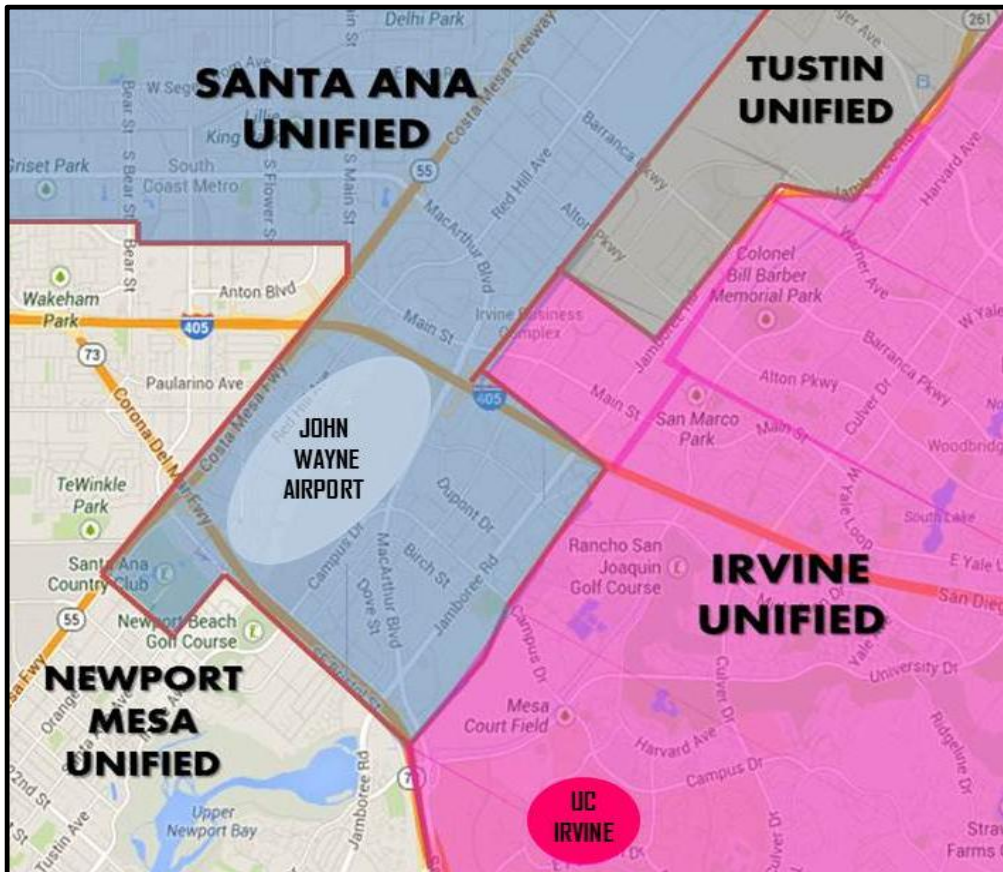
- *Personalization* – Facilities are tailored to individual and small-group learning, including project rooms for hands-on activities and exhibition spaces for individual work, which promotes a high degree of student ownership.
- *Flexibility* - Holistic designs enable new ways of teaching and learning.
- *Adult World Connection* – In addition to the required community internship component, the facility itself will have a workplace look and feel, with windowed conference and seminar rooms, small-group project areas, high-tech laboratories, and common areas where projects can be displayed. Specialty labs and project rooms will allow access to technology and equipment for learning in specialized areas such as biotechnology, mechanical engineering, and graphic design.

**Exhibit 4: Planned Development**



WITHIN SAUSD			JUST OUTSIDE SAUSD		
	PROJECT NAME	UNITS		PROJECT NAME	UNITS
1	Uptown Newport	1,244	11	Park Place II (under construction)	989
2	Koll	260	12	McCabe	314
3	Garden Communities	1,600	13	Metropolis	457
4	Colton	274	14	Main & Jamboree Apartments	362
5	Colton 2	642	15	2852 Kelvin	194
6	Martin Condos	82	16	2801 Kelvin	381
7	Colton 3	312	17	360° Fusion	280
8	The Village (office/retail)	0		2851 Alton (not pictured)	170
9	Condos plus Hotel	208		Equity (not pictured)	344
10	Central Park West	638		Irvine Lofts (not pictured)	469
	Olen Properties (not pictured)	300		16808 Armstrong (not pictured)	334
Total		5,560		16952 Millikan (not pictured)	156
			Total		4,450

Exhibit 5: Regional Map





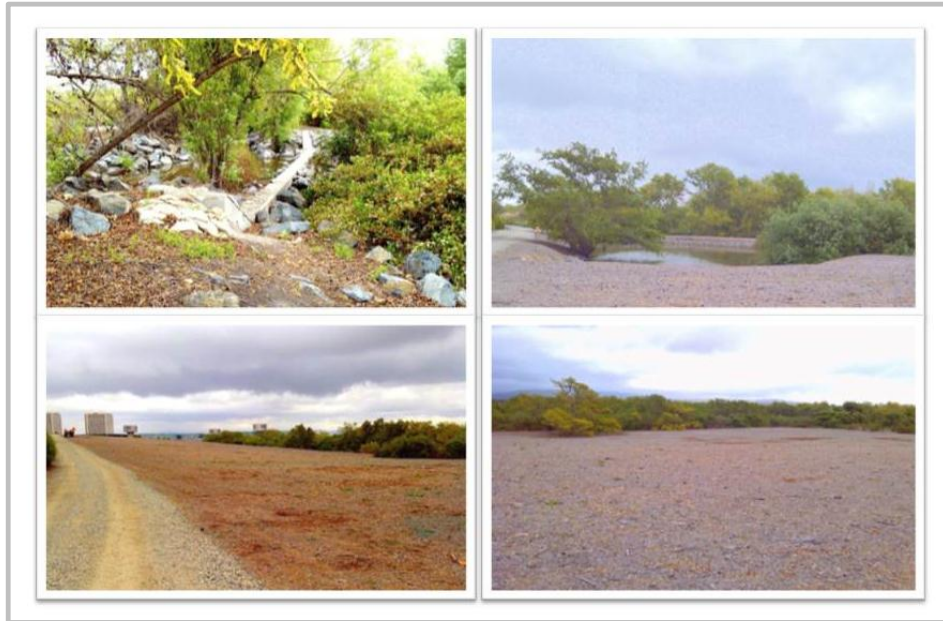
**Exhibit 6: Local Map**



**Exhibit 7: Net Usable Acreage**



### Exhibit 8: Site Photographs



~~The Charter School~~The Advanced Learning Academy proposes to develop the vacant site into a school campus that will initially house kindergarten through sixth grade, and in subsequent years, will expand to include seventh and eighth grade. In the Charter's first year, 240 students will be enrolled, but in the years following, the student enrollment will reach a maximum of 600 students. As shown in Exhibit 9, Site Plan, the proposed campus would contain two (2) two-story classroom buildings with capacity for 600 students. The proposed classroom size will be compliant with the District's standard for classroom loading. One classroom building would house the primary grade complex, and the other classroom building would house the upper grade/intermediate complex. The two complexes would be kept separate but share the administration, multipurpose room, and kitchen facilities. The administration building would be located at the front of the campus and would house the school's Co-Directors, office manager, office assistants, nurse, psychologist, conference room, staff lounge, and kitchen.



## Exhibit 9: Site Plan



### 1. Primary grade complex

One classroom building would contain kindergarten through 4<sup>th</sup> grade, with kindergarten through 1<sup>st</sup> grade on the first floor, and 2<sup>nd</sup> – 4<sup>th</sup> grade on the second floor. The kindergarten classrooms would be 1,350 square feet, and the 1<sup>st</sup>-4<sup>th</sup> grade classrooms would be 960 square feet, in compliance with the CDE's recommended classroom size. The classrooms would each have appropriate-height sink and two exits, one to the interior hallway and one to the exterior hallway, to comply with fire code for primary grades. The building would also contain student and staff restrooms, a computer lab, and teacher's workroom. Outside the classroom building would be a shade structure for lunch tables and a play area containing hard courts, turf play area, and playground equipment.

### 2. Upper grade complex

The upper grade building would contain grades 5<sup>th</sup> – 8<sup>th</sup>, with 5<sup>th</sup> – 6<sup>th</sup> on the first floor and 7<sup>th</sup> – 8<sup>th</sup> on the second floor. The classrooms would be 960 square feet in compliance with the CDE's recommended classroom size. The building would also contain student and staff restrooms, a teacher's workroom, computer labs, small group workrooms, and a project workroom. Outside the building would be a shade structure for lunch tables and a play area containing hard courts and turf playfield. Additionally, a separate building would provide the setting for innovative environmental teaching opportunities, which will include science programs and will take advantage of the adjacent natural habitat.

### *3. Multipurpose room*

The school campus will include a multipurpose room that will be used to house the school's assemblies, indoor physical activities, annual science fair, and other school events.

### *4. Recreational facilities –*

As shown in Exhibit 9, Site Plan, approximately half of the site is planned to be used for joint-recreational use. District staff is currently negotiating the terms of a Joint-use Agreement with the City of Irvine and Irvine Ranch Water District. The park will be used and operated by the City of Irvine and open to the public during the day. The multipurpose room and turf field will be open to the City during after-school hours when not utilized by ~~the Charter School~~the Advanced Learning Academy programs. Strategic fencing will allow the park and joint-use facilities to be used by the public without jeopardizing the security of the school campus.

### ***Sustainability and Sensitivity to the Adjacent Natural Habitat***

~~The Charter School~~The Advanced Learning Academy recognizes the asset and responsibility of being located adjacent to the existing natural habitat. As shown in the Site Plan, ~~the Charter School~~the Advanced Learning Academy has incorporated a "nature buffer" into the design of the campus to ensure that construction and operation of the school does not negatively impact the natural habitat. In addition, ~~the Charter School~~the Advanced Learning Academy and City of Irvine will not place any nighttime lighting on the recreational facilities that will disturb the adjacent area. The only exterior lighting will include low-level security lighting in the parking lot, walkways, and on the exterior of building doorways. This will also ensure that nighttime noise levels remain consistent with existing site levels.

~~The Charter School~~The Advanced Learning Academy will comply with the California Environmental Quality Act and hire an environmental expert to analyze the impact of ~~the Charter School~~the Advanced Learning Academy on the surrounding habitat. ~~The Charter School~~The Advanced Learning Academy will comply with any mitigation measures required during construction and operation of the facility.

The site's connection to the existing natural habitat offers a unique opportunity to design a school campus that has a prominent environmental component. The buildings and grounds will include sustainable building elements and will afford students with a sustainable educational component. The building that will house innovative environmental teaching opportunities will be truly sustainable and operate off the electrical grid. Furthermore, it will be used for the school's unique science curriculum, including environmental science, engineering, and biology. The campus' recreational features will connect with the existing trail system that weaves through the habitat area. Thus, the environmental science program will have easy access to explore the natural habitat, truly engaging students and providing interactive and inspiring curriculum.



### Charter Implementation

While this chart below indicates one potential timeline; however, a streamlined approach may be used involving the new building at the Grant School Site. The availability of that school building would allow the Charter School the Advanced Learning Academy to begin operations during the 2015-2016. The planning for the new, permanent location in the INDA would begin immediately thereafter.

**Exhibit 10: Charter Implementation Timeline**

Task	2013/14	2014/15	2015/16	2016/17	2017/18
Charter approval					
Site acquisition					
Design					
Obtain construction funding; Bid					
Construction					
Select Advisory Board and staff					
Student recruitment					
Finalize budget and accounting process					
Prepare Safety Plan, Master Schedule, Student Handbook					
Develop lesson plans/curriculum					
Professional training					
Student/parent orientation					
Occupancy					

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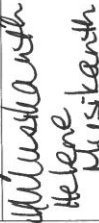
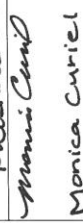

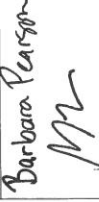
# ELEMENT NINETEEN | REQUIRED SIGNATURES

## CHARTER SCHOOL TEACHER APPROVAL SIGNATURE PAGE IRVINE/NEWPORT DEVELOPMENT AREA (INDA) CHARTER SCHOOL – SANTA ANA

- The proposed charter school will be a start-up charter school.
- The charter school enrollment for the first year of operation will be 300 students.
- The total number of teachers estimated to be employed at the school during the first year of operation: 10 (50% signatures required)

RECEIVED OCT 04 2013

We, THE UNDERSIGNED, CREDENTIALLED TEACHERS, have read and agree to the contents of the attached charter school proposal dated October 8<sup>th</sup> 2013 and will work towards its implementation. Our signatures indicate that we are meaningfully interested in teaching at this charter school.

TEACHER'S SIGNATURE (Please print name under signature)	STREET ADDRESS, CITY, ZIP CODE, & STATE	PHONE # INCLUDING PREFIX	TYPE OF CREDENTIAL(S) HELD	CALIFORNIA CREDENTIAL NUMBER(S)	CREDENTIAL EXPIRATION DATE(S)	COLLEGE DEGREE(S) HELD
 Stephanie Stoklmayer	1334 E. Locust Ave. Orange, CA 92667	714-628- 8840	Multiple subject w/CLAD and/or designated specialist w/ Auto.		2015 2015	BA-Psych MA-Spec. ed.
 Helene Pustkhan	6 Nutwood Irvine, CA 92604	949-293- 1694	Single subject			B.A. H-ED (Higher Ed. Diplo ma)
 Monica Curiel	1718 W. 7th St. Santa Ana, CA 92703	714) 313-6671	Multiple w/CLAD			M.A. B.S. Child Develop. MA Reading/Math Curriculum Instr.
 Ashleigh Weissman	26162 Via Monterey, San Juan Capistrano, CA 92675	408-656-5536	single subj.			B.A. Molecular Biology + Biochem Spanish Minor
 Barbara Pearson	13571 Pawnee Tustin, CA 92782	714-345-4742	Mult. sub author. English			B.A. Lib. St. M.S. Cur + Inst

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## APPENDIX A | **COLLECTIVE BARGAINING AGREEMENT**

**AGENDA ITEM BACKUP SHEET**  
**May 26, 2015**

**Board Meeting**

**TITLE:** Charter Renewal Petition for Orange County School of the Arts Charter School

**ITEM:** Public Hearing

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

**PREPARED BY:** Mavis Mitchell, Coordinator, Charter Schools

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to conduct a public hearing for the charter renewal petition submitted by the Orange County School of the Arts (OCSA). The five year term of the current charter petition expires June 30, 2015. The charter renewal petition was formally received by the SAUSD Board of Education at its regular Board meeting on Tuesday, May 26, 2015.

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

**RATIONALE:**

The relevant excerpt of California Education Code Section 47605 contains the specific requirements regarding the timely response of an authorizing agency to the submission of a charter renewal petition:

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

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Conduct a Public Hearing at the May 26, 2015 Regular meeting of the Santa Ana Unified School District Board which may include a brief oral presentation by representatives of the Orange County School of the Arts (OCSA).

SP:mm

# ORANGE COUNTY SCHOOL OF THE ARTS

## CHARTER RENEWAL 2015-2020

Presented to

The Board of ~~Trustees~~Education  
Santa Ana Unified School District



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## ORANGE COUNTY SCHOOL OF THE ARTS CHARTER

### Approval

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This Charter was initially approved by the Board of Trustees of the Santa Ana Unified School District ("District" or "SAUSD") at a special meeting of the Board on January 28, 2000. Since that time, the Charter has been approved for renewal several times, and the District Board of Trustees has approved this current Charter for a term of July 1, 2015, though and including June 30, 2020. The Charter School when initially approved was named Orange County High School of the Arts ("OCHSA"), but has since changed its name to Orange County School of the Arts ("OCSA").

#### **Location of Charter School**

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The primary OCSA school facility shall be located at 1010 North Main Street, Santa Ana, California (the "OCSA Property"). OCSA shall not expand beyond or move from the OCSA Property, nor shall it open a "satellite", "sister", or similarly affiliated school, away from the OCSA Property, except as provided below, without the express approval of the District Board as a material revision to this Charter. Upon approving the renewal of this Charter, the District Board simultaneously approves OCSA's expansion of the OCSA Property to the adjacent properties located at 1104 North Main Street, 1110 North Main Street and 801 N. Main Street.

The OCSA Property is optimally designed to house academic and arts education programs for up to 2,200 students attending grades 7 through 12. As student enrollment grows beyond these levels and as programs are added to further enrich the academic and arts education of the students expanded and/or new facilities ("Satellites") may be added to properly support said successes. Satellites may include, but are not limited to, theaters, performance halls, academic and arts classrooms, practice facilities, technology centers, and sister campuses. Satellite properties may only be added through the process for a material revision to the Charter in accordance with Education Code Sections 47605 47605.1, and 47607.

Student enrollment at Satellites will not exceed OCSA Property campus enrollments, nor will they result in a direct loss of enrollment on the OCSA Property campus, whereby a direct loss is measured as dropping below 90% of the preceding three years' average enrollment on the OCSA Property campus. Further, Satellite campuses will not diminish program content at the OCSA Property. Satellites shall not be located on property which the District intends to acquire.

Satellites will be designed to house natural extensions to the OCSA Property programs and activities. Students at the OCSA Property campus shall have an equal opportunity to enroll at any campus of their choice based on academic and arts performance criterion. Sitting of Satellites shall, as much as reasonably possible, shall accommodate transportation needs of District students.

OCSA will select satellite site based on financial and operation feasibility, with a clear preference by OCSA Board of Trustees to place these facilities within walking distance of the OCSA Property. In the event financial feasibility and/or operational efficiencies require sitting Satellites, OCSA will formally notify the District of OCSA's Intent to Operate a Satellite. The District may elect to offer alternative plans to OCSA within 30 days of receiving OCSA's Intent

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to Operate a Satellite. ~~If the District and OCSA administrations do not agree upon an alternative plan to the operation of a satellite, OCSA may submit a request for a material revision to this Charter to open and operate a satellite in accordance with Education Code Sections 47605.1, and 47607.~~

### Affirmations

OCSA shall be nonsectarian in its programs, admissions policies, employment practices and operations. OCSA shall not discriminate on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation or any other characteristic contained in the definition of hate crimes set forth in Penal Code Section 422.55, fluency in English, parent income/education level, or any other basis prohibited by law. OCSA shall not charge tuition. Except with regard to preferences for residents of the District and as required by Education Code Section 51747.3, admission to OCSA shall not be determined according to the place of residence of the pupil, or of his/her parent or legal guardian, within California. OCSA shall admit all students who are qualified and wish to attend OCSA, except with regard to capacity limits, in which case attendance shall be determined in accordance with the provisions of Section XIII of this Charter and Education Code Section 47605(d).

If a pupil subject to compulsory full-time education pursuant to Education Code Section 48200 is expelled or leaves OCSA without graduating or completing the school year for any reason, OCHS shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card, and health information.

### Interpretation of Terms

Throughout this Charter and any attachments, exhibits, and/or appendices hereto, any and all references to the Orange County School of the Arts and/or OCSA and/or Orange County High School of the Arts and/or OCHSA and/or the Charter School and/or the School shall apply with full force and effect to the school itself and the non-profit 501(c)(3) Orange County School of the Arts corporate entity, and for all purposes related to this Charter or the operations of the Orange County School of the Arts, both the school and the corporate entity, to the extent that they are separate entities, shall be fully obligated to comply with the provisions of this Charter and any attachments, exhibits and/or appendices hereto, without regard to whether one or both of those entities is referenced or specifically listed or identified therein.

Throughout this Charter and any attachments, exhibits, and/or appendices hereto, anytime that OCSA states that it will follow the requirements of a particular Section of the Education Code or other law, it means that OCSA will comply with these laws in the same manner as required for California noncharter public schools, except where otherwise specified.

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### **Charter Success**

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The Orange County School of the Arts has received top honors and recognition for excellence in both arts and academic education. Recent academic highlights include: One of the top three public high schools in Orange County (Orange County Register, 2014), A California Distinguished School (2005, 2009, 2013), A U.S. Department of Education National Blue Ribbon School (1998, 2006), America's Best High Schools (Newsweek 2009, 2010, 2013, 2014), Best High Schools in America (US News & World Report (2008, 2009, 2010, 2011, 2012, 2013), and the Daily Beast in 2014 ranked OCSA the #52 best Academic High School in America, #14 in the West and #6 in California. Based on the previous Academic Performance Index (API) system, OCSA's score of 914 places it in the top 4 schools in Orange County. Arts distinctions include the Arts Schools Network Exemplary School Award (2011, 2015) and the 2005 National School of Distinction Award from the Kennedy Center Alliance for Arts Education. **Students**

Students enrolled in the School's tuition free, donation dependent arts conservatory programs have had the opportunity to study with an inspiring caliber of guest artists and master teachers, including Francis Ford Coppola, Bebe Neuwirth, Steven Mercurio, Matthew Morrison, Yo Yo Ma, and more. The School is renowned for its creative, challenging and nurturing environment, and currently serves more than 1,950 students in grades 7-12 from over 100 cities throughout Southern California.

**Please see next four pages: "Orange County School of the Arts Academic Profile"**

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**Principal**  
Benjamin Wolf, Ed. D.

**Assistant Principals**  
Becca Freeland  
William Wallace, Ed. D.

**Director, Special Services**  
Kara McCann

**School Counselors**  
Vanessa Musso  
Mindy Shiroma  
Ashley Talbert  
Rebecca Vance-Freeland

### ACCREDITATION

Western Association of Schools and Colleges

### Recognitions

- One of top three public high schools in Orange County (*Orange County Register*) 2014

- California Distinguished School 2005, 2009, 2013
- Blue Ribbon School 1998, 2006
- America's Best High Schools (*Newsweek*) 2009, 2010, 2013, 2014
- Best High Schools in America (*US News & World Report*) 2008, 2009, 2010, 2011, 2012, 2013
- Exemplary School – Arts School Network 2010-2011, 2013-2015

### MEMBERSHIPS

- WASC
- International NETWORK of Schools for the Advancement of Arts Education

### FACULTY

- Academic faculty - fully credentialed NCLB Compliant
- Majority of the 200 arts and academic teachers hold advanced degrees
- Guest artists and industry leaders share their expertise and creativity with students through lectures, presentations and hands-on training.

### TUITION

OCSA is **tuition free**, donation **dependent**. No student is admitted or denied based on financial capacity.

### SCHOOL PROFILE

The Orange County School of the Arts (OCSA), a public charter school located in the heart of Santa Ana, California, provides a six year comprehensive academic and conservatory arts program to students in grades 7 through 12. Established in 1987, OCSA is one of the premier arts schools in the nation where aspiring young artists have the opportunity to refine their skills and flourish in one of twelve pre-professional arts conservatories.

OCSA serves a culturally diverse student body of nearly 2,000 students from 100 cities throughout Southern California. Based on the belief that creative artistry is fueled by intellectual insight, the Orange County School of the Arts provides a rigorous college preparatory academic program that produces high achieving, motivated scholars. Students attend five hours of rigorous academic classes in addition to three hours of daily arts instruction. Acceptance to the Orange County School of the Arts is based on an audition and a minimum 2.0 GPA.

### CURRICULUM

- The Academic program is organized on an alternating block schedule. Students take three 90-95 minute block classes daily. Each block class meets every other day.
- The Art Conservatory program consists of two 80-minute blocks, four days a week. Middle school students attend one block each day while high school students attend two blocks. These pre-professional arts courses vary in content, day and block based on the conservatory.

### ENROLLMENT

1939 students (grades 7 through 12)  
Male: 590  
Female: 1350  
Seniors: 360  
Juniors: 354  
Sophomores: 385  
Freshmen: 422  
8th Grade: 228  
7th Grade: 186

### ETHNICITY

Hispanic: 23%  
Non-Hispanic: 77%

### DEMOGRAPHICS

American Indian: 3.0%  
Asian American: 21.9%  
Pacific Islander: 1.1%  
Filipino: 4.5%  
African American: 2.6%  
White: 65.1%

### HIGH SCHOOL GRADUATION REQUIREMENTS

Course	Length	Credits
Literature & Composition	8 Semesters	40
Mathematics (Algebra I & Geometry)	4 Semesters	20
Life Science	2 Semesters	10
Physical Science	2 Semesters	10
Health	1 Semester	5
SOAR (Required for freshman only)	1 Semester	5
World History	2 Semesters	10
US History	2 Semesters	10
Government	1 Semester	5
Economics	1 Semester	5
World Language	4 Semesters	20
Fine Arts	2 Semesters	10
Physical Education	4 Semesters	20
<b>Required Course Credits</b>		<b>170</b>
<b>Electives</b>		<b>70</b>
<b>Total Credits Required to Graduate:</b>		<b>240</b>

Thirty-two credits of conservatory courses are required each year of all 9th through 12th grade students from one of the following audition based conservatories: Acting, Classical Voice, Classical/Contemporary Dance, Classical Instrumental Music, Commercial Dance, Contemporary Music, Creative Writing, Culinary Arts & Hospitality, Digital Media, Film and Television, Integrated Arts, International Dance, Musical Theatre, Production and Design, or Visual Arts.

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## TESTING INFORMATION

### SAT Reasoning Test - Mean Scores

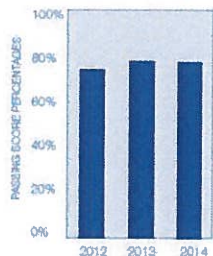
Class of 2014 # of students taking exam	OCSA 157	2014 State SAT Data 236, 923
Critical Reading	578	498
Math	558	510
Writing	588	496

### ACT Test - Mean Scores

Class of 2014 # of students taking exam	OCSA 149	2014 State ACT Data 113, 732
Composite Score	26.0	22.3
English	27.2	21.8
Math	24.9	22.8
Reading	26.7	22.3
Science	24.8	21.7

### Advanced Placement Exams

- May 2014, 590 students took AP exams
- A total of 1,070 exams were taken in 16 AP subjects
- 78% of the AP exams received passing scores
- May 2013, 486 students took AP exams
- A total of 769 exams were taken in 16 AP subjects
- 79% of the AP exams received passing scores
- May 2012, 406 students took AP exams
- A total of 682 exams were taken in 18 AP subjects
- 75% of the AP exams received passing scores



## STUDENT ACHIEVEMENT

National Merit Scholarship Awards	Class of 2011	Class of 2012	Class of 2013	Class of 2014
National Merit Finalist		1	2	
National Merit Semi-Finalists	1	1	2	
National Achievement Scholars	1	1		1
National Merit Commended Scholars	11	11	10	10
National Hispanic Recognition Scholars		5		

Advanced Placement Awards	2011	2012	2013	2014
National Honors	2	4	4	9
Scholar with Distinction	45	45	42	69
Scholar with Honors	28	29	30	40
Scholar	47	35	61	89

2014 API - 914

2014 County Rank - 4

2014 State Rank - Top 8%

### Grade and GPA Scale

OCSA utilizes a four-point scale to calculate students' grade point averages.

Grade Scale: A = 4.0 B = 3.0  
C = 2.0 D = 1.0

Advanced Placement/Honors courses (+) are weighted with an additional value of 1 point for each course semester.

Class Rank: GPA is computed on the basis of the 9th through 12th grade academic/college preparatory GPA and/or the 10th through 12th grade academic/college preparatory GPA.

Average Cumulative Academic GPA: 3.3

### Advanced Placement Classes

AP Art History  
AP Biology  
AP Calculus AB  
AP Calculus BC  
AP Chemistry  
AP Economics  
AP French  
AP Government  
AP Language and Composition  
AP Literature and Composition  
AP Music Theory  
AP Physics  
AP Spanish  
AP Statistics  
AP U.S. History  
AP World History

### Honors Classes

Literature and Composition I Honors  
Literature and Composition II Honors  
Pre-Calculus (+)  
IMP IV (+)  
Biology Honors  
Chemistry Honors  
Spanish IV Honors (+)  
French IV Honors (+)

### Extra Curricular Opportunities

- Student Body Leadership
- National Honor Society
- California Scholarship Federation
- Camp OCSA Counselor
- Over 40 student-led clubs and organizations

Information provided by the Academic and Student Services offices. Updated 9/4/2014

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## COLLEGE PREPARATORY (CP) COURSE OFFERINGS BY SUBJECT AREA

We offer 8 year-long Honors Courses and 16 Advanced Placement courses. Courses indicated with an asterisk \* receive an extra point in the grade point average calculation.

### English

- ☐ Literature and Composition I
- ☐ Literature and Composition II-I
- ☐ Literature and Composition II-II
- ☐ Literature and Composition III-I
- ☐ Literature and Composition III-II
- ☐ \*AP English Language
- ☐ \*AP English Literature and Composition
- ☐ 19th Century Unit
- ☐ Film, Literature and Composition
- ☐ Modern Plays/Media Analysis
- ☐ Mythology and Folklore/Composition
- ☐ Popular Culture and Literature
- ☐ Science Fiction/Composition
- ☐ Shakespeare/Composition

### Science

- ☐ Anatomy
- ☐ \*AP Biology
- ☐ \*AP Chemistry
- ☐ \*AP Physics I
- ☐ Biology
- ☐ Biology Honors
- ☐ Chemistry
- ☐ Chemistry Honors
- ☐ Environmental Science
- ☐ Food and Nutrition Science
- ☐ Physics
- ☐ Zoology

### Mathematics

- ☐ Algebra II
- ☐ Algebra II/Trigonometry
- ☐ \*AP Calculus AB
- ☐ \*AP Calculus BC
- ☐ \*AP Statistics
- ☐ Functions, Statistics, and Trigonometry (FST)
- ☐ Geometry
- ☐ Integrated Math I
- ☐ Integrated Math Program (IMP) II
- ☐ Integrated Math Program (IMP) III
- ☐ \*Integrated Math Program (IMP) IV
- ☐ \*Pre-Calculus
- ☐ Statistics

### Social Science

- ☐ Trigonometry/Math Analysis
- ☐ \*AP Government and Politics
- ☐ \*AP United States History
- ☐ \*AP Macro Economics
- ☐ \*AP World History
- ☐ Economics
- ☐ Government
- ☐ U.S. History
- ☐ World History

### World Languages

- ☐ \*AP French Language and Culture
- ☐ \*AP Spanish Language and Culture
- ☐ French I
- ☐ French II
- ☐ French III
- ☐ French IV
- ☐ \*French IVH
- ☐ Spanish for Native Speakers A
- ☐ Spanish for Native Speakers B
- ☐ Spanish I
- ☐ Spanish II
- ☐ Spanish III
- ☐ Spanish IV
- ☐ \*Spanish IVH
- ☐ Spanish V-Hispanic Literature and Culture

### Visual and Performing Arts

- ☐ 3-D Design
- ☐ Acting Technique
- ☐ Advanced Painting
- ☐ Animation
- ☐ \*AP Art History
- ☐ \*AP Music Theory
- ☐ Art History
- ☐ Ballet Dance
- ☐ Ballet Technique
- ☐ Ballroom Dance
- ☐ Brass Ensemble
- ☐ Ceramics
- ☐ Chamber Orchestra
- ☐ Choreography
- ☐ Clarinet Ensemble

- ☐ Commercial Music Theory
- ☐ Conducting
- ☐ Dance Conditioning
- ☐ Dance History
- ☐ Directing
- ☐ Drawing
- ☐ Elements of Music Theory
- ☐ Fashion and Costume Design
- ☐ Flute Masterclass
- ☐ Folklorico Repertory
- ☐ Graphic Design
- ☐ Illustration
- ☐ Improvisation
- ☐ Jazz Combos
- ☐ Jazz Dance
- ☐ Jazz Orchestra
- ☐ Jewelry
- ☐ Landscape Painting
- ☐ Modern Dance Technique
- ☐ Music History
- ☐ Music Theory
- ☐ Painting
- ☐ Percussion Ensemble
- ☐ Photography
- ☐ Piano
- ☐ Piano Masterclass
- ☐ Playreading and Analysis
- ☐ Saxophone Ensemble
- ☐ String Orchestra
- ☐ Tap Dance
- ☐ Theatre History
- ☐ Vocal Ensemble
- ☐ Voice
- ☐ Watercolor
- ☐ Wood Ensemble
- ☐ Woodwind Quintet

### Electives

- ☐ CW Core Short Story
- ☐ Journalism
- ☐ Philosophy
- ☐ Psychology
- ☐ Screenwriting
- ☐ Senior Project

Thirty-two credits of conservatory courses are required each year of all 9th through 12th grade students from one of the following audition-based conservatories:

SCHOOL	CONSERVATORY	STUDENTS ENROLLED
School of Applied Arts	Culinary Arts & Hospitality	94
School of Dance	Classical/Contemporary Dance	57
	Commercial Dance	121
	International Dance	85
	Ballet Folklorico Program	62
	Ballroom Program	23
School of Fine & Media Arts	Creative Writing	160
	Digital Media	34
	Film and Television	83
	Integrated Arts	222
	Visual Arts	194
School of Music	Classical Voice	90
	Classical Instrumental Music	167
	Frederick Fennel Wind Studios Program	49
	String & Orchestra Program	82
	Pianist Program	36
	Contemporary Music	164
	Commercial Music Program	59
	Guitar Program	69
	Jazz Studies Program	36
School of Theatre	Acting	119
	Musical Theatre	230
	Production and Design	113

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## MATRICULATION

Ninety-nine percent of the Class of 2014 was accepted into institutions of higher education. For the graduating class, 77% are attending a four-year college program, 21% are attending a two-year college or conservatory program, and 2% of the seniors are going directly into the workforce or taking a gap year.

**College/University Acceptance and Matriculation Data:** OCSA students apply to and enroll in colleges/universities that reflect each student's individual interests and strengths. The following post-secondary campus acceptance and matriculation (in parenthesis) data was reported by the class of 2014.

Ablene Christian University	1	Evergreen State College	1	School of the Museum of Fine Arts	1
Academy of Art University	2	FIDM, Los Angeles	1 (1)	School of Visual Arts	4
American Academy of Dramatic Arts/West	1	Fashion Institute of Technology	1	Sorbonne College	1
American Academy of Dramatic Arts	1	Florida State University	1	Spartan College	2
American Musical and Dramatic Academy	4	Fordham University	6 (1)	Seton Hall University	1
American University	5	Franklin and Marshall College	1	Southern Utah University	1
American University of Paris	1 (1)	Franklin College Switzerland	1 (1)	Spelman College	1
Arizona State University	6 (3)	Georgetown University	1 (1)	St. John's University-Manhattan	1
Art Center College of Design	6 (7)	Georgia Institute of Technology	1	St. John's University-Queens	1 (1)
Art Institute of California-Orange County	1	Hartwick College	2 (2)	St. John's University	1
Art Institute of California-San Francisco	2 (1)	Harvard University	1 (1)	SUNY Fredonia	1
Art Institute of California-Inland Empire	1	Hauts Ecole De Musique de Lausanne	1 (1)	Susquehanna University	1
Auburn University	2	Heverford College	1	Syracuse University	1 (2)
Azusa Pacific University	6 (1)	Hawaii Pacific University	1	Texas Christian University	1 (1)
Babson College	1 (1)	Hofstra University	3	Texas Southern University	1
Bard College	1	Hope College	1 (1)	The College of Saint Rose	1
Barnard College	1	Indiana University at Bloomington	10 (2)	The University of The Arts	1
Baylor University	2	Iowa State University	2	Tulane University	1
Belhaven University	2	John Hopkins University	1 (1)	Union College	1
Belmont University	5 (1)	Johnson and Wales University (Providence)	1	University of Alabama	1
Bemington College	1	Junetta College	3	University of Arizona	8 (1)
Berklee College of Music	7 (1)	Kansas State University	1		
Binghamton University	1	Kent State University	1	<b>University of California</b>	
Biola University	1	King's College	1	Berkeley	18 (9)
Bowen College	1	Laguna College of Art and Design	6 (2)	Davis	15 (1)
Bozeman State University	1 (1)	Le Moyne College	1 (1)	Irvine	6 (1)
Boston Conservatory	8 (3)	Lebanon Valley College	1	Los Angeles	20 (17)
Boston University	22 (1)	Lewis and Clark College	4	Merced	5
Bournemouth University	3 (1)	London Academy of Music and Art	1	Riverside	16 (3)
Brandeis University	3 (1)	Longy School of Music	1	San Diego	4 (1)
Brooks Institute of Photography	2 (1)	Loyola Marymount University	6 (1)	San Francisco	14 (3)
Brown University	1	Loyola University Chicago	1	Santa Barbara	30 (5)
Builer University	3 (2)	Loyola University New Orleans	1	Santa Cruz	14 (2)
Cabrini College	1 (1)	Manhattan School of Music	2 (2)		
California College of the Arts (Oakland)	1	Marquette University	2 (2)	University of Chicago	2 (1)
California College of the Arts (San Francisco)	4 (2)	Maryland Institute College of Art	3 (1)	University of Colorado at Colorado Springs	2 (1)
California Institute of the Arts	1	Marymount California University	1	University of Denver	1
California Lutheran University	3	Marymount Manhattan College	1 (2)	University of Great Falls	1
		Massachusetts Institute of Technology	2 (1)	University of Hartford	4
<b>California State Universities</b>		Marist College	2 (1)	University of Hawaii at Hilo	1
Cal Poly Pomona	17 (4)	Mills College	1	University of Hawaii at Manoa	2
Cal Poly SLO	7 (1)	Molloy College	1	University of Huddersfield	1
Channel Islands	4	Monmouth University	1	University of Idaho	1
Chico	4	Montana State University, Bozeman	2	University of Illinois at Chicago	4
Dominguez Hills	2	Moorpark College	1 (1)	University of Illinois Urbana/Champaign	4 (1)
East Bay	2	Mount St. Mary's College (Chelon)	2 (1)	University of Kansas	2
Fullerton	63 (22)	Multimedia College	1	University of Kent	1 (1)
Humboldt	10 (2)	Musicians Institute	1 (1)	University of La Verne	4
Long Beach	61 (7)	New England Conservatory of Music	2	University of Massachusetts, Amherst	2
Los Angeles	6	New School for Jazz and Contemporary Music	1	University of Massachusetts, Boston	1
Northridge	10	New York Conservatory for Dramatic Arts	1	University of Miami	2
Sacramento	4	New York Film Academy	1 (1)	University of Michigan	6
San Bernardino	1	New York University	22 (6)	University of Minnesota, Twin Cities	1
San Diego	21 (4)	Northwestern University	10 (2)	University of Montana, Missoula	1
San Mateo	7 (1)	Northern Arizona University	9 (3)	University of Nevada, Las Vegas	1
San Francisco	41 (7)	Northwestern University	2	University of New Mexico	2
San Jose	7	Oberlin College	2	University of North Texas	1 (1)
Sonoma	9 (1)	Oberlin Conservatory of Music	1	University of Northern Colorado	1
		Oklahoma City University	1	University of Oklahoma	2 (2)
CAP21 Performing Arts Conservatory	4	Oregon State University	1	University of Oregon	1 (1)
Carnegie Mellon University	1	Oris College of Art and Design	2	University of the Pacific	1
Chapman University	5 (3)	Pace University, NYC	24 (1)	University of Portland	6
Circle and Square Theater School	44 (18)	Parsons The New School for Design	12 (2)	University of Puget Sound	1
Clerk University	1 (1)	Pennsylvania State University, Harrisburg	1	University of Redlands	1
Clemson University	4	Pennsylvania State University, U. Park	1	University of Rochester	1
Colorado College	1	Pope John University	6 (1)	University of San Francisco	1
Colorado School of Mines	1	Pitzer College	1 (1)	USC School of Music	1
Colorado State University	1	Point Park University	3	University of Southern California	24 (5)
Columbia College Chicago	4	Portland State University	6	University of St. Andrews	1 (1)
Columbia University	2	Pratt Institute	9	University of Utah	1
Concordia University-Irvine	2	Purchase College State U of New York	1 (1)	University of Virginia	1
Concordia University-Portland	1	Purdue University	2	University of Washington	1
Corban College	1	Pied College	2 (2)	Ursinus College	1 (1)
Cornell University	2	Pennsessor Polytechnic Institute	6	Vanderbilt University	1
Cornish College of the Arts	11 (1)	Rhode Island School of Design	6	Vanguard University of Southern California	1 (1)
Culinary Institute of America-Greystone	1 (1)	Richmond The American Int'l Col. in London	1	Virginia Polytechnic Institute & State Univ	1
Culinary Institute of America	3 (2)	Rider University	8 (1)	Wagner College	7
DePaul University	9 (5)	Ringling College of Art and Design	1	Washington State University	2
Dominican University of California	2	Rochester Institute of Technology	1	Washington University, St. Louis	1
Drexel University	5	Rose-Hulman Institute of Technology	1	Wellesley College	1
Eastern University	1	Royal Holloway, University of London	1	Western Washington University	2
Eastman School of Music-U of Rochester	2 (1)	Ryerson University	1	Westmont College	1
Eckerd College	1 (1)	Saint Mary's College of California	2	Wheaton College MA	1
Emerson College	14 (3)	San Francisco Art Institute	6 (2)	Whitler College	5 (2)
Emory & Henry College	1	Santa Clara University	1	Williamette University	1
Emory University	2	Santa Fe University of Art and Design	1	Woodbury University	3 (1)
Eugene Lang College	1 (1)	Sarah Lawrence College	3 (2)	York University	1
		Savannah College of Art and Design	1 (1)	Young Americans College of Perf. Arts	1 (1)
		School of Art Institute of Chicago	1		

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## State Priorities

Pursuant to Education Code Sections 47605, 47605.6 47606.5, and 52060, OCSA incorporates the following eight State Education Priorities into its education mission and plans:

1. Teacher Credentialing, Instructional Materials, and proper facilities;
2. Implementation of State Content and Performances Standards;
3. Parental involvement;
4. Pupil Achievement;
5. Pupil Engagement;
6. School Climate;
7. Enrollment and access to a Broad Course of Study;
8. Pupil Outcomes

**Please see Appendix 1 for OCSA's Local Control and Accountability Plan ("LCAP").**

In accordance with Education Code Section 47606.5, on or before July 1, 2015, and each year thereafter, OCSA shall update the goals and annual actions to achieve those goals and its LCAP using the template adopted by the State Board of Education pursuant to Education Code Section 52064, which update shall include all of the items required pursuant to Education Code Section 47606.5.

## Conditions

This Charter is subject to the following conditions, and may be revoked in the event these conditions are not met within one hundred fifty (150) days after this Charter is renewed: OCSA shall demonstrate, to the District's sole and absolute satisfaction, that it currently has and will maintain the financial ability to assure the District (a) that the District will have no liability for any funding of the Charter School, and (b) that the risk of the Charter School defaulting on its financial obligations or obligations contained herein is acceptably low. Should the District have concerns regarding the financial stability of OCSA, both parties agree to submit to an arbitration panel comprised of one representative selected by the District, one representative selected by OCSA, and one mutually-agreed third party representative, to evaluate the financial solvency of the OCSA and render an advisory decision as to the financial stability of OCSA, which recommendation shall be presented to the District Board and considered prior to the District Board making a decision.

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## SIXTEEN REQUIRED CHARTER ELEMENTS (A-P)

### Element One (A) - Educational Program

The target population for the Orange County School of the Arts is that group of students who have demonstrated talents and interests in the arts, grades 7 - 12, and who reside in Orange County and neighboring counties.

Talented students are defined as those students who have demonstrated abilities in, or show potential for advanced performance levels in acting, classical/contemporary dance, classical voice, commercial dance, creative writing, culinary arts, digital media, film & television, integrated arts, international dance, instrumental music, musical theatre, production and design and/or the visual arts.

Admission is based on combined ratings deemed from instructor recommendations, student interview and audition or portfolio reviews. Audition and selection panels are composed of arts specialists in their respective fields. Selection panels will identify and select students with existing potential talent in the arts areas stated above.

The primary mission of the Orange County School of the Arts is to provide an educational program that assists talented young people in understanding themselves as artists and prepares them for placement in higher education institutions and employment in the professional arts industry. The Orange County School of the Arts is committed to provide a nurturing and challenging environment that fosters democratic values, appreciation for cultural diversity and desire for life-long-learning. Through a diversified and balanced academic program complimented by a pre-professional arts curriculum, students will be prepared for future educational, career and personal success.

OCSA's academic program consists of a 7<sup>th</sup> – 12<sup>th</sup> grade curriculum aligned to the California Content Standards. All high school core courses during the academic portion of the day are UC approved a-g courses. At a minimum, students attending OCSA complete a rigorous program consisting of four years of Literature and Composition, 3.0 years of Social Science, 2 years of science (one life science and one physical science), 2 years of a World Language, and 2 years of math (students must complete geometry), 1 semester of health, and 1 year of performing arts.

All courses are listed with their a-g status, number of credits, prerequisites needed, and a short description of the course in the curriculum handbook, which is located on the school website. This is communicated to parents yearly through email blasts and letters sent home with the students.

All students have access to honors level classes in Literature and Composition and Social Science and sixteen Advanced Placement classes. The Advanced Placement classes consist of: AP Language and Composition, AP Literature and Composition, AP Calculus AB, AP Calculus BC, AP Statistics, AP Chemistry, AP Physics 1, AP Biology, AP World History, AP US History, AP Economics, AP French Language, AP Spanish Language, AP Art History and AP Music Theory. Additions for 2015-2016 will include AP Physics 2, AP Psychology, AP Spanish

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Literature and AP Environmental Science. The afternoon courses focus on the arts. Many of the arts classes are also UC approved "f" courses depending on the number of hours they are offered each week. Students take a total of thirty-two credits a year in visual and performing arts. Upon completion of high school students receive a total of 368 credits (240 credits from the academic day and 128 credits from the arts portion of the day).

OCSA participates in all state testing, including -CAHSEE and Smarter Balanced Assessments. Students who do not pass the CAHSEE participate in intervention classes to provide support needed for passing.

The teachers at OCSA have collaboratively created the Principles of Learning that they follow in their classroom. These include:

1. A key goal of school learning is fluent and flexible transfer – successful use of one's knowledge and skill, on worthy tasks.
2. Students must perceive tasks to be worthy and feel increasingly competent so as to value their work effort.
3. Success depends on connecting small details and facts to big ideas, so students can understand new concepts and meet new challenges.
4. A true understanding must come from within, "the aha moment", teachers cannot give students understanding. We can provide students with the tools and opportunities to reach their "Aha" moment.
5. Students need clear directions and guidelines and an understanding of the consequences of sub-par work or achieving/exceeding their goals.
6. Students need to know how they are performing on a regular basis in a meaningful way in order to help increase their skill level.
7. Understanding of content can be attained by regular reflection, self-assessment, and self-adjustment in using present knowledge to meet new challenges.
8. In order to deeply understand one must be open to new ideas, perspectives, and approaches to learning. Any new insight requires expansion of earlier ideas to include how things/information are/is interrelated. To do the following, learning is enhanced by a safe and supportive environment.
9. Students need a supportive environment to be able to take risks to facilitate deeper understanding.
10. Learning is enhanced when curriculum design integrates the learners' interests, preferences, strengths, contributions, and prior knowledge.



The Orange County School of the Arts believes that to be an educated person of the twenty-first century, graduates of the Orange County School of the Arts will be able to:

- Communicate effectively through reading, writing, speaking, and listening
- Understand and apply higher-order thinking skills: critical thinking, creative thinking, problem solving, decision making
- Demonstrate a strong work ethic and self-motivation in school in order to be good citizens and responsible, contributing members of society
- Apply the skills necessary to work effectively alone and in cooperative settings
- Demonstrate a positive attitude toward learning both now and in the future
- Use technology in order to access information, apply research skills, and solve problems in preparation for higher education and the worlds of work
- Demonstrate a sense of self-worth and knowledge of achieve realistic goals
- Respect, appreciate, and understand diverse culture
- Be aware of major events and their geographical loc, understand the complexities of a global society
- Demonstrate the knowledge of, and the desire for, physical fitness, healthy living, and mental well-being

These outcomes will occur through an instructional program and common assessments which incorporate learning modalities and allows student to learn in their preferred style. The minimum State-mandated instructional minutes shall be adhered to for the instructional day. Personal interpretation will allow students to create meaning in their learning. Applied practices and real life examples will give relevancy to the curriculum. The variety of assessments and projects will give students the opportunity to show these strengths. Collaboration will help motivate students to work with their peers. Activities ranging from acquiring knowledge to creating original pieces of work will exemplify the importance of Bloom's taxonomy and reinforce previously learned concepts. The integration of technology will prepare students for the future and facilitate information gathering. In essence, teachers will employ strategies that turn classrooms into communities of learners where participants are fully engaged in acquiring knowledge, skills, attitudes and processes appropriate for each academic and content area.

OCSA students will meet all Santa Ana Unified School District academic standards and all academic standards as adopted by the State Board of Education. Students will graduate with an OCSA diploma in addition to any other credential, diploma, or recognition OCSA may choose to award its graduates. OCSA will maintain accreditation from the Western Association of Schools and Colleges.

OCSA's student/teacher ratio and average class size shall be no greater than those of the District in comparable grades and subject matters.

OCSA shall provide English Language Development instruction and support to identified English Learner students whose California English Language Development Test (CELDT) results indicate less than reasonable English proficiency. This includes students whose overall CELDT English proficiency scores register at the following levels:

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Beginning

Early Intermediate

Intermediate

OCSA's course of study shall meet all current and future District and State standards for each content area including English/Language Arts, English Language Development, Mathematics, Science, History/Social Science, and Visual and Performing Arts. OCSA shall maintain (and provide to the District annually) a description of each course offered including content of course pre-requisites, required demonstration of proficiency, and textbooks.

OCSA will collaborate with the District if requested to develop appropriate art programs on their respective campuses. OCSA will share its expertise, experience, best practices, contacts, and other resources to encourage full development of the arts programs in the designated art school in the District.

#### **Special Education Services/Section 504**

The following provisions govern the application of special education to OCSA students: It is understood that all children will have access to OCSA and no student shall be denied admission based solely on disability status.

Pursuant to Education Code Section 47641, OCSA has elected to be deemed a public school of the District for special education purposes.

In accordance with Education Code Section 47646, a charter school that is deemed to be a public school of the local educational agency that granted the charter shall participate in state and federal funding in the same manner as any other public school of the granting agency. Further, a child with disabilities attending OCSA shall receive special education instruction or designated instruction and services, or both, in the same manner as a child with disabilities who attends another public school of the District. The District, as the agency that granted the Charter, shall ensure that all children with disabilities enrolled in OCSA receive special education and designated instruction and services in a manner that is consistent with their individualized education program and in compliance with the Individuals with Disabilities Education Improvement Act of 2004 "(IDEIA").

Also in accordance with Education Code Section 47646, as a charter school that is deemed a public school of the District for purposes of special education, OCSA is required to contribute "an equitable share of its charter school block grant funding to support district-wide special education instruction and services, including, but not limited to, special education and instruction and services for pupils with disabilities enrolled in" OCSA.

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### **Section 504 and the ADA**

Absent specific agreement of the parties to the contrary, OCSA shall be solely responsible, at its own expense, for compliance with Section 504 of the Rehabilitation Act of 1973 ("Section 504") and the Americans with Disabilities Act ("ADA") with respect to eligible students. Should OCSA be unable to provide the services necessary to comply with the requirements of Section 504, OCSA may request that the District provide the necessary services, and the District may agree if it so chooses in its sole discretion, at a cost to be negotiated between the District and OCSA separate from the terms of this Charter and/or OCSA may contract with outside service providers at OCSA's sole expense.

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### **Services**

OCSA and the District intend that OCSA will be treated by the District as any other public school in the District with respect to the provision of special education services, including the allocation of duties between OCSA staff and resources and District staff and resources.

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### **Division and Coordination of Responsibility**

The District and OCSA agree to allocate responsibility for the provision of services [including but not limited to identification, evaluation, IEP development and modification, and educational services] in a manner consistent with their allocation between the District and its local public school sites. All special education services to be provided to OCSA students beyond the services to be performed by general education personnel and/or the type provided by general school site administrators at District schools, will be performed by employees, consultants, or other representatives of the District, except as specified in this Section. The District shall be solely responsible for hiring and directing the individuals or entities to provide such special education services to OCSA students, except as specified in this Section.

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### **As long as OCSA has a student enrollment of 1,000 or more students, OCSA may choose to employ a Special Education Coordinator to perform the duties specified in the job description attached hereto as Attachment Exhibit A.**

The Special Education Coordinator shall serve as the lead for coordinating special education services to OCSA students, and shall coordinate all such services with the District's Assistant Superintendent of Support Services, or designee. The District shall retain ultimate authority over the manner in which such services are to be provided. The Special Education Coordinator shall carry out all of the duties and functions of that position as part of the coordination and provision of special education services to OCSA students, whether designated as responsibilities of OCSA or the District by the terms of this Charter. The District will reimburse OCSA, on a quarterly basis, from special education funds, for the costs of such Special Education Coordinator, including salary and benefits, in an amount equivalent to what the District would pay for a District employee with the same qualifications placed on the District's salary schedule as a "coordinator." Any Special Education Coordinator so employed by OCSA shall be solely an employee of OCSA for all purposes, including but not limited to for purposes of the Educational Employment Relations Act, and shall not be deemed or considered an employee of the District for any purpose.

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Additionally, so long as OCSA has a student enrollment of 1,000 or more students and has employed its own Special Education Coordinator, OCSA may choose to employ its own

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Resource Specialist(s) to provide special education services to OCSA students. The District will reimburse OCSA, on a quarterly basis, from special education funds, the costs of such Resource Specialist(s) including salary and benefits, in an amount equivalent to what the District would pay for a District employee with the same qualifications placed on the District's certificated salary schedule. OCSA may be reimbursed for the costs of one full-time equivalent ("FTE") Resource Specialist without regard to how many OCSA students require the services of a Resource Specialist, and for additional FTE or portions thereof on the basis of a Resource Specialist caseload of 28 students. (E.g., should OCSA enroll 42 students with IEP's requiring Resource Specialist services, the District will reimburse OCSA for the costs of 1.5 FTE.) Any Resource Specialists employed by OCSA shall provide all services in full compliance with the District's policies, practices, and directives for the provision of special education services. Any Resource Specialist(s) so employed by OCSA shall be solely an employee(s) of OCSA for all purposes, including but not limited to for purposes of the Educational Employment Relations Act, and shall not be deemed or considered an employee(s) of the District for any purpose.

The Special Education Coordinator and/or Resource Specialist(s) employed by OCSA shall follow all District practices and requirements for providing special education services, including, but not limited to, following the District's record-keeping and documentation practices.

OCSA shall inform the District in writing, on or before March 15 of each year, if OCSA determines that it does not want to employ its own Special Education Coordinator and/or Resource Specialist(s) for the following school year. Should OCSA not inform the District in writing of such a decision, OCSA shall be responsible for the hiring and employment of such individuals for the following school year.

If a problem arises with any of the District personnel providing services on the OCSA site, OCSA and the District shall discuss the concerns within a reasonable period of time after the issue is raised by the other party. Re-assignment of personnel in response to such concerns shall occur only when the District deems appropriate. If the District takes or refuses to take personnel action with regard to its special education providers on OCSA's site, over the objection of OCSA, the District shall take full responsibility for any actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered that results from its actions or inactions related to the placement of District personnel on OCSA's campus.

The District and OCSA shall meet no later than April 15 of each year to ensure a mutual understanding of the allocation of duties between OCSA and the District for the following year.

#### **Identification and Referral:**

OCSA shall have the same responsibility as any other public school in the District to work cooperatively with the District in identifying and referring students who have or may have exceptional needs that qualify them to receive special education services. OCSA will develop, maintain, and implement policies and procedures to ensure identification and referral of students who have, or may have, such exceptional needs. These policies and procedures will be in accordance with California law and District policy. OCSA is solely responsible for obtaining the

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cumulative files, prior and/or current IEP and other special education information on any student enrolling from a non-District school. A pupil shall be referred for special education instruction and services only after the resources of the regular education program have been considered and utilized, where appropriate.

The District shall provide OCSA with the technical and consultative services that it generally provides its other public schools in the identification and referral processes. The District will ensure that OCSA is provided with notification and relevant files of all students transferring to OCSA from a District school, who have an existing IEP, in the same manner that it ensures the forwarding of such information between District schools. All records and files will be released with the signed permission of the parent/guardian.

**Assessment:**

The District shall make the determination as to what assessments are necessary, including assessments for all referred students, annual assessments and tri-annual assessments, in accordance with the District's general practice and procedure and applicable law. OCSA shall not conduct assessments or recommend independent assessments without prior written approval of the District.

**Individualized Education Plan:**

Responsibility for arranging necessary IEP meetings shall be conducted in accordance with the District's general practice and procedure and applicable law. OCSA shall ensure the attendance of all necessary OCSA employees at the IEP meetings in addition to representatives who are knowledgeable about the regular education program at OCSA.

**Eligibility and Placement:**

Decisions regarding eligibility, goals/objectives, program, placement and exit from special education shall be the decision of the IEP team. Team membership shall be in compliance with state and federal law and shall include all required representatives of OCSA (or designees when necessary) and representatives of the District (or designees when necessary). Services and placements shall be provided to all eligible OCSA students in accordance with the policies, procedures and requirements of the District and of the Local Plan for Special Education. No pupil with special needs shall be continued in enrollment in OCSA unless the IEP team determines that OCSA is an appropriate educational placement, except for such period of time as enrollment at OCSA constitutes the student's "stay-put placement."

**Educational Services and Programs:**

To the extent that the agreed upon IEP requires special education or related services, the OCSA Special Education Coordinator shall arrange for the provision of such services through the OCSA Resource Specialist(s) or District providers and/or contractors, as necessary and appropriate, in the same manner that such services are provided to the students at other District schools. District services shall include technical and consultative services by District staff to OCSA staff in the same manner that District staff consults with staff at other District schools.

**Parent Concerns:**

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OCSA shall inform parents/guardians of their rights to raise concerns regarding special education needs or services to OCSA and/or District staff. OCSA staff shall inform the designated representative of the District of any such concerns. The District, in consultation with OCSA's staff as necessary, shall respond to and address the parent/guardian concerns.

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#### **Complaints:**

In consultation with OCSA, the District shall address/respond to/investigate all complaints regarding special education services at OCSA. OCSA's Uniform Complaint Procedure shall designate the District's Uniform Complaint Procedure officer as the designated official for complaints regarding special education services.

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#### **Due Process Hearings:**

In consultation with OCSA, the District may initiate a due process hearing on behalf of a student enrolled in OCSA as the District determines is legally necessary to meet a local educational agency's responsibilities under federal and state law. The District and OCSA shall cooperate in defending any due process hearing brought by a student enrolled in OCSA. In the event that the District determines that legal representation is needed, the District/OCSA shall be jointly represented by District legal counsel. In the event OCSA elects to utilize separate legal counsel, OCSA shall bear the costs of its separate legal counsel.

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The District agrees to indemnify, defend, and hold harmless OCSA and its Board, Board members, officers, administrators, employees, agents, representatives, volunteers, successors, and assigns (collectively hereinafter "OCSA and OCSA personnel") against any and all actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against OCSA and/or OCSA Personnel (including but not limited to due process complaints and/or compliance complaints with the California Department of Education and the Office for Civil Rights) that may be asserted or claimed by any person, firm, or entity which is due to the acts or omissions of the District, its Board of Trustees, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns related to the provision of special education services pursuant to this Charter.

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OCSA agrees to indemnify, defend, and hold harmless the District and its Board of Trustees, Board members, officers, Board appointed groups, committees, boards, and any other Board appointed body, and administrators, employees, attorneys, agents, representatives, volunteers, successors, and assigns (collectively hereinafter "District and District personnel") against any and all actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and District personnel (including but not limited to due process complaints and/or compliance complaints with the California Department of Education and the Office for Civil Rights) that may be asserted or claimed by any person, firm, or entity which is due to the acts or omissions of OCSA and OCSA personnel, and OCSA subcontractors and invitees under the Charter, related to the provision of special education services pursuant to this Charter.

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#### **SELPA Activities and Meetings:**

The District Superintendent or designee shall represent OCSA at all SELPA meetings as it represents the needs of all schools in the District. Reports to OCSA regarding SELPA decisions, policies, etc. shall be communicated to OCSA as they are to all other schools within the District. To the extent that the District and/or SELPA provide training opportunities and/or information regarding special education to site staff, such opportunities/information shall be made available to OCSA staff and OCSA staff shall be required to attend to the same degree as District staff holding equivalent positions are required to attend such training, unless the District's Assistant Superintendent of Support Services or designee specifically excuses OCSA personnel in writing from participation in a particular training because it is determined that the training is not necessary or relevant for OCSA personnel.

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#### **School District of Residence:**

The District shall be responsible for providing all special education services to all students of OCSA regardless of their school district of residence, with appropriate services provided by the OCSA Special Education Coordinator and OCSA Resource Specialists.

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#### **SELPA Requirements:**

OCSA agrees to adhere to the policies and requirements of the Local Plan for Special Education and to all District policies, procedures, and practices regarding identification, referral, record-keeping, and provision of services to special education students.

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#### **Contracted Services:**

If needed due to a shortage in special education staff, it is the responsibility of the District to seek out contracts with other school districts, companies, or organizations to serve OCSA students. OCSA may assist the District in procuring such services.

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#### **Funding**

##### **Retention of Special Education Funds by District:**

The parties agree that, pursuant to the division of responsibilities set forth in this Charter, OCSA has elected the status of any other public school in the District for the purposes of special education services and funding. The District has agreed to provide special education services for OCSA, consistent with the services it provides at its public schools. Consistent with this division of responsibility, the District shall retain all state and federal special education funding allocated for OCSA students through the SELPA.

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##### **School Contribution of Equitable Share of OCSA Funding:**

Additionally, OCSA shall contribute a pro-rata share of its charter school funding to support the District's unfunded special education costs ("general fund support"). The requirement that OCSA pay this general fund support, as specified in this Section of the Charter, shall go into effect upon the District providing OCSA 15 months' written notice that the District will be assessing general fund support from OCSA.

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At the end of each fiscal year, the District shall calculate OCSA's pro-rata share of the District-wide general fund support for that year as calculated by the total unfunded special education costs of the District (including those costs attributable to OCSA and any/all other charter schools for which the District provides LEA services in the same or similar manner) divided by the total number of District ADA (including OCSA students and students from any/all other charter schools for which the District provides LEA services in the same or similar manner) and multiplied by the total number of OCSA ADA (ADA calculation from P2). OCSA ADA shall include all students, regardless of home district.

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The District shall calculate the amount of OCSA's share of the general fund support upon receipt of the certified P2 reporting data. The District shall provide OCSA with documentation as to the calculation of OCSA's share of general fund support and allow OCSA an opportunity to provide input and respond to the calculation prior to invoicing OCSA for the prior year. The District shall then invoice OCSA for its share of the general fund support.

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Payment shall be due and payable within 30 days of invoice. If not fully paid, the remaining amount of OCSA's share of the general fund support shall be offset against the District's next succeeding in-lieu property tax apportionments until paid in full.

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The District shall provide an estimate of OCSA's share of the general fund support for the following year by June 30 of each year for budgeting purposes. This estimate shall not be binding and OCSA shall be fully responsible for its actual share of general fund support.

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#### **Costs of Special Education Services**

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The District shall be responsible for all costs related to the special education service needs of OCSA students in the same manner as any other students of the District, in accordance with Education Code Section 47646.

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#### **Copies of IEP's**

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OCSA staff shall conform with all state and federal laws and District procedures related to IEP's, specifically including, but not limited to, those required by the District's web-based IEP system, including, but not limited to, the requirement that IEP's be affirmed and attested to by appropriate members of the IEP team. Additionally, within five days of receiving written parent signature(s) on an IEP, the OCSA Special Education Coordinator shall provide a hardcopy of the signature page of the IEP to the Assistant Superintendent of Support Services.

#### **OCSA Election to Become LEA**

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Should OCSA ever determine that it is interested in becoming its own local educational agency ("LEA") for purposes of providing special education services, rather than being deemed a school of the District for such purposes, it must provide the District with written notice that it is considering such a change on or before July 1 of the year preceding the fiscal year in which OCSA would become its own LEA. Additionally, OCSA must provide the District with final written notice that it has made a final decision to become its own LEA on or before January 1 of the fiscal year preceding the fiscal year in which OCSA would become its own LEA. At the time OCSA provides such final notice, the notice must include verifiable written assurances that OCSA will participate in a special education local plan area (SELPA) approved by the State

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Board of Education in accordance with Education Code Section 47641(a) and that it will provide special education services in accordance with federal and state law, including proof of OCSA's acceptance as a member of a SELPA for the fiscal year in which OCSA will become its own LEA. At any time that OCSA becomes its own LEA for the purposes of special education, the District shall have no further responsibility for the coordination or provision of special education services to OCSA students, regardless of school district of residence of such students, and OCSA shall be exclusively responsible for the coordination and provision of special education services to OCSA students and for any and all other obligations of a school or school district relative to services for students with special needs.

## **Element Two (B)- Measurable Pupil Outcomes**

OCSA's goal is to create a school that motivates and assists all students in meeting proficiency on state academic standards. Annual review of data will be conducted to track progress toward goals, as measured by the CAASP results and benchmark assessments in reading, writing, language proficiency and mathematics. The School will ensure alignment of the curriculum in order to ensure success for all students in meeting the requirements of the California High School Exit Exam and any other state-required standards test. These standards will serve as a guide in developing school goals and in making decisions regarding expenditures of resources, allotment of budget, staff development, program priorities, and policy decisions. **See Appendix 1 for a more detailed description of current goals and priorities as outlined in the OCSA LCAP.**

OCSA intends to graduate its students with several measurable results:

- Satisfactory completion of all course requirements and attainment of required proficiency levels to be eligible to be granted an OCSA diploma
- A course of learning in the arts or design that greatly increases opportunities for immediate well paid employment
- SAT scores, a transcript, a portfolio and college credits that greatly increase opportunities for admission to a college, CSU, UC, or equivalent institutions
- Demonstrated abilities and a portfolio that greatly increase opportunities for admission to post-secondary institutions that specialize in the performing arts or design

OCSA students will meet all District academic standards and all academic standards as adopted by the State Board of Education. OCSA students shall meet all current and future District requirements for a high school diploma.

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### **Element Three (C) - Method of Measuring of Pupil Progress**

OCSA will comply with all state assessment requirements.

To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.

OCSA will separately assess learning in the arts or design depending on the student focus.

Daily instruction will provide consistent feedback through teacher observations, project achievements, criterion referenced tests, open-ended tasks, and performance samples. OCSA will measure progress on an ongoing basis so parents and educators know how well students are performing. OCSA shall follow at a minimum, the District's regulations for promotion, retention, and intervention for underperforming students, including English Language Learner/Limited English Proficient students.

Prior to excluding a student for academic underperformance, OCSA shall take reasonable steps to intervene on behalf of the student. OCSA has developed a remediation program to raise the performance of the student, which shall include commitments on the part of the Charter School as well as the family of the student.

The Remediation Program provides that no student may be excluded for academic underperformance prior to the completion of one full semester during which the Remediation Program is implemented. The Remediation Program is set forth below:

#### **REMEDIATION PROGRAM**

The educational value of the Orange County School of the Arts is that academic intervention is an ongoing process within daily instruction. During instructional time, all teachers work at differentiating their instruction, using strategies that engage all learners, and modifying their curriculum so that each learner may work to their highest potential

For students whose Grade Point Averages show they are at academic risk, the following program is put into place:

At the first progress report, students with below a 2.0 receive a letter warning that they may be put on academic probation if they do not raise the GPA to a 2.0 or above by the end of the semester. Other supports and interventions include but are not limited to:

- Parents have the option of putting their child on a Weekly Progress Report and attending Block 7 study.
- Students are called in to the office to talk about their goals for bringing up the GPA.
- A SST Team may be held to discuss interventions that teachers can use in their classroom.
- A student tutor may be assigned to the student to help give one-on-one help and motivation to improve the student's grade.

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- Parent/teacher/student conferences may be held to discuss ways for school and home to work together to support the child.
- The student may be placed in an academic lab, to receive extra support and help.

At first semester, if a student has below a 2.0 they are placed on academic probation and extra-curricular conservatory activities are curbed until the GPA is raised. A meeting is held with the student and their parents to discuss remediation plans. The students are put on weekly progress reports, assigned to Block 7 for study hall and academic tutoring, daily planner signatures, or further testing depending on the individual need. SST team meetings are held with teachers to discuss interventions in the classroom. The students are monitored throughout the semester.

At the end of the second semester, if the student still has not achieved a GPA of 2.0 or higher, he/she will be dismissed from the school. ~~If at the end of the second semester the student has achieved a GPA of 2.0 or higher, he/she will be removed from academic probation.~~

~~Nothing in OCSA's academic probation, Remediation Program, and dismissal related to academic performance standards or procedures shall supersede OCSA's nondiscrimination obligations, including prohibitions against discrimination on the basis of mental or physical disability and/or qualification under the IDEIA and/or Section 504. Should a student's special education/Section 504 status or accommodations have an impact on whether the student meets OCSA's academic criteria for ongoing enrollment at OCSA, the failure to meet those criteria shall not automatically result in the student being dismissed from OCSA based on academic performance, but, instead, the student shall be afforded all of the protections of those laws (including all applicable accommodations) in considering his or her ongoing enrollment at OCSA.~~

~~Prior to dismissing any student based on academic performance, the student shall be afforded due process. Additionally, on at least an annual basis, OCSA shall conduct a review and assessment of all situations in which students have been placed on academic probation and/or dismissed from OCSA related to academic performance, including an analysis of whether there are indications that there has been a disproportionately high incidence of students with a protected characteristic and/or EL students being placed on Academic Probation and/or dismissed from OCSA related to academic performance and/or any other indicia that OCSA's academic probation, Remediation Program, and dismissal from OCSA related to academic performance has had a disparate impact on students with a particular protected characteristic and/or on EL students. Should there be any such indicia, OCSA shall immediately undertake a review and revision of its academic probation criteria, Remediation Program, and dismissal procedures to address such concerns fully and completely, which revisions may include the elimination of dismissals from OCSA based on academic performance. OCSA shall maintain at all times through the term of this Charter the records of its annual reviews and any measures taken to address any concerns discovered during such reviews.~~

If a student's GPA falls below 2.0, and the student corrects the deficiency by successfully completing a class or classes in summer school, the student will be removed from academic probation and/or will be readmitted to the Charter School.

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OCSA shall provide the District, on a semi-annual basis (mid-year and end-of-year), a report of student progress including disaggregated (by race/ethnicity, socioeconomic status, and English language fluency) data on student course enrollment and grades, participation and performance results of state-mandated testing programs, including the Stanford Achievement Test, CAASPP, California High School Exit Exam, California English Language Development Test, Scholastic Aptitude Test (SAT), and Advanced Placement exams.



#### **Element Four (D) - Governance**

While OCSA intends to collaborate extensively with the Santa Ana Unified School District, OCSA and its officers, board members, employees and volunteers, shall operate and provide school services pursuant to this Charter as a wholly independent entity. Santa Ana Unified School District and OCSA shall not in any way or for any purpose become or deemed to be agents, partners, joint venturers, or a joint enterprise. The District shall not be liable for the actions of liabilities of OCSA. OCSA will be operated as a duly constituted California nonprofit public benefit corporation and governed in accordance with applicable California Corporations Code Sections. As provided for in the California Corporations Code, OCSA will be governed by its Board of Trustees, whose members have a legal fiduciary responsibility for the well-being of the School. Current OCSA Articles of Incorporation and Bylaws are attached as Exhibit B.

~~In the case of a conflict between the requirements of this Charter OCSA articles and provisions of the Articles of Incorporation and/or Bylaws, action taken in accordance with such Articles or Bylaws which conflicts with or is bylaws shall not be applied or modified in a manner inconsistent with the requirements of the Charter shall be deemed a violation of this Charter and the Bylaws shall provide that in the case of such a conflict the OCSA Board of Directors shall take prompt action to revise the Articles or Bylaws to make them consistent with the requirements of this Charter or seek a material revision to the Charter to make the Articles, Bylaws and Charter consistent. Should the provisions of this Charter conflict with the policies, practices, or terms of any collective bargaining agreement or other agreement of OCSA, the provisions of this Charter shall prevail.~~

provisions of the approved charter. OCSA shall provide written notice to the District Superintendent or designee of ~~any~~ proposed revisions ~~to of the Articles of Incorporation articles~~ and/or ~~Bylaws no less than bylaws at least~~ three (3) weeks prior to consideration of adoption of the for a revision(s) by the corporate board of directors. ~~Should the District Superintendent or designee indicate that the District considers the proposed revision(s) to be a material revision to OCSA's governance structure and/or Charter, OCSA may not formally adopt such revision(s) unless and until the revision(s) is first approved through the process set forth in Education Code section 47607 for material revision to the Charter. Should OCSA adopt revision(s) to its Articles of Incorporation and/or Bylaws in accordance with these requirements, it Board of Directors, and shall provide a final copy of the revised document to the District within three (3) business days of the adoption of such revision(s). Current Articles of Incorporation and Bylaws are attached as EXHIBIT B version of any such Board approved revisions.~~

OCSA shall provide to the District Superintendent or designee electronic copies of all of its Governing Board agendas (including all backup materials), and agendas (including all backup materials) of any other boards and committees, on or before the date required for posting of such agendas in compliance with the Brown Act.

The Orange County School of the Arts will be governed by a five member Board of Trustees. This Board will meet on a regular basis and will comply with all applicable regulations including:

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Notwithstanding any conflict in the OCSA Articles of Incorporation or Bylaws or the law controlling non-profit corporations, all business of OCSA and its Board of Directors shall comply with all laws controlling charter schools. OCSA shall comply with the Ralph M. Brown Act, Government Code Section 1090 *et seq.*, the Political Reform Act of 1974 (Gov. Code Section 81000 *et seq.*), and any attendant regulations as they may be amended from time to time, and any other applicable conflict of interest prohibitions, including prohibitions applicable to California non-profit corporations. By the terms of this Charter, OCSA is obligated to comply with the requirements of Government Code Section 1090 *et seq.* and the Political Reform Act of 1974 to the same extent as if OCSA were a noncharter California public school district regardless of any arguments regarding the applicability generally of those laws to California charter schools. In the event that the laws/rules/provisions of Government Code Section 1090 *et seq.* and the Political Reform Act of 1974 permit an action or means of taking action that is restricted or prohibited by the other conflict of interest statute's laws/rules/provisions, the most restrictive law/rule/provision shall control.

#### **Appointment of OCSA Board Members**

The OCSA Board will have five members. Board members shall be selected to represent parents, the arts community, educators, community business leaders, and its sponsoring district. All Board members will be selected with skills and experience to match their board responsibilities. The Governing Board of the District shall appoint two representatives, and an alternate to such representatives, to serve on the OCSA Board. An alternate shall serve in the respective appointee's place in the event the appointee is unable to make a meeting of the OCSA Board of Trustees and when so serving shall have the same rights, duties, and privileges as an appointee. One of the District Board appointees shall be the District Board's representative authorized pursuant to Education Code Section 47604(b). References herein and elsewhere to District Board appointees shall include alternates when acting as appointees. District Board appointees may either or both be personal residents of the District (i.e., a person whose primary residence lies within the District), or business residents of the District (i.e., a person whose primary place of business or employment is located within the District), in either case OCSA shall be allowed to advise the Board in the selection of these members.

Any District Board appointee shall serve solely at the District Board or designee's discretion and may serve an unlimited number of consecutive terms. The OCSA Bylaws shall specify that no restrictions on the appointment, service, or terms for removal of other members of the OCSA Board of Directors shall apply to any District Board appointee and such appointee shall serve at the pleasure of and be removed only by the action of the District Board or designee.

The OCSA Board of Trustees will be responsible for:

- Hiring and evaluating the Principal and/or Executive Director of the School.

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- Approving and monitoring the implementation of general policies of the School, including effective human resource policies for career growth and compensation of the staff.
- Developing and monitoring an operational business plan that focuses on student achievement and artistic development.
- Approving and monitoring the School's annual budget, acting as fiscal agent. This includes the receipt of funds for the operation of the School in accordance with state and federal charter school laws and the receipt of state, federal and private grants and donations consistent with the mission of the School.
- Contracting with an external auditor to produce an annual financial audit according to generally accepted accounting practices.
- Regularly measuring progress of both student and staff performance.
- Involving parents and the community in the support of School programs.
- Executing all other responsibilities provided for in the California Corporations Code, the Articles of Incorporation and Bylaws, and this Charter necessary to ensure the proper operation of the School.
- Preparing and submitting, on a semi-annual basis (mid-year and end of year), reports to the District regarding OCSA's progress in implementing this Charter and other specific matters as the District Board requests.

#### **Parent/Community Involvement**

OCSA will additionally involve parents, educators, and art professionals on a regular basis to advise OCSA on the operations of the School. Similarly, they will advise on curriculum, instruction, fundraising, and governance, all with the purpose of increasing student achievement and employment in the arts industry. These parent involvement group opportunities will be communicated to parents through our normal communication strategies including electronic communications, registration materials and the monthly school newsletter. These current committees include: Parent Support Organization (PSO) and Parent Advisory Committee (PAC).



## **Element Five (E) - Employee Qualifications**

OCSA shall adhere to Education Code § 47605(1), all California Commission on Teacher Credentialing requirements, and the No Child Left Behind Act in the hiring of all faculty and staff for the Charter School.

To the extent required by law, teachers in the School will be required to hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold. This will include emergency permits and credentials, if necessary. Teachers of English Language Learners shall have State English Language Development certification. Teachers of students in Special Education shall have State Special Education credentials.

As provided by law and as practiced by OCSA in the past, the School may exercise flexibility with regard to those teaching non-core, non-college preparatory courses. OCSA takes full and complete responsibility for the application of "flexibility" regarding teacher credentialing requirements and its interpretation of that terminology as used in Education Code Section 47605(1), including any impacts its use of such "flexibility" may have on OCSA's funding, and the insurance and indemnification provisions of this Charter shall apply with full force and effect to protect the District from any and all potential claims or liabilities that may arise from the application of "flexibility" in credential requirements for non-core, non-college preparatory classes at OCSA.

OCSA may employ qualified adults to assist credentialed teachers in student instruction. A teacher may supervise another teacher when mutually agreed to by the teachers and OCSA.

Within the provisions of the law, OCSA reserves the right to recruit, interview and hire anyone at any time who has the best qualifications to fill any of its position vacancies.

OCSA shall not discriminate against any applicant or employee on the basis of race or ethnicity, creed, color, nationality, religion, age, gender, sexual orientation, disability, or other characteristic contained in the definition of hate crimes set forth in Penal Code Section 422.55, or any other basis prohibited by law.

The Executive Director or the Principal will hold a current California Administrative Credential and the required course work as required by any California public school administrator holding a comparable position in a non-charter school. Education must include at minimum a Master's Degree in Educational Administration.

OCSA shall engage the services of a Business/Financial Professional to carry out the business and fiscal functions of OCSA. Such services may be provided either by an employee of OCSA or by a consultant (or consultant group) hired by OCSA. Any such employee or consultant (or consultant group) shall ~~have demonstrated~~ a minimum of three years of experience serving a California public school (charter or non-charter) in the capacity of business ~~manager~~ manager or similar, or providing the services of a Chief Financial Officer or similar to a California public school (charter or non-charter) in a consultant capacity: ~~or the equivalent experience.~~

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All Management staff, as required by law, shall receive on-going staff development and management training including training in Sexual Harassment.

#### **Element Six (F) - Health and Safety Procedures**

OCSA will comply with all applicable safety laws. OCSA will require that each employee of the School furnish the School with a criminal record summary as described in Section 44237 of the Education Code including the requirement that, as a condition of employment, each new employee must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. OCSA shall utilize the services of the District at customary rates for Department of Justice checks and fingerprinting.

OCSA has developed health, safety, and risk management policies in consultation with its insurance carriers and risk management experts. **OCSA has developed extensive safety and emergency procedures in conjunction with local fire and law enforcement agencies, attached as Exhibit C.**

OCSA will assess its school buildings for structural safety, using the existing state, county and city standards for independent and parochial schools.

OCSA, at its own cost and expense, will be responsible for obtaining appropriate permits from the local public entity with jurisdiction over the issuance of such permits, including building permits, occupancy permits, fire/life safety inspections and conditional use permits, all as may be required to ensure a safe school and facilities for staff and students. OCSA shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. OCSA agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The Charter School shall conduct fire drills as required under Education Code Section 32001.

OCSA is committed to providing a school that is free from sexual harassment, as well as any harassment based upon such factors as race, religion, creed, color, national origin, ancestry, age, medical condition, marital status, sexual orientation, gender, gender identity, gender expression, or disability. OCSA has developed a comprehensive policy to prevent and ~~immediately~~timely remediate any concerns about sexual discrimination or harassment at the Charter School (including employee to employee, employee to student, student to student, and student to employee misconduct), as well as comprehensive policies to address any type of discrimination, harassment, or bullying. OCSA takes misconduct of this nature very seriously and will address such misconduct in accordance with its adopted policies and procedures.

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## **Element Seven (G) - Achieving Racial and Ethnic Balance**

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The philosophy, policies, and procedures of OCSA shall at all times be dedicated to enhancing, achieving, and maintaining racial and ethnic balance in its student population and staff. All students will be considered for admission, accepted for admission, and retained in the School without regard to disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation or any other characteristic contained in the definition of hate crimes set forth in Penal Code Section 422.55, fluency in English, parent income/education level, or any other basis prohibited by law. OCSA's plan to achieve a racial and ethnic balance among its pupils will, at a minimum, establish goals and timetables that fully embrace the concept of achieving and maintaining a diverse student population. In particular, the plan will include an aggressive recruitment plan designed to achieve these goals. A report on the progress toward these goals will be presented to the Board of Education of the District and to the Board of OCSA by October of each school year and during the spring term, prior to the recruitment period for each school year.

The Orange County School of the Arts will work collaboratively to develop programs to identify and enroll students to achieve and maintain a racial and ethnic balance reflective of the general population residing within the District's territorial jurisdiction..

These programs include:

***Camp OCSA*** – is an arts training workshop at the Orange County School of the Arts and offered free of charge to students, grades 4-6, attending schools in Santa Ana. Camp OCSA is a positive, nurturing environment for young people with an interest in the arts and the desire to discover and develop their talents.

***Camp OCSA*** offers a ten-week workshop in the evenings on campus at OCSA. It is designed to introduce young people with little or no experience in the arts to the basic language, technique and skills in disciplines such as dance, acting, singing, painting and drawing and guitar. There is no tuition and all necessary educational supplies and materials are provided. All classes are taught by OCSA students in the 10<sup>th</sup>-12<sup>th</sup> grade and are under the advisement and direction of the Orange County School of the Arts faculty and the Director of Community Programs. Since 2001 when Camp OCSA was established, we have served over 6,500 students from Santa Ana.

The program not only affects the students involved in the program, but has a lasting positive effect on the local community as a whole. It is important to emphasize that the program is staffed with bilingual staff. All written and verbal communications with the parents and the community are done in both Spanish and English. Brochures/applications (in Spanish and English) are delivered to the students in Santa Ana who are in grades 4<sup>th</sup>, 5<sup>th</sup> and 6<sup>th</sup> every year. Each year, the program culminates with a performance and an art exhibit at the end of the ten weeks.

***Gluck Community Service Arts Fellowship Program*** at the Orange County School of the Arts provides for free artistic performances and programs for underserved/underrepresented individuals in numerous community venues such as youth centers, schools, nursing and

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retirement facilities, health centers, parks, and community agencies. Soloists, ensembles and performance groups typically present concerts/performances of approximately 25-40 minutes in length that include interaction with the audience and may include discussion about technique, musical motifs or other pertinent information.

Some of the community partners are: The Orange County Educational Arts Academy, El Sol Academy, the Orange County Children's Therapeutic Arts Center, Santa Ana Police Athletic and Activity League, The Santa Ana Public Library, The Boys and Girls Club of Santa Ana, The UCI Medical Center in Santa Ana, Loaves and Fishes Soup Kitchen, Ronald McDonald House, Bowers Museum, The Blind's Children Learning Center, Hands Together, and The Santa Ana Zoo, to name a few.

*The California Arts Center at the Orange County School of the Arts* is open to all children and adults interested in enriching their lives through arts education. Through the weekend, evening and summer classes, students have the opportunity to participate in a unique experience in arts education that might not otherwise be available to them. Scholarships are offered to students who have a financial need. All classes are taught by professional artist teachers from the Orange County School of the Arts on the school campus, presented by the Orange County School of the Arts Foundation.

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#### **Element Eight (H) - Admission Requirements**

OCSA shall admit all pupils who wish to attend the School and who demonstrate talent in the performing or visual arts consistent with the OCSA curriculum and standards.

Applicants are encouraged to request and will receive accommodations if needed for the application process to assure that students with special needs who may qualify for services pursuant to the IDEIA and/or section 504 shall not be excluded from admission solely on the basis of the disability.

Pupils will be considered for admissions without regard to ethnicity, national origin, gender or disability, race, religion, sexual orientation, or any other characteristic contained in the definition of hate crimes set forth in Penal Code section 422.55.

Admission practices will be administered in accordance with provisions defined by charter school law. If the number of students who wish to attend OCSA exceeds capacity, among equally qualified applicants, preference will be extended to pupils who reside in the District.

**Student admission requirements and processes are described in Exhibits D (Academic) and E (Audition Requirements).** ~~[These exhibits (along with most of the exhibits) were not attached to the draft so they have not yet been reviewed by the District at this time. The District notes, however, that any academic admission criteria must clearly and specifically assure that students with special needs who qualify for services pursuant to the IDEIA and/or Section 504 will not be excluded from admission solely on the basis of their disability, but rather, the academic admission criteria will allow for admission taking account of their special needs. Furthermore, OCSA should also ensure that any academic admission criteria will not have a discriminatory or disparate impact on the basis of any other protected characteristic, including EL status. Please note the recently settled federal law suit against a charter school and school district in San Bernardino County alleging that academic entrance and continued enrollment criteria discriminated against EL and special education students.]~~

Students will be rank-ordered based on established audition rubrics. Students will be selected for each conservatory program based on their place in this rank-order. Should there be more "Qualified" students than enrollment slots allow, Qualified, in this case defined as those students who have met both the Academic and Audition requirements, then a public random drawing will be held to determine student enrollment.

~~Once admitted to OCSA, students become enrollees. OCSA will annually evaluate the performance of all enrollees annually students and will automatically consider each them for readmission prior to consideration of any other over new applicants. OCSA will evaluate enrollees for readmission~~ based on published criteria.

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OCSA will strive to have a minimum of thirty percent (30%) of the student body composed of students who reside in the District; provided, however, in the event OCSA fails to meet this requirement, the District and OCSA shall agree to an Outreach Plan to meet this goal.

So long as OCSA is acting in good faith to comply with the Outreach Plan, OCSA's failure to meet this requirement shall not be cause for revocation of this Charter. OCSA will set no maximum limit to the number of Qualified students from the District who may be admitted to OCSA. The Outreach Plan will define OCSA's strategies for outreach to assure the minimum participation from the District.

### **Outreach Plan**

As part of the Outreach Plan the School shall target the programs described in Element 7 to the current students of the District.

As part of its commitment to the community of Santa Ana and the District, OCSA shall hold workshop sessions to review the application requirements and processes with students, at least three months prior to the opening of each application filing period. These workshops will explain and demonstrate such admissions requirements as audition specifications, portfolio submission, and other performance or demonstration expectations.

In addition to the community programs described in Element Seven, the Outreach Plan includes a marketing plan which details significant outreach activities in Spanish language media, and other language media as needed, including without limitation newspaper and television. The marketing plan shall also include the preparation and distribution to the District of recruiting materials in English and Spanish. OCSA shall also develop applications in other languages, as needed.

The Outreach Plan includes scheduled dates, times, and locations of open house, informational meetings, auditions, and other activities in a manner which ensures, to the extent possible, that District students and racial and ethnic minorities are able to attend.

The Outreach Plan also includes a program which ensures that arts teachers within the District have access to open houses, informational meetings, auditions, student evaluation and ranking sessions, and other activities, such as meetings provided solely for arts instructors, so that they may be better equipped to prepare their students or identify talent for the Charter School.

The OCSA shall at all times comply with the terms and requirements of the free schools guarantee of the California Constitution, Article IX, Section 5, Education Code Section 49010-49013, Government Code Section 905, and California Code of Regulations, Title 5, Section 350, (collectively "Free Schools Guarantee") in all aspects of the Charter School program. Under no circumstances shall any student be adversely impacted, in any manner, in admission or in any academic program whatsoever, for financial reasons, including without limitation a failure to make a financial contribution of any kind. Students who have a documented financial need will not be denied participation in any activity, rehearsal, presentation, or performance due to the inability to purchase costumes, supplies, instruments, or any other equipment or pay for any related travel costs related to school performances or activities, which costs shall only be

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required to be borne by students to the extent that it is permissible under the Free Schools Guarantee. OCSA shall develop and maintain a fund for low income students to provide for permissible costs of supplies and materials and to assist students with daily transportation assistance (e.g. bus passes) and to develop a payment plan to assist with the payment of funds for particular kinds of events that are not "educational activities" of OCSA and for which costs are permissibly required to be borne by students pursuant to the Free Schools Guarantee (e.g. tours).

~~OCSA will continue to provide funding for any student with purchasing supplies, materials, instruments, equipment, dance clothes, dance shoes, or anything else necessary to fully participate in the OCSA program. [The proposal that OCSA will provide funding "for any student who should need assistance" is problematic because materials and equipment "necessary to fully participate in the OCSA program" come within the Free Schools Guarantee and OCSA cannot only provide them to students on the basis of "need."]~~ OCSA will also provide funds relating to field trips, tours, transportation, or anything necessary for students to fully participate in OCSA performances or extracurricular activities. As needed, OCSA will provide free or reduced priced tickets to all OCSA performances in which students appear, in order to ensure that parents and close family members of the student performers are encouraged and able to attend regardless of financial considerations. Policies regarding eligibility for these funds and the process for accessing these funds will be made available to all OCSA students. Requests for financial assistance will be handled confidentially by the OCSA business office.

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#### **Element Nine (I) - Annual Financial Audits/Financial Documents**

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An annual independent financial audit of the books and records of the Charter School will be conducted as required by Education Code Sections 47605(b)(5)(I) and 47605(m). The books and records of the Charter School will be kept in accordance with generally accepted accounting principles, and as required by applicable law, the audit will employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide.

These financial audits shall be conducted by an independent auditor, approved in advance by the District Board, and included on the State Controller's approved list of independent auditors. The auditor will verify the accuracy of the School's financial statements, accounting practices, revenue-related data collection and reporting practices and will review the School's internal controls. The audit will include a review of ADA as reported by OCSA. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars. Moreover, the audits will assure that the School's money is being handled responsibly and that its financial statements conform to generally accepted accounting principles. Audit exceptions and deficiencies shall be resolved in conference with the auditor to the satisfaction of the auditing agency and the District. OCSA agrees to resolve outstanding issues from the audit prior to the completion of the auditor's final report. The audit will be completed and submitted to the District, the California Department of Education, the State Controller and the Orange County Superintendent of Schools by December 15th following each school year or at a mutually agreed upon earlier date. OCSA will provide interim financial data required by the District to fulfill its obligation to the county and state.

The audit is a public record to be provided to the public upon request.

Further, the District Board shall have the right to request or conduct an audit at any time of the year. The cost for such audit shall be borne by the District if the audit reveals no financial or enrollment discrepancies resulting in under- or over-reporting of greater than three percent (3%) total; in all other cases, OCSA shall bear the cost of the audit.

In addition to the above:

1. OCSA will give SAUSD at least thirty (30) calendar days written notice prior to renegotiations of lease terms of existing facilities or before entering into new lease agreements for facilities.
2. OCSA will give SAUSD at least thirty (30) calendar days written notice prior to entering into any additional loan borrowings. If the District believes that it is not financially viable for OCSA to enter into new financial obligations, OCSA will address the concerns and inquire of the District, to the satisfaction of the District, prior to entering into any additional loan borrowings.

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3. OCSA will provide written notification to SAUSD in the event of default or late payment of any current or future OCSA loan/lien holder obligations. Said notification must be provided within ten (10) calendar days of the default or late payment. When the late payment or default has been cured, written notification to the District must be provided within ten (10) calendar days of the cure.
4. In the event that OCSA needs to borrow funds from SAUSD, a corrective action plan will also be submitted with the request. OCSA shall provide SAUSD with written notice of its need to borrow funds at least 30 days prior to requesting to borrow funds from the SAUSD and/or any other potential source of funds. Nothing in this Charter shall be interpreted as a guarantee that SAUSD will loan any funds to OCSA.
5. OCSA will notify SAUSD of any pending litigation or legal action taken against OCSA within 30 calendar days of OCSA receiving said notice.
6. OCSA agrees to use SAUSD approved financial reporting formats that are in compliance with CDE specifications. This includes: Cash Flow, Multi-year Budget Projections, Interim reports, Current Year Budget Assumptions and the Charter School Unaudited Actuals Financial Report Form.

**Please see OCSA Five Year Proforma Budget on the next page.**

# Proforma Budget

ORANGE COUNTY SCHOOL OF THE ARTS  
FIVE YEAR PROFORMA BUDGET  
NMTC RESTRICTIVE LOAN \$12M, 4.5%, 10 YR, FULLY AMORTIZED, DEC 2017

	14-15	15-16	16-17	17-18	18-19	
<b>Expenses</b>	1,910	2,129	2,138	2,138	2,128	
Increase in Encumbrances	0	210	0	0	0	
ADA	1,862	2,067	2,067	2,067	2,067	
LCTF per ADA	7,181	7,712	7,979	8,270	8,297	2%
<b>REVENUE</b>						
State ADA Funding	13,373,603	15,940,961	16,493,208	17,117,326	18,163,399	2% base 17-18, 18-19
Lottery Revenue	270,000	307,200	314,893	322,760	330,828	2.5%
Special Ed Reimbursement	389,740	399,954	409,492	419,729	430,222	2.5%
Other State and Federal Revenue	50,000	50,000	50,000	50,000	50,000	Title I, B
Facility Grant (50709)	100% 1,170,688	100% 1,350,250	100% 1,550,250	100% 1,142,688	100% 775,121	Max. vs \$1750/year ADA
Parent Funding Contributions	5,000,000	5,565,000	5,777,000	5,989,000	6,201,000	base per year \$1.00 per student funding rate
Leadership Revenue, Net	40,000	40,000	41,816	42,448	43,297	2%
Food Service, net	178,000	181,560	183,791	186,895	190,673	2%
Miscellaneous	310,000	305,000	306,010	309,000	312,181	1%
<b>TOTAL SCHOOL REVENUE</b>	<b>28,998,077</b>	<b>34,338,283</b>	<b>35,137,679</b>	<b>35,881,536</b>	<b>36,518,727</b>	
OCIS & Foundation Contributions	656,318	672,831	689,754	706,998	724,673	2.5% base (due to Admin PR Allow)
OFFICE FUND Contributions	150,000	160,000	160,000	160,000	160,000	
<b>TOTAL REVENUE</b>	<b>31,804,395</b>	<b>35,171,114</b>	<b>35,917,429</b>	<b>36,748,534</b>	<b>37,403,400</b>	
<b>EXPENSES</b>						
Salaries Admin	4,290,608	4,449,987	4,567,652	4,667,718	4,770,245	2.5% plus 1% increase in Health Costs
Salaries Academic	4,066,182	5,504,821	5,783,363	6,072,533	6,376,160	2.5% plus 1% increase per 50 hour credit
Salaries Arts	2,773,916	2,997,263	3,047,747	3,099,242	3,151,781	2.5% plus 1% increase per 50 hour credit
UN Tax, Retirement and Health Benefits	3,419,712	3,509,147	3,556,166	3,603,182	3,650,142	base STARS PERAS new increase
Total Salaries and Related	15,149,418	16,459,217	17,054,928	17,442,783	17,948,328	
Percentage of benefits to salaries	29.06%	30.12%	31.77%	33.36%	35.10%	
Art Instruction Supplies	295,000	328,600	328,600	328,600	328,600	\$1.50 per student
Academic Expenses	267,600	296,800	296,800	296,800	296,800	\$1.60 per student
General & Administrative	743,736	758,611	773,793	789,239	805,044	2%
Insurance	180,000	181,600	187,272	191,017	194,838	2%
Legal	35,000	35,700	36,114	37,142	37,885	2%
Utilities	635,000	674,600	694,900	711,738	727,328	2%
Building Maintenance	977,800	1,007,134	1,037,348	1,068,466	1,100,323	2%
Open Fund Facility Rent (incl prep tax) (W996) N.A., parking lots	1,579,200	1,579,200	1,579,200	1,579,200	1,579,200	End NMTC Dec 2017
Legacy Fund / Donor Center	0	1,360,000	1,360,000	1,360,000	1,360,000	Begin 1-1-2018 TO Dec 2017
Legacy Fund Rent (New Lease)	0	0	0	1,068,000	2,068,000	50% 1-1-2018 TO Dec 2017
Legacy Fund Rent (1817 N. Main St)	96,000	96,000	96,000	96,000	96,000	100% N. Main
Utilities/Jan/Maint/Security (new bid)	0	208,000	208,000	212,198	216,545	Donor Center - 2% base
Technical	100,000	103,000	106,000	109,273	112,551	2%
Marketing	91,000	90,000	92,700	95,481	98,245	2%
<b>TOTAL EXPENSES</b>	<b>28,166,954</b>	<b>33,533,117</b>	<b>34,990,222</b>	<b>36,063,116</b>	<b>36,980,667</b>	
EBITDA	1,638,841	1,779,187	1,773,297	1,685,418	1,662,733	
Beta Services - F300 Loan (Main Campus)	1,266,384	1,266,384	1,266,384	1,266,384	1,266,384	Replace CIEDB loan \$15.9M - 4.5% - 20 yr. fully amort
Capital Expenses	400,000	400,000	400,000	400,000	400,000	
<b>NET CHANGE IN ASSETS</b>	<b>31,477</b>	<b>175,718</b>	<b>138,923</b>	<b>348,437</b>	<b>554,229</b>	

\* Charter School Facility Grant subject to annual legislative action

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## Element Ten (J)-Student Suspensions and Expulsions

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Compliance with the procedures set forth in this Charter shall be the only processes for OCSA to involuntarily dismiss, remove, or otherwise exclude a student who attends OCSA from further attendance at OCSA for any reason, including but not limited to, disciplinary and academic causes. ~~Expulsion as described in this Element 10 of this Charter shall be the sole means to involuntarily dismiss, remove, or otherwise exclude a student who attends OCSA from further attendance at OCSA for disciplinary reasons.~~

Students may be suspended, dismissed, or expelled from OCSA on any of the grounds provided in Education Code Section 48900, 48900.2, 48900.3, 48900.4, 48900.7, or 48915

Orange County School of the Arts (OCSA) regards suspensions and expulsions as a last resort. Criteria for suspension and expulsion of students shall be consistent with the California Education Code §48900, 48900.2, 48900.3, 48900.4, 48900.7, 48915. OCSA will observe fair and lawful standards of due process.

As OCSA's policy, a student suspension may only be applied with the approval of the school's principal.

The policy applies to all OCSA students, strives for impartiality, ensures all students are treated equally, and provides for due process protections.

In certain behavioral offenses consistent with OCSA policy, the principal may recommend expulsion of a student from OCSA. [OCSA's actual policy and procedures for student suspension and expulsion (specifically including the causes and the procedures for both) must be set forth with specificity and detail in this Charter. These procedures must also clearly comply with the additional requirements applicable to suspension or expulsion of students with special needs. The general references in this draft are not enough. If OCSA intends to adopt the procedures applicable to California non-charter public schools, as implied but not clearly stated by OCSA's reference to some of those provisions, the District recommends using the following format (indicated by gray highlighting) and deletion of the provisions included in OCSA's draft. If that is not OCSA's intent, the actual and specific student suspension and expulsion procedures, including but not limited to the causes therefor and addressing the special procedures for special education students, must be set forth in the Charter.]

OCSA hereby adopts the provisions of Education Code Section 48900 *et seq.* as OCSA's student discipline policy and procedure. Because certain terms used in Education Code Section 48900 *et seq.* are not directly applicable to OCSA, the following definitions and modifications are made to these provisions to make them applicable to OCSA:

1. The term "superintendent" as used in those provisions shall mean the OCSA Executive Director.
2. The terms "school" and/or "district" as used in those provisions shall mean OCSA.

3. The terms "governing board" as used in these provisions shall mean the governing board of the OCSA.

Should the Charter School use an

4. If the expulsion is heard by the administrative hearing panel, that panel it shall be made upcomposed of three impartial panel of three school administrators comprised of three school district administrators, all holding valid California Administrative Services Credentials administrative services credentials and selected by OCSA administrative staff. Of these three administrators, oneOne administrator will be invited from the student'sstudent's home district. No school district may have more than one representative on the panel.

5. It is OCSA's understanding that the Board of the Orange County Department of Education will hear appeals of expulsions from charter schools operating within Orange County, including OCSA. If the Board of the Orange County Department of Education will not hear such appeals, OCSA shall develop an appeal process that affords students due process.

If the student or family disagrees with the expulsion, they must follow written notice of the appeal with both the OCSA and the Orange County Department of Education within 30 days of the written decision of OCSA's Board of Trustees specifying one or more of the following grounds for appeal: (1) the Board of Trustees acted without or in excess of its jurisdiction, (2) there was not a fair hearing before the Board of Trustees, (3) there was a prejudicial abuse of discretion in the hearing, (4) there was relevant and material evidence, which in the exercise of reasonable diligence, could not have been produced or which was improperly excluded at the hearing.

It shall be the responsibility of the people to submit a written transcription for the review of the county Board, with the cost of the transcription borne by the people except in either of the following situations: (1) the pupil's parent or guardian certifies that he/she cannot reasonably afford the cost of the transcript because of limited income or exceptional necessary expenses or both or (2) if the county Board reverses the decision of the Board of Trustees, the Board of Trustees shall reimburse the pupil for the cost of such transcription.

In the event of a decision to expel a student, OCSA shall work cooperatively with the district of residence, county, and/or private schools to assist with the appropriate educational placement of the student who has been expelled. Any incident of violent and/or serious student behavior shall be communicated to the district/school to which the student matriculates.

If a pupil who is subject to compulsory full-time education pursuant to Education Code Section 48200 is expelled or leaves OCSA without graduating or completing the school year for any reason, OCSA shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card, and health information.

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## Suspension and Expulsion Procedures for Students with Special Needs

A student identified as an individual with disabilities or for whom OCSA has a basis of knowledge of a suspected disability pursuant to the IDEIA or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education students except when federal and state law mandates additional or different procedures. OCSA will follow Section 504, the IDEIA, and all applicable federal and state laws including but not limited to the California Education Code, as well as the District's policies, procedures, and practices, when imposing any form of discipline on a student identified as an individual with disabilities or for whom OCSA has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students. OCSA shall notify the District of the suspension of any student identified under the IDEIA (or for whom there may be a basis of knowledge of the same) or as a student with a disability under Section 504 and shall grant the District approval rights prior to the expulsion of any such student.

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## Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities

### 1. Notification of District

"OCSA shall immediately notify the District and coordinate the procedures in this policy with the District when any student with a disability, or student for whom OCSA or District would be deemed to have knowledge that the student had a disability, violates a code of student conduct, rule, or policy resulting in a suspension.

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### 2. Services During Suspension

"Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP; and receive, as appropriate, a functional behavioral assessment or functional analysis, and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

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### 3. Procedural Safeguards/Manifestation Determination

"Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, rule, or policy, OCSA, the parent, and relevant members of the IEP Team shall review all relevant information in the student's file, including the child's IEP, any teacher observations, and any relevant information provided by the parents to determine:

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(A) If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or

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(B) If the conduct in question was the direct result of the local educational agency's failure to implement the IEP.

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If OCSA, the parent, and relevant members of the IEP Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

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If OCSA, the parent, and relevant members of the IEP Team make the determination that the conduct was a manifestation of the child's disability, the IEP Team shall:

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(A) Conduct a functional behavioral assessment or a functional analysis assessment, and implement a behavioral intervention plan for such child, provided that the District had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement.

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(B) If a behavioral intervention plan has been developed, review the behavioral intervention plan, and modify it, as necessary, to address the behavior.

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(C) Except in the case of a student removed to an interim alternative educational setting, OCSA shall return the child to the placement from which the child was removed, unless the parent and OCSA agree to a change of placement as part of the modification of the behavioral intervention plan.

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If OCSA, the parent, and relevant members of the IEP team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the IEP, then the OCSA may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

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~~Orange County School of the Arts (OCSA) regards suspensions and expulsions as a last resort. Criteria for suspension and expulsion of students shall be consistent with the California Education Code §48900, 48900.2, 48900.3, 48900.4, 48900.7, 48915. OCSA will observe fair and lawful standards of due process.~~

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~~As OCSA's policy, a student suspension may only be applied with the approval of the school's principal.~~

~~In certain behavioral offenses consistent with OCSA policy, the principal may recommend expulsion of a student from OCSA. This recommendation for expulsion will be made to an impartial panel of three school administrators comprised of three school district administrators, all holding valid California Administrative Services Credentials and selected by OCSA administrative staff. Of these three administrators, one administrator will be invited from the student's home district. No school district may have more than one representative on the panel.~~

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~~This administrative panel will review all relevant information. Based on this review, the panel will determine whether expulsion from OCSA is an appropriate consequence. If the panel recommends expulsion, and the OCSA Board of Trustees votes to approve the expulsion recommendation, the student has the right of appeal to the Orange County Department of Education (OCDE).~~

~~The policy applies to all OCSA students, strives for impartiality, ensures all students are treated equally, and provides for due process protections.~~

~~An expulsion may be appealed within 30 calendar days after the OCSA governing board takes action. The parent of the affected student may appeal the decision of the OCSA governing board to the Orange County Department of Education in the event that a student is expelled by the OCSA governing board.~~



#### **Element Eleven (K) – Employee Rights, STRS, PERS and Other Retirement Coverage**

Teachers and other persons working at OCSA will retain all previously vested rights in their respective retirement systems, including but not limited to California STRS, PERS and Social Security. The OCSA board may establish retirement plans for employees that may include, but shall not be limited to, establishment of a section 401(k) plan, a 403(b) plan and/or contracting with STRS and/or PERS. ~~[This Element must be revised to specify, at a minimum, which OCSA employment positions participate in which retirement system and to designate the OCSA official who is~~Certificated employees of OCSA shall be members of and participate in the California State Teachers Retirement System (STRS). Classified employees of OCSA shall be members of and participate in the Public Employment Retirement System (PERS). The Executive Director or his/her designee shall be responsible for ensuring that appropriate arrangements for coverage have been made and are complied with.]

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#### Element Twelve (L) - Attendance Alternatives

OCSA is a school of choice. No student is required to attend. Students who do not wish to attend OCSA may attend their local school of attendance or pursue an intra/inter-district transfer in accordance with existing enrollment and transfer policies of the local education agency (school district) where they reside.

Parents or guardians who have children enrolled in the Charter School will be informed upon enrollment that the student has no right to admission to any local education agency or in a particular school of any local education agency as a consequence of enrollment in OCSA, except to the extent that such a right is extended by the local education agency.

Transportation is the parental responsibility for families who choose to attend OCSA, except as required for students with disabilities pursuant to an IEP or in compliance with the McKinney-Vento Homeless Education Assistance Act or any other transportation mandated by law.

OCSA is a Charter School and as such, a school of choice. **Students who demonstrate issues with attendance or behavior will receive interventions as described in the attached policy, Exhibit F.**

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**Element Thirteen (M) Employee Return Rights**

Employees of the District who choose to leave the employment of the District to work at OCSA shall have no rights of return to the District after employment at OCSA unless specifically granted by the District through a leave of absence or other agreement or policy of the District specified in the District's collective bargaining agreements. OCSA shall have no authority to provide for, or negotiate with OCSA's employees or employee representatives, any return rights to the District. District employees must consult with the District to determine their eligibility for leave.

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#### **Element Fourteen (N) - Dispute Resolution**

##### *Disputes between OCSA and the District*

If the District determines that a violation of the Charter or law may have occurred or a problem has arisen related to the operation of OCSA or the District's oversight obligations, or a dispute otherwise arises between the District and OCSA, the following procedures shall be followed to resolve the dispute:

- (1) Should the District determine in writing that the violation or issue in question constitutes a severe and imminent threat to the health or safety of the pupils, it shall not be bound by any portion of this dispute resolution process and may commence revocation proceedings immediately or take action as it deems necessary.
- ~~(2) In the event that the District believes that the dispute relates to an issue that could lead to revocation of the Charter, participation in the dispute resolution procedures outlined in this Element shall not be interpreted to impede or act as a pre-requisite to the District's ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations. Rather, the District may choose, in its sole discretion, to proceed directly with the revocation procedures or may choose to participate in all or part of the dispute resolution procedures set forth below.~~
- ~~(3)~~ (2) If the violation or issue in question does not constitute a severe and imminent threat ~~and the District has not decided to commence revocation procedures~~, the District will provide oral or written notification of the violation or issue. The date that this notice is orally provided or sent shall be the "Notice Date." This notice will constitute the notice required under the provisions of Education Code 47607(d) prior to revocation of a charter. Upon issuance of this notice, a meeting will be scheduled to discuss and possibly resolve the dispute. Both parties must have representatives present at this meeting and under no circumstances will the meeting be held more than ten (10) calendar days after the Notice Date. The District representative at the meeting will be the Superintendent or the Superintendent's designee, and the OCSA representative will be the OCSA Executive Director or Executive Director designee. If the dispute is not resolved at this meeting, or in ~~strict~~ accordance ~~with to the terms of~~ any ~~plan for resolution agreed upon at this~~ written agreement entered into by the parties within ten (10) calendar days of the conclusion of the meeting, the parties will proceed to step ~~43~~.

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- (43) The District may commence revocation of the Charter and/or other appropriate action in accordance with Education Code Section 47607 or applicable law.

The parties shall exchange information as necessary to avoid disputes and assist in curing disputes and shall use their best efforts to resolve disputes between them at the earliest possible time.



**Element Fifteen (O) – Public School Employer:**

OCSA will operate as a nonprofit public benefit corporation. As such, no district, particularly its legal sponsor, Santa Ana Unified School District, shall be liable for the debts or obligations of the School. OCSA shall be deemed the exclusive "public school employer" of the employees of OCSA for the purposes of the Educational Employment Relations Act (Government Code Section 3540 et seq.).

OCSA shall be nonsectarian in its programs, admissions policies, employment practices and operations. OCSA will not discriminate on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation or any other characteristic contained in the definition of hate crimes set forth in Penal Code Section 422.55, fluency in English, parent income/education level, or any other basis prohibited by law. OCSA will not charge tuition.

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#### **Element Sixteen (P) – School Closure Procedures**

The following procedures shall apply in the event the School closes. California Education Code § 47605(b) (5) (p). The following procedures apply regardless of the reason for closure. In addition to the following procedures, OCSA shall comply with all of the requirements of California Code of Regulations, Title 5, Sections 11962 and 11962.1 and any other applicable legal requirements for closure of a charter school.

The following procedures shall constitute the “Closure Protocol” and shall apply in the event the OCSA ceases to be a charter school or otherwise closes for any reason:

Any decision to close OCSA as a charter school operating pursuant to this Charter shall be documented by official action of the OCSA Charter governing board (“Closure Action”). The action will identify the reason for closure (e.g., decision not to renew as a charter school). The Closure Action shall be deemed to have been automatically made if any of the following occur: the Charter is revoked or non-renewed, the OCSA governing board votes to close OCSA, or the Charter lapses. In the event of a Closure Action, OCSA shall implement the following steps:

- A. OCSA shall identify an entity and person(s) responsible for closure-related activities.
- B. The OCSA governing board shall provide written notification to the District of the determination of the Closure Action and of the effective date of the closure as a charter school within 72 hours of the Closure Action.
- C. OCSA shall provide written notification to the home districts of the list of returning students within 72 hours of the determination of the Closure Action.
- D. OCSA shall provide written notification of the Closure Action and the effective date of closure of OCSA shall be made by OCSA to the California Department of Education and the Orange County Office of Education by registered mail within 72 hours of the Closure Action.
- E. On closure, OCSA shall remain solely responsible for all liabilities arising from the operation of the Charter School.
- F. The OCSA governing board shall ensure notification to the parents and students of OCSA of the closure and provide information to assist parents and students in locating suitable alternative programs. This notice will be provided within 72 hours of the Closure Action. The written notification shall include information on assistance in transferring each student to another appropriate school, and a process for the transfer of all student records. Parents/guardians will also be provided with student information that includes grade reports, discipline records, immunization records, and completed coursework.
- G. OCSA will provide parents, students and the receiving school districts with copies of all appropriate student records within seven calendar days from the determination of the Closure Action or within seven days of the last student

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attendance day at OCSA if OCSA is to remain open as a charter school beyond the date that a Closure Action is determined, and will otherwise assist students in transferring to other schools. All transfer of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA") 20 USC Section 1232g. OCSA will ask the District to store original records of Charter School students. If the District cannot do so, OCSA will distribute student records to the district of residence of each student with a copy to the family. Copies of employment records will be sent to former employees.

- H. As soon as is reasonably practical, but no later than 60 days after the latter of the Closure Action or the effective date of the closure, OCSA shall prepare final financial records. OCSA shall also have an independent audit completed by an independent auditor, approved in advance by the District Board, and included on the State Controller's approved list of independent auditors as soon as is reasonably practical, but in no case later than six months after closure, and provide the audit report to the District promptly upon completion. The auditor and audit shall comply with all of the requirements for OCSA's annual audit as set forth in Element 9 of this Charter. In the case that OCSA either does not pay for or have an independent audit completed within the six-month timeline, the District may, at its option, pay for an audit to be completed and subtract such payment from any funds due to the Charter School. Any costs for the audit incurred by the District shall remain a liability of OCSA until repaid in full. The final audit will delineate the disposition of all assets and liabilities. Any liability or debt incurred by OCSA shall be the responsibility of OCSA and not the District. OCSA understands and acknowledges that OCSA will cover the outstanding debts or liabilities of OCSA. Any unused monies at the time of the audit will be returned to the appropriate funding source. OCSA understands and acknowledges that only unrestricted funds will be used to pay creditors. Any unused special education related funds will be returned to the District or SELPA, as appropriate, and other categorical funds will be returned to the source of funds.
- I. For six calendar months from the latter of the Closure Action or the effective date of the closure, or until budget allows, whichever comes first, sufficient staff as deemed appropriate by the OCSA governing board will maintain employment to take care of all necessary tasks and procedures required for smooth closing of the school and student transfers.
- J. The OCSA governing board shall adopt a plan for wind-up of the School and, if necessary, the corporation, in accordance with the requirements of the Corporations Code and file all necessary filings with the appropriate state and federal agencies.
- K. In addition to the final audit, OCSA shall also submit any required year-end financial reports to the California Department of Education, the Orange County Department of Education, and the District, in the form and timeframe required.



- L. If OCSA is operated by or as a nonprofit corporation, and the corporation does not have any other functions than operation of the Charter School, the corporation will be dissolved according to its bylaws.

The corporation's Bylaws will address how assets are to be distributed at the closure of the corporation.

A copy of the corporation's bylaws containing the information on how assets are to be distributed at the closure of the corporation is to be provided to the District prior to approval of this Charter.

Notwithstanding any rule, regulation, Charter provision, corporate Bylaw or document to the contrary, on closure of the Charter School, all assets of the Charter School – including but not limited to all leaseholds, personal property, intellectual property, and all ADA apportionments and other revenues generated by students attending the Charter School – which have been determined to have been generated exclusively through state and federal apportionment funds for Charter School students, after payment of all debts and liabilities and refunds to applicable agencies, shall be distributed to a California public school. Any assets acquired from the District or District property will be promptly returned to the District upon the Charter School's closure. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted. All remaining assets of OCSA will be liquidated and all creditors will be paid first.

Upon the winding up and dissolution of the corporation, after paying or adequately providing for the debts and obligations of the corporation (including any obligations requiring the return of grant funds on the dissolution of the corporation), any capital assets, including facilities or property, purchased in whole or part with public funds will be distributed to the District. Any remaining assets of the corporation shall be distributed to either (i) such organization organized and operated exclusively for educational purposes which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, (or the corresponding provision of any future United States Internal Revenue Law), or (ii) a state or political subdivision of a state of the United States to be used exclusively for public purposes. This Closure Protocol shall survive the revocation, expiration, termination, or cancellation of this Charter or any other act or event that would end OCSA's right to operate as a charter school pursuant to this Charter or cause OCSA to cease operation. OCSA and the District agree that, due to the nature of the property and activities that are the subject of this petition, the District and public shall suffer irreparable harm should OCSA breach any obligation under this Closure Protocol. The District, therefore, shall have the right to seek equitable relief to enforce any right arising under this Closure Protocol or any provision of this Closure Protocol or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the District. Such legal relief shall include, without limitation, the seeking of a

temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.

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## Other Charter Elements

### Staff Employment

OCSA will select all School staff. No employee of Santa Ana Unified School District, or any other district, shall be required to be employed at OCSA. Any prospective employee shall be considered for employment through an open application process, and, if selected, shall enter into a contractual agreement to make their services available to OCSA. OCSA shall have the authority to terminate the position in accordance with the terms of that agreement.

OCSA employees shall have the option to join, or not to join, any collective bargaining unit they choose. OCSA is prohibited from and shall not negotiate any terms or conditions with its employees which violate or are in conflict with the terms of this Charter between the District and OCSA, and in the event of any such conflict, the terms of this Charter shall prevail.

The School may employ staff on-loan from the District. It may also employ staff on-loan from other districts in the region, subject to agreements with those districts that include return rights.

### Internal Dispute Resolution

The OCSA board of trustees will adopt policies and processes for airing and resolving disputes (other than those between Santa Ana Unified School District and OCSA relating to provisions of this charter, which are covered in Element Fourteen (N), above). Parents, students, board members, volunteers and staff at OCSA will be provided with a copy of the School's policies and dispute resolution process and will agree to work within it.

The District will refer all disputes not related to a possible violation of the Charter or law or to the operation of the Charter School or the District's oversight obligations to OCSA's principal for resolution according to OCSA's internal dispute resolution process. The District may choose to submit disputes that are related to possible violations of the Charter or law or to the operation of the Charter School or the District's oversight obligations to OCSA's principal for resolution according to OCSA's internal dispute resolution process. Should the District receive a complaint regarding OCSA that is referred to OCSA for investigation and/or resolution, OCSA shall provide the District with updates regarding OCSA's investigation and resolution of the matter at least every two weeks and upon resolution of the complaint or issue. In the event that the School's adopted policies and processes fail to resolve the dispute, Santa Ana agrees not to intervene in the dispute without the consent of the School's board unless the matter relates to a possible violation of the Charter or law or to the operation of the Charter School or the District's oversight obligations.

OCSA will operate subject to the Educational Employment Relations Act ~~and Meyers-Milias Brown Act.~~

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## **Funding**

OCSA will act as its own fiscal agent and will receive the maximum revenue provided by law. The School will meet all funding conditions and requirements imposed by city, state or federal mandates.

The school intends to receive funding directly from the State of California through the County Office of Education in accordance with applicable law. Any loan program, grant, or other funding which OCSA obtains from any source, including without limitation, the State of California, shall provide that the District shall have no liability whatsoever for OCSA's failure to pay. Future funding requests for City, CDBG, or empowerment zone funds shall be made in cooperation with the District

The OCSA Foundation may secure funding without the pre-approval of the District. OCSA intends to receive funding directly from the State of California through the Orange County Treasurer and Orange County Office of Education in accordance with applicable law.

SAUSD will cooperate with OCSA for the School to receive funding from new or "one-time" funding sources available to schools or school districts provided by the State of California in budget acts or local measures, expressly excluding general obligation bonds, if OCSA is eligible under State/District criteria. OCSA will also receive funding from related legislation to the extent that OCSA and its students generate such entitlements.

The School may accumulate financial reserves, revenues in excess of expenditures, without limitation. It may invest its reserves according to OCSA board policies.

OCSA shall pay an annual oversight fee to the District up to any maximum permitted by law (currently described and limited in Education Code Section 47613). OCSA acknowledges that the District's actual costs in conducting its oversight obligations will meet or exceed the maximum percentage permitted by law and the District shall not be required to submit documentation of its actual oversight costs.

The School will purchase and maintain, as set forth in this Charter, general liability, automotive liability, errors and omissions, property, workers compensation, and unemployment insurance policies, either as part of the District's insurance program or another insurance program of the School's selection at limits set forth in this Charter.

No funds from this Charter may be transferred or used to start a new charter in another district without the prior approval of the District Board of Education.

OCSA will specifically state the policy regarding the Extra-curricular Parent Funding Model. Full disclosure of the following information will be made to parents and prospective students prior to enrollment:

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- a. Corporate donors to OCSA and/or the OCSA Foundation that have committed through donations and grants to support the OCSA conservatory through the new school year
- b. All money raised and/or donated as part of the parent funding contract is to be included in the Conservatory budget
- c. The average amount of the voluntary commitment of donations or fundraising activities
- d. Availability of student sponsorship through the OCSA Foundation
- e. Participation in and commitment to the Parent Funding Model is strictly voluntary

#### **External Grants**

OCSA may apply for and participate in externally funded projects, public or private. The District will support and help the School in applying for externally funded projects. Likewise, the School will help and support the District in applying for externally funded projects when the District deems it appropriate. When mutually agreeable, the two will collaborate on such grants. In any case, each will inform the other when one makes such a grant application that, if granted, may be shared with, benefit or materially affect the other.

#### **Legal Status and Liability**

OCSA will operate as a nonprofit public benefit corporation. As such, no district, particularly its legal sponsor, Santa Ana Unified School District, shall be liable for the debts or obligations of the School, or for claims arising from the performance of acts, errors, or omissions by the School.

#### **Indemnification**

With the exception of the District's indemnification obligations related to the District's provisions of special education services as specifically described in this Charter's discussion of Special Education Services/Section 504, above, to the fullest extent permitted by law, OCSA agrees to promptly, fully and completely indemnify, defend through counsel reasonably acceptable to Santa Ana Unified School District and hold harmless the Santa Ana Unified School District, the Santa Ana Unified School District's Board of Trustees, and each of their members, officers, Board appointed groups, committees, boards, and any other Board appointed body, and administrators, employees and attorneys, agents, representatives, volunteers, successors, and assigns ("Indemnitees") from and against any and all claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, or liabilities of whatever nature or kind, including, but not limited to, attorney's fees and litigation costs, that in any way arise out of or relate to any actual or alleged act or omission on the part of OCSA, and/or on the part of the board of directors, officers, board appointed groups, committees, boards, and any other OCSA appointed body, and administrators, employees, attorneys, agents, representatives, volunteers,

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subcontractors, invitees, successors, and/or assigns of OCSA in any way related to the performance of and/or to the failure to perform in whole or in part any obligation under this Charter and/or in any way related to the operation or operations of OCSA or of any other facility, program, or activity. The obligations of OCSA to defend the Santa Ana Unified School District and the other Indemnitees identified herein is not contingent upon there being an acknowledgement of or a determination of the merit of any claim, demand, action, cause of action, or suit, and those obligations will be deemed to be triggered immediately upon the assertion of any claim, demands, actions, cause of action, or suit within the scope of this paragraph. However, nothing in this paragraph shall be constructed to obligate OCSA to indemnify Indemnitees for any claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, or liabilities resulting from an Indemnitee's sole negligence, from an Indemnitee's active negligence, or from an Indemnitee's willful misconduct where such sole negligence, active negligence, or willful misconduct has been adjudged by the final and binding findings of a court of competent jurisdiction; except, in instances where the active negligence or willful misconduct of an Indemnitee accounts for only part of the loss(es) involved, the indemnity obligations of OCSA shall be for that portion of the loss(es) not due to the active negligence or the willful misconduct of such Indemnitees.

OCSA further specifies that its indemnification, defense, and hold harmless obligations pursuant to this Charter extend to indemnify, defend, and hold the Indemnitees harmless from any and all financial obligations in the event of an unbalanced budget.

OCSA's obligation to indemnify, defend, and hold harmless the Indemnitees, as set forth in this section of the Charter, shall survive the revocation, expiration, termination, or cancellation of this Charter or any other act or event that would end OCSA's right to operate as a charter school pursuant to this Charter or cause OCSA to cease operations.

Pursuant to Education Code Section 47604(c), an entity that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school, or for claims arising from the performance of acts, errors, or omissions by the charter school, if the authorizing entity has complied with all oversight responsibilities required by law. OCSA shall at all times be operated by or as a nonprofit public benefit corporation and shall provide to the District proof of its federal and state tax exempt status on or before July 1 following approval of this Charter. Further, OCSA shall work diligently to assist the District in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other District-requested protocol(s) to ensure the District shall not be liable for the operation of the Charter School. Nothing in this paragraph shall serve to reduce or excuse OCSA's obligations to obtain and maintain the insurance required by this Charter and/or its obligation to indemnify, defend, and hold harmless the Indemnitees, as set forth in this Charter.

### **Insurance**

OCSA shall purchase and maintain in full force and effect at all times during the term of this Charter insurance in amounts and types and subject to the terms approved by the Santa Ana Unified School District's risk manager and as specified below. OCSA's obligations to acquire and maintain insurance as provided in this section of the Charter shall survive the revocation,

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expiration, termination, or cancellation of this Charter or any other act or event that would end OCSA's right to operate as a charter school pursuant to this Charter or cause OCSA to cease operations until OCSA has fully complied with the Closure Protocol set forth in this Charter and any additional closure procedures required by law, regulation, or required by the California Department of Education.

Without limiting this Charter and/or the defense, indemnity, and hold-harmless obligations of OCSA, throughout the life of the Charter, OCSA shall obtain, pay for, and maintain in full force and effect insurance policies issued by an insurer or insurers admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A or A-VII" by A.M. Best Insurance Rating Guide, or, in the case of self-insurance, with a California Joint Powers Authority, a memorandum or memoranda of coverage providing coverage as follows:

COMMERCIAL GENERAL LIABILITY insurance and/or coverage, which shall include coverage for: "bodily injury", "property damage", "advertising injury", and "personal injury", including, but not limited to, coverage for products and completed operations, sexual abuse/molestation, and sexual harassment with combined single limits of not less than \$5,000,000 per occurrence and \$10,000,000 in the aggregate. Additionally, Excess Liability coverage shall be procured in the amount of \$20,000,000 per occurrence.

COMMERCIAL AUTO LIABILITY insurance and/or coverage, which shall include coverage for owned, non-owned, and hired autos, with bodily injury and property damage liability limits not less than \$5,000,000 per person and per occurrence.

WORKER'S COMPENSATION insurance and/or coverage, as required by applicable law, with not less than statutory limits.

PROPERTY insurance and/or coverage, which shall include: (a) coverage for real property on an "all risk" basis with full replacement cost coverage and code upgrade coverage, (b) Fire Legal Liability, to protect against liability for portions of premises leased or rented, and (c) Business Personal Property, to protect on a Broad Form, named peril basis, for all furniture, equipment and supplies of OCSA. If any Santa Ana Unified School District property is leased, rented or borrowed, it shall also be insured by OCSA in the same manner as (a), (b), and (c) above.

PROFESSIONAL LIABILITY insurance and/or coverage, in an amount not less than \$1,000,000 per "claim" with an aggregate policy limit of \$20,000,000. This Professional Liability insurance and/or coverage must be "claims made" and not "claims made and reported."

All of the insurance and/or coverage required by the foregoing provisions of this Charter shall: (a) be endorsed to name the Santa Ana Unified School District and its Board of Trustees, Board members, officers, Board appointed groups, committees, boards, and any other Board appointed body, and administrators, employees and attorneys, agents, representatives, volunteers, successors, and assigns (collectively hereinafter the "Santa Ana Unified School District and the Santa Ana Unified School District Personnel") as additional insureds; (b) shall insure Santa Ana

Unified School District and Santa Ana Unified School District Personnel to the same extent as OCSA; (c) shall be primary insurance, and any insurance and/or self-insurance or coverage maintained by the Santa Ana Unified School District and/or by the Santa Ana Unified School District Personnel shall be in excess of OCSA's insurance and/or coverage required by the foregoing provisions of this Charter and shall not contribute with the primary insurance and/or coverage to be provided by OCSA; (d) shall be on an "occurrence" basis rather than a "claims made" basis, excepting only educators' legal liability and errors and omissions insurance and/or coverage, which shall be on a "claims made" basis; and (e) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of liability set forth in the applicable policy or memorandum of coverage.

Each policy of insurance and/or memorandum of coverage required by the foregoing provisions of this Charter shall be endorsed to state that coverage shall not be suspended, rescinded, voided, cancelled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, without thirty (30) days' prior written notice thereof given by the insurer to the Santa Ana Unified School District by U.S. Mail, certified, or by personal delivery. In addition to such notice provided to the Santa Ana Unified School District by the insurer, OCSA shall also provide the Santa Ana Unified School District with thirty (30) days' prior written notice, by certified mail, return receipt requested, of the suspension, recession, voiding, cancellation, reduction in coverage or limits, non-renewal, or material change for any reason, of any policy of insurance or memorandum of coverage required by the foregoing provisions of this Charter. If at any time any policy of insurance or memorandum of coverage required by the foregoing provisions of this Charter is suspended, rescinded, voided, canceled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, Santa Ana Unified shall cease operations until such policy of insurance and/or memorandum of coverage is restored, and if the required insurance and/or coverage is not restored within two (2) business days, the Charter shall be subject to revocation pursuant Education Code Section 47607 and/or shall become void at the Santa Ana Unified School District's option.

The acceptance by the Santa Ana Unified School District of the insurance and/or coverage required by the foregoing provisions of this Charter shall in no way limit the liability or responsibility of OCSA or of any insurer or joint powers authority to the Santa Ana Unified School District.

Each policy of insurance and/or memorandum of coverage required by the foregoing provisions of this Charter shall be endorsed to state that all rights of subrogation against the Santa Ana Unified School District and/or the Santa Ana Unified School District Personnel are waived.

OCSA shall provide to the Santa Ana Unified School District duplicate originals of each policy of insurance and/or each memorandum of coverage required by the foregoing provisions of this Charter, including all declarations, forms, and endorsements, which shall be received and approved by the Santa Ana Unified School District within thirty (30) days of the approval of this Charter and by July 1 and January 7 of each year thereafter, and at any other time that a policy of insurance and/or memorandum of coverage is changed and at any other time a request is made by the District for such documents. The duplicate originals and original endorsements required by this provision shall be signed by a person authorized by the insurer and/or joint powers authority to bind coverage on its behalf. The procuring of such insurance and/or coverage or the delivery

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of duplicate originals and endorsements evidencing the same shall in no way be construed as a limitation of the obligation(s) of OCSA to defend, indemnify, and hold harmless the Santa Ana Unified School District and the Santa Ana Unified School District Personnel.

The limits of liability applicable to the policies of insurance and/or memoranda of coverage required by the foregoing provisions of this Charter shall not reduce or limit the obligation(s) of OCSA to defend, indemnify, and hold harmless the Santa Ana Unified School District and the Santa Ana Unified School District Personnel.

The limits of liability applicable to the policies of liability insurance and/or memoranda of coverage in place of liability insurance required by the foregoing provisions of this Charter shall not be reduced by or apply to defense costs or attorney s fees incurred to defend against covered claims.

Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverages required by the foregoing provisions of this Charter must be declared to and approved by the Santa Ana Unified School District.

OCSA shall promptly respond to all inquiries from the Santa Ana Unified School District regarding any claims against OCSA and/or any obligation of OCSA under the foregoing provisions of this Charter.

Additionally, OCSA shall, at all times, maintain a funds balance (reserve) of its expenditures as suggested by Section 15450, Title 5 of the California Code of Regulations.

### **School Facilities**

The District agrees that OCSA shall acquire property for OCSA facilities. As a public charter school, incorporated as a public benefit corporation in the State of California, OCSA shall assume any and all liability attendant to the use of the aforementioned property and shall hold the District harmless.

### **Business and Operations Management**

OCSA shall at all times maintain its own set of financial records, distinct from any other school(s) that may be operated by or related to OCSA including, but not limited to, any additional or new charter schools that may be approved after the effective date of this Charter. OCSA shall also maintain its own separate and distinct bank account(s), and OCSA's funds shall not be commingled in a joint bank account with the funds of any other school(s) and shall be kept physically separate from the funds of any other school(s).

At all times OCSA shall submit financial reports for OCSA as a distinct LEA and have audits performed on the financial statements of OCSA. In areas where overlap in purchasing or resource allocation might occur between Orange County School of the Arts and any other school(s) or entities that might be operated by or associated with the OCSA corporation, OCSA

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shall develop and provide to the District Financial Policies and Procedures describing how allocations will occur between distinct LEAs and entities. In no event shall OCSA develop or revise such Financial Policies and Procedures or its practices in any manner which would be inconsistent or in conflict with the terms of this Charter and/or any MOU or other agreement between OCSA and the District.

Should the OCSA corporate entity obtain approval of or otherwise open another charter school or any other entity in addition to the Orange County School of the Arts, prior to such other school/entity commencing operation and prior to the commencement of each fiscal year thereafter, OCSA shall provide to the District a calculation of all costs projected to be shared between OCSA and any other OCSA operated school(s)entity(ies), including the factual and fiscal basis on which the projected cost share has been calculated. Should there be a significant deviation from the projections during the fiscal year, OCSA shall immediately provide the District with an updated calculation, including the factual and fiscal basis for the revisions. Any shared costs shall be clearly accounted for in OCSA's financial records and reviewed as part of OCSA's annual fiscal audit.

#### **Information Exchange**

OCSA agrees to permit the District to inspect and receive copies of all records relating to the operation of OCSA, including financial, personnel, and pupil records. OCSA shall promptly comply with all such reasonable written requests. The records of the School are public records under the California Public Records Act ("CPRA"), however, the District's right to inspect and receive OCSA records is not based on the CPRA, but is based on the District's oversight role over OCSA. In a similar fashion, the District agrees to permit OCSA to inspect and receive copies of all public records of the District.

#### **Inspections**

The District may inspect or observe any part of OCSA at any time, but shall endeavor to provide reasonable notice to the OCSA staff prior to any observation or inspection, except those related to students with exceptional needs, unless inspection without prior notice is determined by the District Superintendent or designee to be necessary or appropriate in order to maintain the health, safety or welfare of students, employees, members of the public, or otherwise to comply with the District's oversight obligations. Inspection, observation, monitoring, and oversight activities may not be assigned or subcontracted to a third party by the District without the mutual consent of the governing board of OCSA, except with respect to persons or entities with whom District may contract for the provisions of services to students with exceptional needs.

#### **Term**

OCSA may submit a request for renewal of its Charter between October 1, 2019 and January 31, 2020, unless otherwise agreed with the District, which timing the parties agree will provide adequate information regarding OCSA's performance during the current term, specifically including increases in pupil academic achievement, while also providing adequate time for the

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consideration of and action on the renewal request. OCSA understands and agrees that only after all renewal documentation, specifically including formal documentation of compliance with the applicable academic performance requirements (from a source such as CDE, not created internally by OCSA) and the documents specified below, has been submitted to the District Office, receipt of the Charter renewal will be placed on the next regular or special District Board meeting agenda for which meeting the agenda deadline has not passed, and such receipt by the District Governing Board shall commence the timelines for action on the renewal request. OCSA further acknowledges that District Governing Board agenda deadlines are generally at least three weeks prior to the Board meeting, and understands that receipt of the renewal request will be placed on a Board agenda in accordance with the District's normal agenda deadline requirements, and OCSA may obtain specific agenda deadline information promptly from the District Superintendent or designee prior to submittal.

Any renewal request shall include all of the following materials:

1. At least 12 hard copies (in notebooks or otherwise bound) of the entire renewal Charter, with the entire document (including any appendices, exhibits, or attachments) sequentially numbered from the first through the last page (including any appendices, exhibits, or attachments), and also including a table of contents which includes references to all appendices/exhibits/attachments;
2. A redline comparing the renewal Charter to the current Charter included in each notebook;
3. An electronic (Word) version of both the clean and redline versions of the renewal Charter.

The renewal process shall be governed by the provisions of Education Code Section 47607 or the provisions of law that may supersede, modify, amend, or succeed that provision. Each renewal of the Charter shall be for the time period specified by law applicable at the time of the renewal.

### **Debts and Obligations**

OCSA shall be solely responsible for all costs and expenses related to this Charter and its operation, including, but not limited to, costs of insurance, reserves, staff and operations.

OCSA shall have no authority to enter contracts for or on behalf of the District. Any contracts, purchase orders, or other documents which are not approved or ratified by the District Governing Board as required by law, including, but not limited to, Education Code Section 17604, shall be unenforceable against the District and shall be OCSA's sole responsibility.

OCSA shall require that the following language is included in any and all contracts it enters into:

The Orange County School of the Arts shall have no authority to enter contracts for or on behalf of the Santa Ana Unified School District. Any contracts, purchase orders, or other documents which are not approved or

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ratified by the Santa Ana Unified School District Governing Board as required by law, including, but not limited to, Education Code Section 17604, shall be unenforceable against the Santa Ana Unified School District and shall be the Orange County School of the Arts' sole responsibility.

**Attachments, Exhibits, and Appendices**

All of the attachments, exhibits, and appendices to this Charter are hereby incorporated herein and made a part hereof by this reference.

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## **EXHIBIT "A"**

### **Coordinator of Special Education Orange County School of the Arts**

#### **Basic Function:**

Provide leadership for special education support services at Orange County School of the Arts ("OCSA"); assign and evaluate support staff and administer the implementation of services according to current state and federal laws, and District policies and procedures; provide coordination, program development, and evaluation, serve as the liaison with the Santa Ana Unified School District's ("District") special education department regarding all matters relating to special education services for OCSA students. The Coordinator of Special Education for OCSA will serve under the direction of the Assistant Superintendent of Pupil Personnel Services for the District, or his/her designee.

#### **Representative Duties:**

Supervise assigned employees; provide technical direction and guidance; provide required supervision to support staff personnel for licensure and certification of clinical competency. Conduct observations, conferences and evaluations of support staff; monitor implementation of pupils' Individualized Education Programs through classroom observations, consultation with staff, and review of documentation. Identify training needs for support staff and provide for and conduct training. Direct and monitor record keeping performed by staff for required data and ongoing evaluation of program effectiveness. Organize and coordinate the preparation of District and site Coordinated Compliance Reviews of Special Education performed by the California State Department of Education; monitor legal maintenance of records and prepare required reports. Meet with teachers regarding program planning for individual students (e.g., additional intervention strategies, behavioral concerns, inclusion of students in the least restrictive environment, etc.). Serve as liaison with the District's special education department regarding expulsions and suspensions of special education pupils. Coordinate the child find effort for evaluations of students not currently identified as students with disabilities attending OCSA. Respond to questions and concerns regarding support services from parents, community, site administrators, and District administrators. Perform related duties as assigned and/or necessary and appropriate in order to assure OCSA's compliance with state and federal law and District special education policies and procedures.

#### **Knowledge and Abilities:**

##### **Knowledge of:**

- Applicable sections of State Education Codes, including eligibility criteria for special education
- State and federal laws regarding identification and placement process, including alternative assessments and alternative service delivery models

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- ~~School District organization, operations, objectives and procedures for identification and placement of students in special education~~
- ~~Statistical methods and principles~~
- ~~Rights and due process of special education students~~
- ~~Principles and practices of administration, supervision, and training~~
- ~~Record keeping techniques~~
- ~~City and community cultures~~
- ~~Student needs of differing socioeconomic and ethnic backgrounds~~
- ~~Technology~~
- ~~State standards and assessments~~
- ~~Social, cultural, and linguistic diversity of District, city and community~~

Ability To:

- ~~Organize and coordinate~~
- ~~Work cooperatively with others~~
- ~~Communicate effectively both orally and in writing~~
- ~~Plan and supervise work~~
- ~~Train and supervise personnel~~
- ~~Provide adequate clinical supervision of, and certify staff according to professional regulations and procedures~~
- ~~Maintain records and prepare reports~~
- ~~Work confidentially and with discretion~~
- ~~Perform statistical calculations~~
- ~~Maintain appropriate staff relationships~~
- ~~Work effectively with administrators, staff, parents and community and in multicultural and bilingual environments~~
- ~~Effectively interpret and analyze data and/or assessments~~

- ~~Perform the essential functions of the job, either with or without reasonable accommodations~~

**Education and Experience:**

~~A Master's degree in counseling, psychology, or communicative disorders and at least five years experience in special education as support staff.~~

**Licenses and Other Requirements:**

~~Required to have all of the following:~~

- ~~California Administrative credential~~
- ~~Pupil Personnel Services credential (authorizing service as a school psychologist) or Communicative Disorders credential~~
- ~~Valid California driver's license~~
- ~~Biliterate (English/Spanish) desirable~~

**Working Conditions:**

**Environment:**

~~Indoor environment~~

~~Driving 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 to drive a vehicle~~

~~Sitting or standing for extended periods of time~~

~~Bending at the waist, kneeling or crouching to file materials~~

~~Lifting or moving objects, normally not exceeding 20 pounds~~

~~Reasonable accommodation will be made to enable a person with a disability to perform the essential functions of the job.~~

## Appendix 1

### § 15497. Local Control and Accountability Plan and Annual Update Template.

#### Introduction:

LEA: Orange County School of the Arts Contact (Name, Title, Email, Phone Number): Benjamin Wolf, Principal. Benjamin.wolf@ocsarts.net 714-560-0900  
LCAP Year: 2014-2015

#### Local Control and Accountability Plan and Annual Update Template

*The Local Control and Accountability Plan (LCAP) and annual update template shall be used to provide details regarding local educational agencies' (LEAs) actions and expenditures to support pupil outcomes and overall performance pursuant to Education Code sections 52060, 52066, 47605, 47605.5, and 47606.5.*

*For school districts, pursuant to Education Code section 52060, the LCAP must describe, for the school district and each school within the district, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities and any locally identified priorities.*

*For county offices of education, pursuant to Education Code section 52066, the LCAP must describe, for each county office of education-operated school and program, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, who are funded through the county office of education Local Control Funding Formula as identified in Education Code section 2574 (pupils attending juvenile court schools, on probation or parole, or mandatorily expelled) for each of the state priorities and any locally identified priorities. School districts and county offices of education may additionally coordinate and describe in their LCAPs services provided to pupils funded by a school district but attending county-operated schools and programs, including special education programs.*

*Charter schools, pursuant to Education Code sections 47605, 47605.5, and 47606.5, must describe goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities as applicable and any locally identified priorities. For charter schools, the inclusion and description of goals for state priorities in the LCAP may be modified to meet the grade levels served and the nature of the programs provided, including modifications to reflect only the statutory requirements explicitly applicable to charter schools in the Education Code.*

*The LCAP is intended to be a comprehensive planning tool. LEAs may reference and describe actions and expenditures in other plans and funded by a variety of other fund sources when detailing goals, actions, and expenditures related to the state and local priorities. LCAPs must be consistent with school plans submitted pursuant to Education Code section 64001. The information contained in the LCAP, or annual update, may be supplemented by information contained in other plans (including the LEA plan pursuant to Section 1112 of Subpart 1 of Part A of Title I of Public Law 107-110) that are incorporated or referenced as relevant in this document.*

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For each section of the template, LEAs should comply with instructions and use the guiding questions as prompts (but not limits) for completing the information as required by statute. Guiding questions do not require separate narrative responses. Data referenced in the LCAP must be consistent with the school accountability report card where appropriate. LEAs may resize pages or attach additional pages as necessary to facilitate completion of the LCAP.

### State Priorities

The state priorities listed in Education Code sections 52060 and 52066 can be categorized as specified below for planning purposes, however, school districts and county offices of education must address each of the state priorities in their LCAP. Charter schools must address the priorities in Education Code section 52060(d) that apply to the grade levels served, or the nature of the program operated, by the charter school.

#### A. Conditions of Learning:

**Basic:** degree to which teachers are appropriately assigned pursuant to Education Code section 44258.9, and fully credentialed in the subject areas and for the pupils they are teaching; pupils have access to standards-aligned instructional materials pursuant to Education Code section 60119; and school facilities are maintained in good repair pursuant to Education Code section 17002(d). (Priority 1)

**Implementation of State Standards:** implementation of academic content and performance standards adopted by the state board for all pupils, including English learners. (Priority 2)

**Course access:** pupil enrollment in a broad course of study that includes all of the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Section 51220, as applicable. (Priority 7)

**Expelled pupils (for county offices of education only):** coordination of instruction of expelled pupils pursuant to Education Code section 48926. (Priority 9)

**Foster youth (for county offices of education only):** coordination of services, including working with the county child welfare agency to share information, responding to the needs of the juvenile court system, and ensuring transfer of health and education records. (Priority 10)

#### B. Pupil Outcomes:

**Pupil achievement:** performance on standardized tests, score on Academic Performance Index, share of pupils that are college and career ready, share of English learners that become English proficient, English learner reclassification rate, share of pupils that pass Advanced Placement exams with 3 or higher, share of pupils determined prepared for college by the Early Assessment Program. (Priority 4)

**Other pupil outcomes:** pupil outcomes in the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Education Code section 51220, as applicable. (Priority 8)



**C. Engagement:**

**Parent involvement:** efforts to seek parent input in decision making, promotion of parent participation in programs for unduplicated pupils and special need subgroups. (Priority 3)

**Pupil engagement:** school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, high school graduations rates. (Priority 5)

**School climate:** pupil suspension rates, pupil expulsion rates, other local measures including surveys of pupils, parents and teachers on the sense of safety and school connectedness. (Priority 6)

**Section 1: Stakeholder Engagement**

Meaningful engagement of parents, pupils, and other stakeholders, including those representing the subgroups identified in Education Code section 52052, is critical to the LCAP and budget process. Education Code sections 52062 and 52063 specify the minimum requirements for school districts; Education Code sections 52068 and 52069 specify the minimum requirements for county offices of education, and Education Code section 47606.5 specifies the minimum requirements for charter schools. In addition, Education Code section 48985 specifies the requirements for translation of documents.

**Instructions:** Describe the process used to engage parents, pupils, and the community and how this engagement contributed to development of the LCAP or annual update. Note that the LEA's goals related to the state priority of parental involvement are to be described separately in Section 2, and the related actions and expenditures are to be described in Section 3.

**Guiding Questions:**

- 1) How have parents, community members, pupils, local bargaining units, and other stakeholders (e.g., LEA personnel, county child welfare agencies, county office of education foster youth services programs, court-appointed special advocates, foster youth, foster parents, education rights holders and other foster youth stakeholders, English learner parents, community organizations representing English learners, and others as appropriate) been engaged and involved in developing, reviewing, and supporting implementation of the LCAP?
- 2) How have stakeholders been included in the LEA's process in a timely manner to allow for engagement in the development of the LCAP?
- 3) What information (e.g., quantitative and qualitative data/metrics) was made available to stakeholders related to the state priorities and used by the LEA to inform the LCAP goal setting process?
- 4) What changes, if any, were made in the LCAP prior to adoption as a result of written comments or other feedback received by the LEA through any of the LEA's engagement processes?

- 5) What specific actions were taken to meet statutory requirements for stakeholder engagement pursuant to Education Code sections 52062, 52068, and 47606.5, including engagement with representative parents of pupils identified in Education Code section 42238.01?
- 6) In the annual update, how has the involvement of these stakeholders supported improved outcomes for pupils related to the state priorities?

Involvement Process	Impact on LCAP
<p>Throughout the 2013-2014 school year, the Orange County School of the Arts engaged in learning about the Local Control Funding Formula (LCFF) and familiarizing staff with requirements for developing a Local Control Accountability Plan (LCAP).</p> <p>As a school, two way communication about the LCAP was accomplished in the following manner:</p> <ul style="list-style-type: none"> <li>• A Power Point presentation that included information about this process as well as the State's 8 priorities was presented to stakeholder groups including teachers, parents and the School Board.</li> <li>• Stakeholder groups were consulted throughout the year on suggested spending priorities.</li> <li>• The school's Curriculum Team and Department Facilitators worked with the school administration throughout the year on the plan.</li> </ul>	<p>In response to the described process, the school crafted the following three (3) goals to be used in the design of the LCAP:</p> <ul style="list-style-type: none"> <li>• Goal #1: Ensure all students master their learning objectives, both in the form of State Standards as well as those determined by the school.</li> <li>• Goal #2: Ensure access to rigorous and relevant learning tools, resources and skills for all staff and students.</li> <li>• Goal #3: Cultivate a positive school culture and system of supports for student personal and academic growth.</li> </ul> <p>Discussion of these 3 goals further led to the indicators, spending priorities and programmatic details described in Sections 2 and 3 of the LCAP.</p>

## **Section 2: Goals and Progress Indicators**

*For school districts, Education Code sections 52060 and 52061, for county offices of education, Education Code sections 52066 and 52067, and for charter schools, Education Code section 47606.5 require(s) the LCAP to include a description of the annual goals, for all pupils and each subgroup of pupils, for each state priority and any local priorities and require the annual update to include a review of progress towards the goals and describe any changes to the goals.*

**Instructions:** Describe annual goals and expected and actual progress toward meeting goals. This section must include specifics projected for the applicable term of the LCAP, and in each annual update year, a review of progress made in the past fiscal year based on an identified metric. Charter schools may adjust the chart below to align with the term of the charter school's budget that is submitted to the school's authorizer pursuant to Education Code section 47604.33. The metrics may be quantitative or qualitative, although LEAs must, at minimum, use the specific metrics that statute explicitly references as required elements for measuring progress within a particular state priority area. Goals must address each of the state priorities and any additional local priorities; however, one goal may address multiple priorities. The LEA may identify which school sites and subgroups have the same goals, and group and describe those goals together. The LEA may also indicate those goals that are not applicable to a specific subgroup or school site. The goals must reflect outcomes for all pupils and include specific goals for school sites and specific subgroups, including pupils with disabilities, both at the LEA level and, where applicable, at the school site level. To facilitate alignment between the LCAP and school plans, the LCAP shall identify and incorporate school-specific goals related to the state and local priorities from the school plans submitted pursuant to Education Code section 64001. Furthermore, the LCAP should be shared with, and input requested from, school site-level advisory groups (e.g., school site councils, English Learner Advisory Councils, pupil advisory groups, etc.) to facilitate alignment between school-site and district-level goals and actions. An LEA may incorporate or reference actions described in other plans that are being undertaken to meet the goal.

### **Guiding Questions:**

- 1) What are the LEA's goal(s) to address state priorities related to "Conditions of Learning"?
- 2) What are the LEA's goal(s) to address state priorities related to "Pupil Outcomes"?
- 3) What are the LEA's goal(s) to address state priorities related to "Engagement" (e.g., pupil and parent)?
- 4) What are the LEA's goal(s) to address locally-identified priorities?
- 5) How have the unique needs of individual school sites been evaluated to inform the development of meaningful district and/or individual school site goals (e.g., input from site level advisory groups, staff, parents, community, pupils; review of school level plans; in-depth school level data analysis, etc.)?

- 6) What are the unique goals for subgroups as defined in Education Code sections 42238.01 and 52052 that are different from the LEA's goals for all pupils?
- 7) What are the specific predicted outcomes/metrics/noticeable changes associated with each of the goals annually and over the term of the LCAP?
- 8) What information (e.g., quantitative and qualitative data/metrics) was considered/reviewed to develop goals to address each state or local priority and/or to review progress toward goals in the annual update?
- 9) What information was considered/reviewed for individual school sites?
- 10) What information was considered/reviewed for subgroups identified in Education Code section 52052?
- 11) In the annual update, what changes/progress have been realized and how do these compare to changes/progress predicted? What modifications are being made to the LCAP as a result of this comparison?



Identified Need and Metric	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups	School(s) Affected		LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
OCSA Goal #1: Ensure all students master their learning objectives, both in the form of State Standards as well as those determined by the school								
<b>Metric:</b> Increase % of students scoring proficient or advanced on SBAC. Baseline to be established in 14-15.	OCSA Goal #1: Ensure all students master their learning objectives, both in the form of State Standards as well as those determined by the school.	All	OCSA	Yearly	Establish baseline data for ELA and Math SBAC assessment	Increase SBAC scores in ELA by 77% or maintain SBAC proficiency at the top 10% of CA High Schools.  Increase SBAC scores in Math by 77% or maintain SBAC proficiency at the top 10% of CA High Schools	Increase SBAC scores in ELA by 77% or maintain SBAC proficiency at the top 10% of CA High Schools.  Increase SBAC scores in Math by 77% or maintain SBAC proficiency at the top 10% of CA High Schools	<b>Priority 4</b> Pupil Achievement

Identified Need and Metric	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups	School(s) Affected		LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
<b>Metric:</b> Increase % of students scoring proficient or advanced on common assessments for PLC's	OCSA Goal #1: Ensure all students master their learning objectives, both in the form of State Standards as well as those determined by the school	All	OCSA	Each Semester	Establish baseline database and continue to create common assessments in core academic subjects	Increase % of students scoring proficient or advanced by 5% or maintain level above 75%	Increase % of students scoring proficient or advanced by 5% or maintain level above 75%	<b>Priority 4</b> Pupil Achievement
<b>Metric:</b> Maintain CAHSEE pass rates at or above 95%	OCSA Goal #1: Ensure all students master their learning objectives, both in the form of State Standards as well as those determined by the school	All	OCSA	Yearly	Maintain current high level of passing percentage.	Maintain current high level of passing percentage	Maintain current high level of passing percentage	<b>Priority 4</b> Pupil Achievement  <b>Priority 8</b> Other Pupil Outcomes

Identified Need and Metric	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups	School(s) Affected		LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
<b>Metric:</b> Maintain Advanced Placement (AP) enrollment at or above 50% and increase AP pass rates	OCSA Goal #1: Ensure all students master their learning objectives, both in the form of State Standards as well as those determined by the school	All	OCSA	Yearly	Increase AP pass rates by 1% in each course annually	Increase AP pass rates by 1% in each course annually	Increase AP pass rates by 1% in each course annually	<b>Priority 4</b> Pupil Achievement  <b>Priority 7</b> Course Access
<b>Metric:</b> Implement the CCSS for all students	OCSA Goal #1: Ensure all students master their learning objectives, both in the form of State Standards as well as those determined by the school	All	OCSA	Yearly	Provide training and materials for ELA and Math teachers.	Provide training and materials for ELA and Math teachers	Provide training and materials for ELA and Math teachers	<b>Priority 2</b> Implementation of State Standards

Identified Need and Metric	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups	School(s) Affected		LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
OCSA Goal #2: Ensure access to rigorous and relevant learning tools, resources and skills for all staff and students.								
<b>Metric:</b> Students have increased access to technology	OCSA Goal #2: Ensure access to rigorous and relevant learning tools, resources and skills for all staff and students.	All	OCSA	Yearly	Increase # of computers/ tablets until classes can access them at any time.	Increase # of computers/ tablets until classes can access them at any time.	Increase # of computers/ tablets until classes can access them at any time.	<b>Priority 1</b> Basic  <b>Priority 4</b> Pupil Achievement
<b>Metric:</b> Students continue to have access to text books and relevant learning materials	OCSA Goal #2: Ensure access to rigorous and relevant learning tools, resources and skills for all staff and students.	All	OCSA	Yearly	All students will continue to have access to textbooks and materials. Materials will be reviewed and updated as necessary.	All students will continue to have access to textbooks and materials. Materials will be reviewed and updated as necessary.	All students will continue to have access to textbooks and materials. Materials will be reviewed and updated as necessary.	

Identified Need and Metric	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups	School(s) Affected		LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
OCSA Goal #3: Cultivate a positive school culture and system of supports for student personal and academic growth								
Metric: Maintain high graduation rates.	OCSA Goal #3: Cultivate a positive school culture and system of supports for student personal and academic growth.	All	OCSA	Yearly	Continue to maintain near perfect graduation rate.	Continue to maintain near perfect graduation rate.	Continue to maintain near perfect graduation rate.	Priority 5 Pupil Engagement.
Metric: Decrease % of students chronically absent.	OCSA Goal #3: Cultivate a positive school culture and system of supports for student personal and academic growth.	All	OCSA	6 Week grading periods	Reduce # of students who are chronically absent + total number of absences.	Reduce # of students who are chronically absent + total number of absences.	Reduce # of students who are chronically absent + total number of absences.	Priority 5 Pupil Engagement.

Identified Need and Metric	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups	School(s) Affected		LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
Metric: Increase time spent supporting students' academic as well as social-emotional needs	OCSA Goal #3: Cultivate a positive school culture and system of supports for student personal and academic growth.	All	OCSA	Semester	Student/counselor ration will decrease by 20%. Middle school students will have separate support.	Maintain counselor time spent predominantly on students.	Maintain counselor time spent predominantly on students	Priority 5 Pupil Engagement  Priority 6 School Climate  Priority 3 Parent Involvement  Priority 4 Pupil Achievement



### **Section 3: Actions, Services, and Expenditures**

*For school districts, Education Code sections 52060 and 52061, for county offices of education, Education Code sections 52066 and 52067, and for charter schools, Education Code section 47606.5 require the LCAP to include a description of the specific actions an LEA will take to meet the goals identified. Additionally Education Code section 52604 requires a listing and description of the expenditures required to implement the specific actions.*

**Instructions:** Identify annual actions to be performed to meet the goals described in Section 2, and describe expenditures to implement each action, and where these expenditures can be found in the LEA's budget. Actions may describe a group of services that are implemented to achieve identified goals. The actions and expenditures must reflect details within a goal for the specific subgroups identified in Education Code section 52052, including pupils with disabilities, and for specific school sites as applicable. In describing the actions and expenditures that will serve low-income, English learner, and/or foster youth pupils as defined in Education Code section 42238.01, the LEA must identify whether supplemental and concentration funds are used in a districtwide, schoolwide, countywide, or charterwide manner. In the annual update, the LEA must describe any changes to actions as a result of a review of progress. The LEA must reference all fund sources used to support actions and services. Expenditures must be classified using the California School Accounting Manual as required by Education Code sections 52061, 52067, and 47606.5.

#### **Guiding Questions:**

- 1) What actions/services will be provided to all pupils, to subgroups of pupils identified pursuant to Education Code section 52052, to specific school sites, to English learners, to low-income pupils, and/or to foster youth to achieve goals identified in the LCAP?
- 2) How do these actions/services link to identified goals and performance indicators?
- 3) What expenditures support changes to actions/services as a result of the goal identified? Where can these expenditures be found in the LEA's budget?
- 4) In the annual update, how have the actions/services addressed the needs of all pupils and did the provisions of those services result in the desired outcomes?
- 5) In the annual update, how have the actions/services addressed the needs of all subgroups of pupils identified pursuant to Education Code section 52052, including, but not limited to, English learners, low-income pupils, and foster youth; and did the provision of those actions/services result in the desired outcomes?
- 6) In the annual update, how have the actions/services addressed the identified needs and goals of specific school sites and did the provision of those actions/services result in the desired outcomes?

- 7) In the annual update, what changes in actions, services, and expenditures have been made as a result of reviewing past progress and/or changes to goals?

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A. What annual actions, and the LEA may include any services that support these actions, are to be performed to meet the goals described in Section 2 for ALL pupils and the goals specifically for subgroups of pupils identified in Education Code section 52052 but not listed in Table 3B below (e.g., Ethnic subgroups and pupils with disabilities)? List and describe expenditures for each fiscal year implementing these actions, including where these expenditures can be found in the LEA's budget.

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
OCSA Goal #1: Ensure all students master their learning objectives, both in the form of State Standards as well as those determined by the school  OCSA Goal #2: Ensure access to rigorous and relevant learning tools, resources and skills for all staff and students	Priority 1 Basic  Priority 4 Pupil Achievement  Priority 2 Implementation Of State Standards	1. Support teachers in deepening their understanding of the Common Core State Standards.	OCSA		Provide professional development on CCSS implementation. Action Learning Synced Solutions. Anticipated Cost: \$20,000 Funding Source CC	Provide professional development on CCSS implementation. Action Learning Synced Solutions. Anticipated Cost: \$8,000 Funding Source CC	Provide professional development on CCSS implementation. Action Learning Synced Solutions. Anticipated Cost: \$8,000 Funding Source CC

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
		1.Support teachers in deepening their understanding of the Common Core State Standards			New Math Text Book Adoption of CPM. Anticipated Cost: \$100,000 Funding Source: CC	Release time to support adoption and to create common math assessments. Anticipated Cost: \$5,000 Funding Source: GF	Release time to support adoption and to create common math assessments. Anticipated Cost: \$5,000 Funding Source: GF
		1.Support teachers in deepening their understanding of the Common Core State Standards			New Non-Fiction Anthology Text for ELA. Anticipated Cost: \$34,000 Funding Source: CC	Release time to support adoption and to create common ELA assessments. Anticipated Cost: \$5,000 Funding Source: GF	Release time to support adoption and to create common ELA assessments. Anticipated Cost: \$5,000 Funding Source: GF

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
OCSA Goal #1: Ensure all students master their learning objectives, both in the form of State Standards as well as those determined by the school	Priority 4 Pupil Achievement	2. Provide ongoing professional development for supporting Advanced Placement instruction			AP summer institute for new AP courses, new teachers of AP and rotation of veteran AP teachers on a 3-5 year basis.	AP summer institute for new AP courses, new teachers of AP and rotation of veteran AP teachers on a 3-5 year basis.	AP summer institute for new AP courses, new teachers of AP and rotation of veteran AP teachers on a 3-5 year basis.
OCSA Goal #2: Ensure access to rigorous and relevant learning tools, resources and skills for all staff and students	Priority 2 Implementation Of State Standards				Anticipated cost: \$3,000 Funding Source:GF	Anticipated cost: \$3,000 Funding Source:GF	Anticipated cost: \$3,000 Funding Source:GF

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
OCSA Goal #1: Ensure all students master their learning objectives, both in the form of State Standards as well as those determined by the school  OCSA Goal #2: Ensure access to rigorous and relevant learning tools, resources and skills for all staff and students	Priority 4 Pupil Achievement  Priority 2 Implementation Of State Standards	3. Provide additional computer labs for student and classroom use as well as for SBAC testing.			New MAC lab for Digital Media Conservatory and Academics.  Anticipated Cost: \$15,000  Funding Source: GF	Possible additional lab to be split between DM and Academics.  Anticipated Cost: \$15,000  Funding Source: GF	Support and maintain computer labs.  Anticipated Cost: \$3,000  Funding Source: GF

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
<p>OCSA Goal #1: Ensure all students master their learning objectives, both in the form of State Standards as well as those determined by the school</p> <p>OCSA Goal #2: Ensure access to rigorous and relevant learning tools, resources and skills for all staff and students</p>	<p>Priority 4 Pupil Achievement</p> <p>Priority 2 Implementation Of State Standards</p>	<p>4. Provide 1:1, 1:3, 1:4 personal technology in the form of classroom sets of Chromebooks, and ipads, plus Mobile Chromebook carts for checkout.</p>			<p>2 Mobile Chromebook carts, 3 classroom sets of Chromebooks and 2 classroom sets of ipads.</p> <p>Anticipated Cost: \$50,000</p> <p>Funding source: CC</p>	<p>Additional classroom technology for second round of teachers.</p> <p>Anticipated Cost: \$25,000</p> <p>Funding Source: CC</p>	<p>Additional classroom technology for second round of teachers.</p> <p>Anticipated Cost: \$10,000</p> <p>Funding Source: Program Excellence</p>

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
OCSA Goal #3: Cultivate a positive school culture and system of supports for student personal and academic growth.	Priority 4 Pupil Achievement  Priority 5 Pupil Engagement  Priority 6 School Climate  Priority 7 Course Access	5. Hire a part-time staff member to support Admin and Student Services in order to reduce attendance issues administer testing and increase Counselor time with students.			Additional 6/5 <sup>th</sup> assignments (1 or 2) in order to monitor student attendance, administer AP testing  Anticipated cost: \$11-22,000  Funding source: GF	Additional 6/5 <sup>th</sup> assignments (1 or 2) in order to monitor student attendance, administer AP testing  Anticipated cost: \$11-22,000  Funding source: GF	Additional 6/5 <sup>th</sup> assignments (1 or 2) in order to monitor student attendance, administer AP testing  Anticipated cost: \$11-22,000  Funding source: GF

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
OCSA Goal #3: Cultivate a positive school culture and system of supports for student personal and academic growth.	Priority 4 Pupil Achievement  Priority 5 Pupil Engagement  Priority 6 School Climate  Priority 7 Course Access	6. Hire an additional Counselor to increase student/counselor time, provide middle school support and lower overall student ratio.			Hire additional Counselor for 7 <sup>th</sup> grade, 8 <sup>th</sup> grade and new 9 <sup>th</sup> grade students.  Anticipated cost: \$100,000  Funding Source: GF	Hire additional Counselor for 7 <sup>th</sup> grade, 8 <sup>th</sup> grade and new 9 <sup>th</sup> grade students.  Anticipated cost: \$100,000  Funding Source: GF	Hire additional Counselor for 7 <sup>th</sup> grade, 8 <sup>th</sup> grade and new 9 <sup>th</sup> grade students.  Anticipated cost: \$100,000  Funding Source: GF



B. Identify additional annual actions, and the LEA may include any services that support these actions, above what is provided for all pupils that will serve low-income, English learner, and/or foster youth pupils as defined in Education Code section 42238.01 and pupils redesignated as fluent English proficient. The identified actions must include, but are not limited to, those actions that are to be performed to meet the targeted goals described in Section 2 for low-income pupils, English learners, foster youth and/or pupils redesignated as fluent English proficient (e.g., not listed in Table 3A above). List and describe expenditures for each fiscal year implementing these actions, including where those expenditures can be found in the LEA's budget.

Goal (Include and identify all goals from Section 2, if applicable)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
	Priority 1 Basic  Priority 4 Pupil Achievement  Priority 7 Course Access	For low income pupils:  For English learners:  For foster youth:  For Re-designated Fluent English Proficient	OCSA does not currently serve any foster youth or English Learners. Our RFEF and low income students achieve at the same levels as our student population. They have 100% CAHSEE pass rate and graduation rate. These subgroups are held to the same standards as all students and have equal access to the most rigorous course of study.		An academic support course was created for any student struggling in ELA. ELL students are specifically covered by this curriculum though we currently do not have any.  Anticipated cost: \$11,000 personnel  Funding Source GF	An academic support course was created for any student struggling in ELA. ELL students are specifically covered by this curriculum though we currently do not have any.  Anticipated cost: \$11,000 personnel  Funding Source GF	An academic support course was created for any student struggling in ELA. ELL students are specifically covered by this curriculum though we currently do not have any.  Anticipated cost: \$11,000 personnel  Funding Source GF



C. Describe the LEA's increase in funds in the LCAP year calculated on the basis of the number and concentration of low income, foster youth, and English learner pupils as determined pursuant to 5 CCR 15496(a)(5). Describe how the LEA is expending these funds in the LCAP year. Include a description of, and justification for, the use of any funds in a districtwide, schoolwide, countywide, or charterwide manner as specified in 5 CCR 15496. For school districts with below 55 percent of enrollment of unduplicated pupils in the district or below 40 percent of enrollment of unduplicated pupils at a school site in the LCAP year, when using supplemental and concentration funds in a districtwide or schoolwide manner, the school district must additionally describe how the services provided are the most effective use of funds to meet the district's goals for unduplicated pupils in the state priority areas. (See 5 CCR 15496(b) for guidance.)

The Orange County school of the Arts has a full inclusion program for ALL students and therefore, all increase in LCAP funds are used to support instruction in all core academic classrooms. We have a Director of Student Services who is responsible for monitoring the academic of all student sub-groups to insure that they are performing at the same level as students identified in the State's priority areas.

D. Consistent with the requirements of 5 CCR 15496, demonstrate how the services provided in the LCAP year for low income pupils, foster youth, and English learners provide for increased or improved services for these pupils in proportion to the increase in funding provided for such pupils in that year as calculated pursuant to 5 CCR 15496(a)(7). Identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all pupils in the LCAP year as calculated pursuant to 5 CCR 15496(a). An LEA shall describe how the proportionality percentage is met using a quantitative and/or qualitative description of the increased and/or improved services for unduplicated pupils as compared to the services provided to all pupils.

The full inclusion model has all of the school's low income pupils, foster youth, and English learners participating in our regular education programs with additional support as needed from school staff.

NOTE: Authority cited: Sections 42238.07 and 52064, Education Code. Reference: Sections 2574, 2575, 42238.01, 42238.02, 42238.03, 42238.07, 47605, 47605.5, 47606.5, 48926, 52052, 52060-52077, and 64001, Education Code; 20 U.S.C. Section 6312.



## **EXHIBIT "A"**

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### **Coordinator of Special Education** **Orange County School of the Arts** **Job Description**

#### **Basic Function:**

Provide leadership for special education support services at Orange County School of the Arts ("OCSA"); assign and evaluate support staff and administer the implementation of services according to current state and federal laws, and District policies and procedures; provide coordination, program development, and evaluation, serve as the liaison with the Santa Ana Unified School District's ("District") special education department regarding all matters relating to special education services for OCSA students. The Coordinator of Special Education for OCSA will serve under the direction of the Assistant Superintendent of Pupil Personnel Services for the District, or his/her designee.

#### **Representative Duties:**

Supervise assigned employees; provide technical direction and guidance; provide required supervision to support staff personnel for licensure and certification of clinical competency. Conduct observations, conferences and evaluations of support staff; monitor implementation of pupils' Individualized Education Programs through classroom observations, consultation with staff, and review of documentation. Identify training needs for support staff and provide for and conduct training. Direct and monitor record keeping performed by staff for required data and ongoing evaluation of program effectiveness. Organize and coordinate the preparation of District and site Coordinated Compliance Reviews of Special Education performed by the California State Department of Education; monitor legal maintenance of records and prepare required reports. Meet with teachers regarding program planning for individual students (e.g. additional intervention strategies, behavioral concerns, inclusion of students in the least restrictive environment, etc.). Serve as liaison with the District's special education department regarding expulsions and suspensions of special education pupils. Coordinate the child find effort for evaluations of students not currently identified as students with disabilities attending OCSA. Respond to questions and concerns regarding support services from parents, community, site administrators, and District administrators. Perform related duties as assigned and/or necessary and appropriate in order to assure OCSA's compliance with state and federal law and District special education policies and procedures.

#### **Knowledge and Abilities:**

##### **Knowledge of:**

- Applicable sections of State Education Codes, including eligibility criteria for special education
- State and federal laws regarding identification and placement process, including alternative assessments and alternative service delivery models

- School District organization, operations, objectives and procedures for identification and placement of students in special education
- Statistical methods and principles
- Rights and due process of special education students
- Principles and practices of administration, supervision, and training
- Record-keeping techniques
- City and community cultures
- Student needs of differing socioeconomic and ethnic backgrounds
- Technology
- State standards and assessments
- Social, cultural, and linguistic diversity of District, city and community

Ability To:

- Organize and coordinate
- Work cooperatively with others
- Communicate effectively both orally and in writing
- Plan and supervise work
- Train and supervise personnel
- Provide adequate clinical supervision of, and certify staff according to professional regulations and procedures
- Maintain records and prepare reports
- Work confidentially and with discretion
- Perform statistical calculations
- Maintain appropriate staff relationships
- Work effectively with administrators, staff, parents and community and in multicultural and bilingual environments
- Effectively interpret and analyze data and/or assessments



- Perform the essential functions of the job, either with or without reasonable accommodations

**Education and Experience:**

A Master's degree in counseling, psychology, or communicative disorders and at least five years experience in special education as support staff.

**Licenses and Other Requirements:**

Required to have all of the following:

- California Administrative credential
- Pupil Personnel Services credential (authorizing service as a school psychologist) or Communicative Disorders credential
- Valid California driver's license
- Biliterate (English/Spanish) desirable

**Working Conditions:**

Environment:

Indoor environment

Driving 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 to drive a vehicle

Sitting or standing for extended periods of time

Bending at the waist, kneeling or crouching to file materials

Lifting or moving objects, normally not exceeding 20 pounds

Reasonable accommodation will be made to enable a person with a disability to perform the essential functions of the job

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**AGENDA ITEM BACKUP SHEET**  
**May 26, 2015**

**Board Meeting**

**TITLE:** Charter Renewal Petition for Orange County Educational Arts Academy

**ITEM:** Public Hearing

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

**PREPARED BY:** Mavis Mitchell, Coordinator, Charter Schools

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to conduct a public hearing for the charter renewal petition submitted by the Orange County Educational Arts Academy (OCEAA). The five year term of the current charter petition expires June 30, 2015. The charter renewal petition was formally received by the SAUSD Board of Education at its regular Board meeting on Tuesday, May 12, 2015.

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

**RATIONALE:**

The relevant excerpt of California Education Code Section 47605 contains the specific requirements regarding the timely response of an authorizing agency to the submission of a charter renewal petition:

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

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Conduct a Public Hearing at the May 26, 2015 Regular meeting of the Santa Ana Unified School District Board which may include a brief oral presentation by representatives of the Orange County Educational Arts Academy (OCEAA).

SP:mm



*Charter Renewal Petition for the*  
***Orange County Educational Arts Academy***  
*÷A California Public Charter School*  
*July 1, 2015 ~~0~~—June 30, 2020*  
*15*



*Submitted to*  
*Santa Ana Unified School District*

*March 8 ~~April 14~~, 2015~~0~~*

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### ***“Table of Contents of Legal Requirements”:***

This charter has been created in the format encouraged by the California State Board of Education in its adopted “Model Application for Charter Schools” and goes beyond the legal requirements of Education Code Section 47605. According to the State Board of Education, the Model Application format ensures that charter petitioners cover all of the minimum elements required by law in a systematic way. However, as the Model Application format requires that statutory provisions in the Charter Schools Act be addressed out of the order presented in the Education Code, this “Table of Contents of Legal Requirements” is presented to assist the Reviewer in establishing that all requirements of law have been met.

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## **AFFIRMATIONS/ASSURANCES**

~~As the authorized representatives of the applicant, we, the Board of Directors, hereby certify that the information submitted in this application for a charter renewal for the Orange County Educational Arts Academy to be located within the boundaries of the Santa Ana Unified School District is true to the best of our knowledge and belief; we also certify that this application does not constitute the conversion of a private school to the status of a public charter school; and further, we understand that if awarded the charter renewal, OCEAA:~~

- ~~• Will meet all statewide standards and conduct the student assessments required, pursuant to Education Code Section 60605, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(c)(1)]~~
- ~~• Will be deemed the exclusive public school employer of the employees of the Charter School for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(b)(5)(O)]~~
- ~~• Will be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(d)(1)]~~
- ~~• Will not charge tuition. [Ref. Education Code Section 47605(e)(1)]~~
- ~~• Will admit all students who wish to attend OCEAA, and who submit a timely application, unless OCEAA receives a greater number of applications than there are spaces for students, in which case each application will be given equal chance of admission through a random lottery process. Admission to the Charter School shall not be determined according to the place of residence of the student or his or her parents within the State. [Ref. Education Code Section 47605(d)(2)(A)–(B)]~~
- ~~• Will not discriminate against any pupil on the basis of the characteristics listed in Section 220 (actual or perceived disability, gender, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(d)(1)]~~
- ~~• Will adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1974, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities in Education Improvement Act of 2004.~~
- ~~• Will meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)]~~

- ~~Will ensure that teachers in OCEAA hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools are required to hold. As allowed by statute, flexibility will be given to non-core, non-college preparatory teachers. [Ref. California Education Code Section 47605(1)]~~
- ~~Will at all times maintain all necessary and appropriate insurance coverage.~~
- ~~Will notify the superintendent of OCEAA district of the pupil's last known address within 30 days, and will, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information if a pupil is expelled or leaves the charter school without graduating or completing OCEAA year for any reason, the charter school. [Ref. California Education Code Section 47605(d)(3)]~~
- ~~Will follow any and all other federal, state, and local laws and regulations that apply to the Charter School including but not limited to:~~
  - ~~- Ø The Orange County Educational Arts Academy shall comply with the Brown Act.
    - Ø The Orange County Educational Arts Academy shall offer at a minimum, the same number of minutes of instruction set forth in subdivision (a) of Education Code Section 47612.5 for the appropriate grade levels; and shall operate for at least the minimum required instructional days.
    - Ø The Orange County Educational Arts Academy shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection.
    - Ø The Orange County Educational Arts Academy shall on a regular basis consult with its parents and teachers regarding the Charter School's education programs.
    - Ø The Orange County Educational Arts Academy shall comply with applicable jurisdictional limitations to locations of its facilities.
    - Ø The Orange County Educational Arts Academy shall comply with all laws establishing the minimum and maximum age for public school enrollment.
    - Ø The Orange County Educational Arts Academy shall comply with all applicable portions of the No Child Left Behind Act.~~



~~Ø The Orange County Educational Arts Academy shall comply with the Political Reform Act.~~

~~Ø The Orange County Educational Arts Academy shall comply with the Public Records Act.~~

~~Ø The Orange County Educational Arts Academy shall comply with the Family Educational Rights and Privacy Act.~~

\_\_\_\_\_  
Lead Petitioner

\_\_\_\_\_  
Date

# I. INTRODUCTION

## ~~OUR STORY~~

This Renewal Petition presented to the Santa Ana Unified School District (SAUSD) represents the belief that charter schools provide an opportunity for students to develop talents that may not be accessed in a traditional school setting. Charter schools, in an effort to continue the improvement of the public educational system, provide creative and individualized educational programs that address the unique needs of the students they serve.

California Education Code 47601 provides opportunities for educators, parents, learners and community members to establish and maintain schools that operate independently from the existing school district structure, as a method to accomplish all of the following:

- ~~• Improve pupil learning~~
- ~~• Increase learning opportunities for all learners, with special emphasis on expanded learning experiences for learners who are identified as academically low achieving.~~
- ~~• Encourage the use of different and innovative teaching methods.~~
- ~~• Create new professional opportunities for educators, including the opportunity to be responsible for the learning program at the school site.~~
- ~~• Provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system.~~
- ~~• Hold school established under the Charter Schools Act of 1992 accountable for meeting measurable learner outcomes, and provide schools with a method to change from rule-based to performance-based accountability systems.~~
- ~~• Provide vigorous competition within the public school system to stimulate continual improvements in all public schools.~~
- ~~• Hold schools established under the Charter Schools Act of 1992 accountable for meeting measurable learner outcomes, and provide schools with a method to change from rule-based to performance-based accountability systems.~~
- ~~• Provide vigorous competition within the public school system to stimulate continual improvements in all public schools.~~

~~California Education Code~~

~~47601~~

The Orange County Educational Arts Academy (OCEAA) was founded in 2005 as a grass-root

endeavor undertaken by parents, committed educators, and community members who envisioned an instructional program that is committed to student academic achievement through the development of the arts, technology, language, and culture.

OCEAA is entering its 10th year and doing an amazing job preparing students to be global citizens through the arts, technology and world languages and cultures.

Our vision is for all students to show continuous improvement toward meeting or exceeding grade-level standards. We believe OCEAA offers a unique educational opportunity that infuses art, technology, language and culture into the curriculum to prepare our children to be the future leaders of our society. We work diligently to provide a safe and positive learning environment in which our students participate in enriching experiences designed to help them grow and develop academically, socially, and emotionally before, during and after school. We model and require all students to demonstrate behavior that is Organized, Respectful, Careful and Accepts Responsibility – following the O.R.C.A. Way!

Through collaboration of staff, parents, and the community, we are fostering strong foundations that empower our students to become responsible and productive citizens. Education is most successful when families and schools work together. Our parents and guardians take an active role as educational partners by joining the OCEAA FSO, volunteering at school, checking PowerSchool regularly, attending all conferences and meetings, supporting school policies and participating in our family events. Robust and enduring stakeholder engagement has been a critical asset to OCEAA's success and is now embedded in our school culture.

We believe the OCEAA community is strengthened by diversity. Our families come from a variety of heritage groups that tie their lineage to countries throughout the world. As such we value the many languages that are spoken in our homes and our experience with cultures is an invaluable benefit. Cultural diversity just scratches the surface. Our learning styles, interests, passions and aptitudes are equally diverse and enriching to our school. We strive to value all types of diversity and utilize our diverse experiences and interests to prepare students to live, study and work in an interconnected, globally integrated society.

OCEAA is pleased with its journey thus far, but also embraces change. A constantly evolving educational program is an inherent part of being effective in the 21<sup>st</sup> century. In our next renewal term we will focus on:

- Continuing to develop rigorous curriculum aligned to the Common Core Standards that integrates art, technology, language and culture.
- Continuing to increase the use of technology as an instructional tool.
- Continuing to provide our students with opportunities to collaborate and express themselves through the fine arts.
- Refining our ORCA SPLASH, which promotes positive discipline and re-teaching of negative behaviors.

### **OCEAA Accomplishments**

At OCEAA we have much to be proud of. First and foremost, we have demonstrated significant student achievement gains (detailed below). This is, of course, the most important metric in determining our success as an educational institution and OCEAA takes this obligation very seriously. We have been proactively refining our program to make sure students become proficient in the new Common Core Standards and expect to see continued growth in our next term. Our focus on biliteracy and global citizenship is stronger than ever with incredible results from our immersion program. ~~ORANGE COUNTY EDUCATIONAL ARTS ACADEMY~~  
**ACCOMPLISHMENTS**

~~Over the past five years, OCEAA has experienced change in leadership, staff and student population. We have spent the last year and a half refining our educational program to better meet the needs of the students we serve. We have analyzed what is working for our students and modified what was not working. There have been challenges, as with all new schools. OCEAA has chosen to see those challenges as opportunities for growth and our community has learned to be. We are confident that we will continue to provide our students with a 21<sup>st</sup> century education through the arts, technology, language, and culture.~~

~~OCEAA has also fostered a powerful school culture that is exciting and effective, but not only in terms of academic achievement. resilient and problem solve each new opportunity. We are confident that over the next five years our educational program will continue to~~

demonstrate gains and provide our students with a 21<sup>st</sup> Century education through the arts, technology, language and culture.

We would like to highlight our success in maintaining and growing professional partnerships as well as bolstering our arts and technology programs as these truly round out our school and provide for the engaging and unique “glue” that makes OCEAA strong. We have had great success ~~our accomplishments over the last five years;~~ below are some highlights ~~and the amazing partnerships we have formed to support our students’ unique educational experience at OCEAA.~~

### Ongoing Partnerships

- Arts Advantage
- The California Arts Project
- Orange County Performing Arts Center
- Orange County Museum of Art
- Orange County High School of the Arts
- Ocean Institute
- Discovery Science Center
- Bower’s Museum
- House of Blues, Anaheim
- International House of Blues Foundation Action for the Arts
- Broadway on Tour
- The Wooden Floor
- Barnes & Noble Arts Yearly Fundraiser
- Orange County Department of Education’s Outdoor Science School
- Apple Valley Collaboration
- Tanaka Farms Community Supported Agriculture Project
- Canned Food Drives - Second Harvest Food Bank
- Giving Trees - Western Youth Services
- Brownies
- Girl Scouts
- TEAMS AmeriCorps
- Friday Night Live
- GIRLS, Inc.
- Santa Ana College
- University of California, Irvine Credential Program
- The California Reading and Literature Project
- Orange County Music and Arts Administrators
- Los Angeles Times
- Lesley University
- Downtown Inc.
- UCI Creative Connections
- Give Art with your Heart Drive

## **Technology Achievements**

- Installed new business class wireless network to support 1-1 student to device initiatives
- Opened OCEAA computer labs
- Implemented EasyTech and TechSteps student technology skills program
- Implemented Type-to-Learn keyboarding skills program
- Started fireworks fundraiser for technology
- Implemented student electronic registration system
- Implemented iPad use for instruction in Grades 8, 6, and 5
- Upgraded computer lab with 32 new computers with funding from the Disney Grant
- Awarded BIIG Grant for Internet Connectivity upgrades. Connection to the Internet will be upgraded to 1 Gbps.
- Implemented Google Apps for Education
- Implemented Standards Based Report Card for Transitional Kinder
- Implemented use of Chrome books for instruction Grade 7
- Upgraded Electronic Registration System

## **Arts Achievements**

- End of Year Extravaganza/ Holiday Extravaganza
- OCMA Family Day
- Noche de Altares 2012, 2013, 2014
- Middle school art specialists hired
- New mariachi program
- Donors choose ukeleles donated
- Approximately \$4,000 in instruments donated from House of Blues
- Student Sound Crew
- Chapman Holocaust Contest Students acknowledged and one student finalist.
- Grammy Award winning Quetzal concert
- Student service learning project in 7/8th grade
- Pacific Symphony Class Act program
- Disney Arts Grant \$30,000
- Orange County Dance Educator of the Year Elementary Alondra Diaz 2014
- Orange County Dance Educator of the Year Secondary Erica Vicario 2014
- Orange County Arts Administrator of the Year Linda Hardman Greene 2014
- Bowers Field trip grants for all students
- Bowers docent program (docents bring the museum to the classroom)
- El Centro (son jarocho music partnership)
- Creative Connections Artwalk Presentation

OCEAA is excited for the next chapter of our charter. We know that we have strong systems in place, quality people dedicated to our work, and a clear vision for what comes next. Our 2015-2020 term will be the best yet.

## **Charter Renewal Criteria**

### **Evidence of Meeting Charter Renewal Standards Pursuant to Education Code Section 47607(b) and the California Code of Regulations, Title 5, Section 11966.4(b)(1)**

Education Code Section 47607(b) requires that a charter school must meet at least one of the following renewal criteria prior to receiving a charter renewal:

- (1) Attained its Academic Performance Index (API) growth target in the prior year or in two of the last three years, both school wide and for all groups of pupils served by the charter school.
- (2) Ranked in deciles 4 to 10, inclusive, on the API in the prior year or in two of the last three years.
- (3) Ranked in deciles 4 to 10 inclusive, in the API for a demographically comparable school in the prior year or in two of the last three years.
- (4) The entity that granted the charter determines that the academic performance of the charter school is at least equal to the academic performance of the public schools that the charter school pupils would otherwise have been required to attend, as well as the academic performance of the schools in the school district in which the charter school is located, taking into account the composition of the pupil population that is served at the charter school.

## **Analysis of Charter Renewal Criteria**

OCEAA has attained its API growth target in two of the last three years that the API was calculated, both school wide and for all groups of pupils served by the charter school, meeting the requirement of Education Code Section 47607(b)(1). OCEAA's API growth score in 2011 and 2012 exceeds the growth targets established for those years with a 17 point jump and a 26 point jump respectively. Furthermore, OCEAA was ranked a "4" on the statewide API the last two years that the API was calculated, meeting the requirement of Education Code Section 47606(b)(2). The following shall serve as documentation confirming that OCEAA meets the statutory criteria required for renewal as set forth in Education Code Section 47607(b) (Also see Exhibit "A": CDE DataQuest Reports, 2011-2014):

In the 2010-11 school year, OCEAA had three numerically significant student subgroups: Hispanic/Latino, Socioeconomically Disadvantaged, and English Learners. School wide and numerically significant student subgroup API performance data is demonstrated in the table below:

### **2010-11 API Growth Scores: School Wide and Significant Student Subgroups**

<u>Groups</u>	<u>API Growth</u>	<u>API Growth Target (Actual Growth)</u>	<u>Met Group's Growth Target?</u>
<u>School Wide</u>	<u>768</u>	<u>5 (+17)</u>	<u>Yes</u>
<u>Hispanic or Latino</u>	<u>755</u>	<u>5 (+17)</u>	<u>Yes</u>
<u>Socioeconomically Disadvantaged</u>	<u>751</u>	<u>5 (+25)</u>	<u>Yes</u>
<u>English Learners</u>	<u>720</u>	<u>5 (+16)</u>	<u>Yes</u>
Source: CDE DataQuest, accessed March 2015			

In the 2011-12 school year, OCEAA had the same three numerically significant student subgroups: Hispanic/Latino, Socioeconomically Disadvantaged, and English Learners. School wide and numerically significant student subgroup API performance data is demonstrated in the table below:

<b>2011-12 API Growth Scores: School Wide and Significant Student Subgroups</b>			
<u>Groups</u>	<u>API Growth</u>	<u>API Growth Target (Actual Growth)</u>	<u>Met Group's Growth Target?</u>
<u>School Wide</u>	<u>794</u>	<u>5 (+26)</u>	<u>Yes</u>
<u>Hispanic or Latino</u>	<u>784</u>	<u>5 (+29)</u>	<u>Yes</u>
<u>Socioeconomically Disadvantaged</u>	<u>769</u>	<u>5 (+18)</u>	<u>Yes</u>
<u>English Learners</u>	<u>748</u>	<u>5 (+28)</u>	<u>Yes</u>
Source: CDE DataQuest, accessed March 2015			

As demonstrated above, OCEAA's school wide and numerically significant student subgroups demonstrated significant growth in their 2011 and 2012 API scores, with all groups surpassing the established targets.

Assembly Bill 484 amended Education Code sections 52052(e)(2)(F) and 52052(e)(4) to allow schools that do not have an API calculated in 2013–14 and 2014–15 to use one of the following criteria to meet legislative and/or programmatic requirements:

- The most recent API calculation;
- An average of the three most recent annual API calculations; or
- Alternative measures that show increases in pupil academic achievement for all groups of pupils schoolwide and among significant groups.

The decision to use one of the above criteria may be made on a program by program basis and is a local decision. (Source: CDE Information Guide, *Status of the Academic Performance Index and 3-Year Average*, available at: <http://www.cde.ca.gov/ta/ac/ap/>.)

During the current charter term and prior to the suspension of the California Standards Test



(CST) in 2013, OCEAA students have demonstrated strong positive growth, particularly in 2012, as measured by state standardized testing. OCEAA's API score increased 26 points that year to 794 while the median increase in District schools was approximately 2 points. Only 3 of 39 (7.6%) District elementary schools had a greater increase in their API that year. OCEAA's 2012 school-wide API of 794 exceeded the school-wide API scores of almost 60% of District elementary schools. During the same period of time, OCEAA successfully met all subgroup growth targets, while more than one third District elementary schools were not able to achieve this challenging goal.

A cohort analysis of how second graders performed on the 2010 CST in English Language Arts compared to how they performed as fifth graders in 2013 reveals the following overall growth: The percentage of students scoring Below Basic and Far Below Basic decreased from 32% in 2010 to 3 % in 2013 - a reduction of 29%. During the same period of time the percentage of cohort students scoring Proficient and Advanced almost doubled, increasing from 36% to 67%. A similar cohort analysis for how fifth graders performed in 2010 compared to how they performed in 2013 reveals that the number of students scoring Below Basic and Far Below Basic decreased by 14% from 22% in 2010 to 8% in 2013.

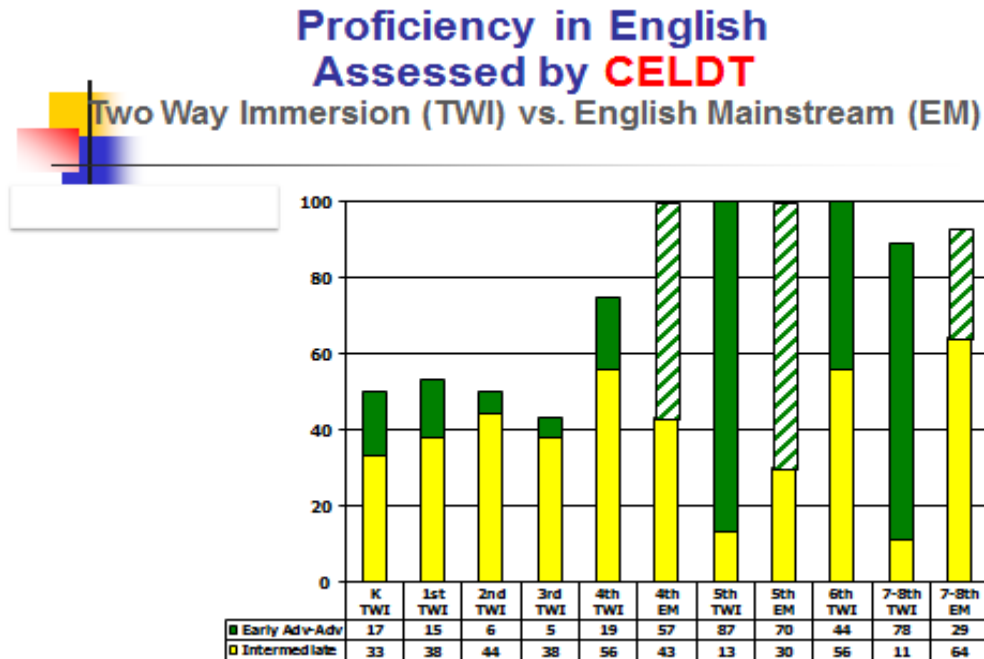
An analysis of OCEAA's English Learner and Hispanic/Latino student subgroup performance during the current term of the charter also reflects positive growth. From 2011 to 2013 OCEAA's English Learners' API increased nineteen (19) points to 739 while Hispanic/Latino students' API increased fourteen (14) points to 769. OCEAA's Socioeconomic Disadvantaged subgroup's API increased by 100 points, to 702 during the same period of time. When compared to the District's subgroup APIs in 2013, OCEAA's English Learners and Hispanic/Latino students outperformed their District counterparts (ELs 739 compared to 706; Hispanic/Latino 769 compared to 737.) When we go back a bit farther to 2010 and look at OCEAA's aggregate subgroup growth and annual average growth we see strong and positive trends. English Learners' subgroup growth has been 129 points averaging 43 points annually; Hispanic/Latino subgroup growth has been 120 points averaging 40 points annually; and, Socioeconomically Disadvantaged subgroup growth has been 63 points averaging 21 points annually. While some standardized indicators of student achievement for both OCEAA and the District schools decreased in 2013, partly due to the initial implementation of the Common Core curriculum and gradual phase-out of the California Content Standards and CST testing, it is worthy to note that OCEAA's subgroup performance led to even higher scores in the prior year (2012.) OCEAA's English Learner API increased to 748 and their Hispanic/Latino API increased to 784 in 2012. OCEAA's instructional team believes that their students are well positioned and prepared to continue to demonstrate their growth in proficiency when measured by the new California Assessment of Student Performance (CAASP) process.

OCEAA's Two- Way Immersion program (TWI) continues to support the growth and increased proficiency of all students.

When measured by the CELDT (California English Language Development Test) student proficiency in English reflects the following: *(see graph below)*

- By grades 5-8, 44-87% of TWI students scored Early Advanced or Advanced

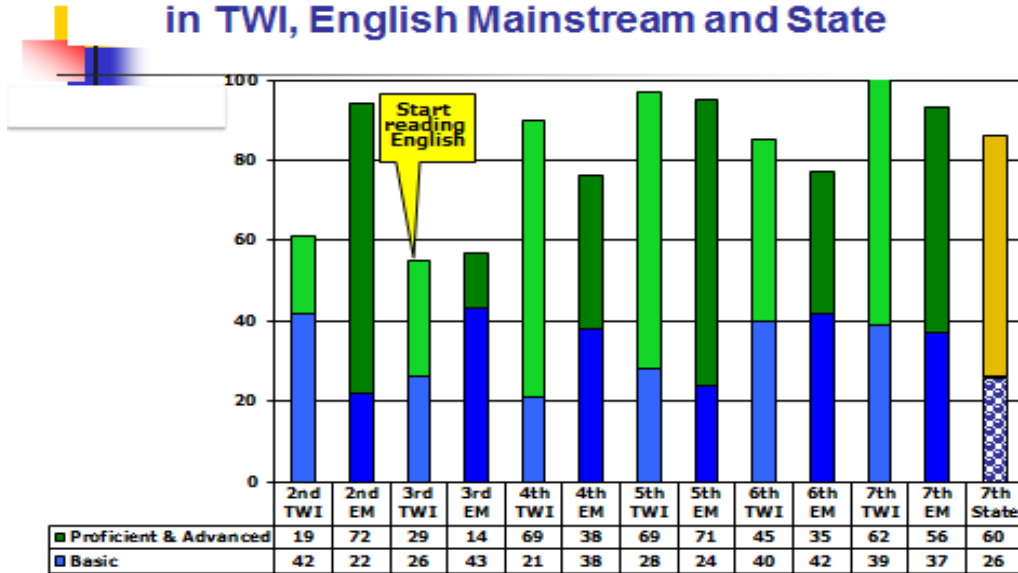
- At 5<sup>th</sup> and 7<sup>th</sup>- 8<sup>th</sup> grades, more students enrolled in the TWI program demonstrated proficiency in English compared to the English Mainstream (EM) comparison group



When measured by the California Standards Test (CST) student proficiency in English Language Arts reflects the following: (see graph below)

- At grades 4-7, there were more TWI students who scored Proficient/Advanced compared to the English Mainstream students and State average (at 7<sup>th</sup> grade).

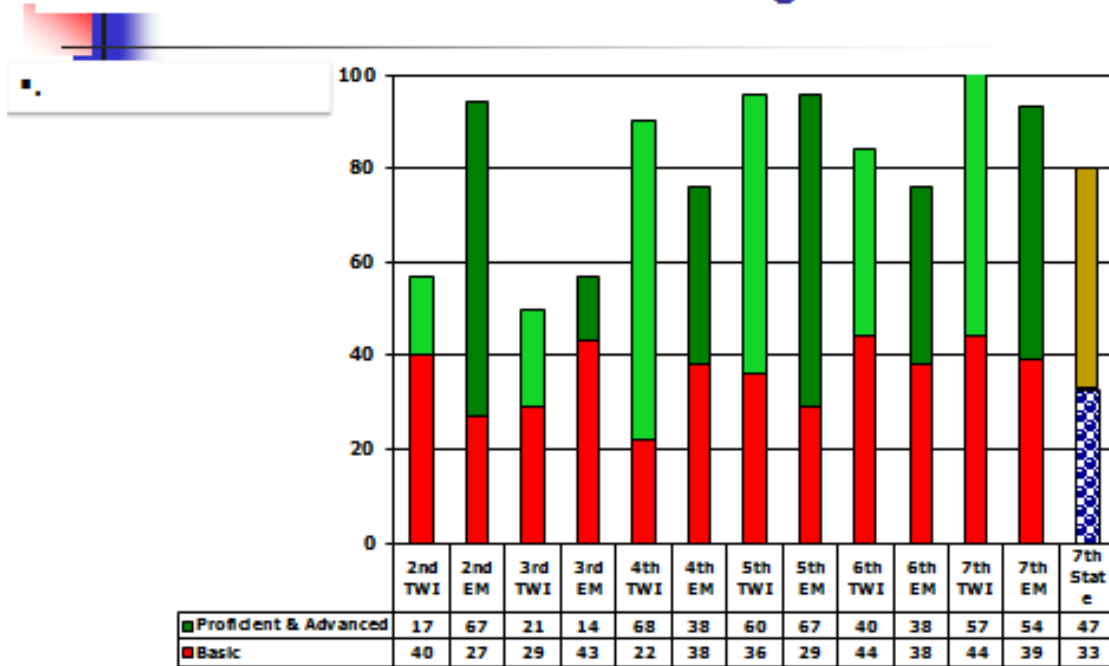
## English Language Arts (CST) Grades 2-7 --- Compare ALL Students in TWI, English Mainstream and State



OCEAA's Hispanic/Latino subgroup students enrolled in the TWI program outperform their peers. (see graph below)

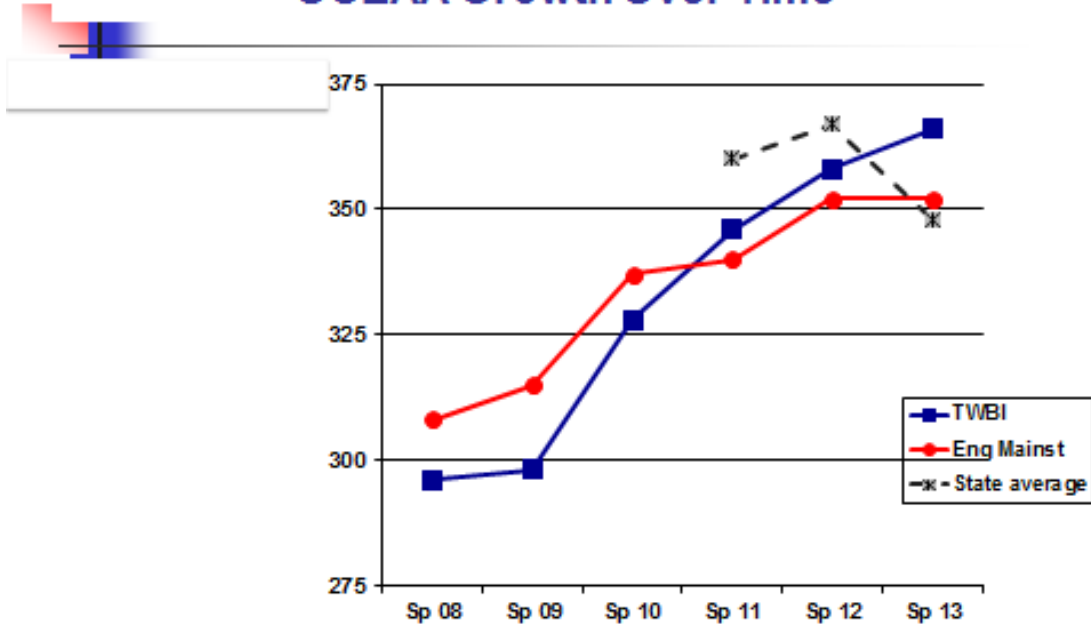
- At grades 4-7, there were more TWI students who scored Proficient/Advanced compared to English Mainstream students.
- Most students enrolled in upper grades scored Basic or higher, exceeding the statewide average.

## English Language Arts (CST) Compare Hispanic Students TWI vs. Mainstream English



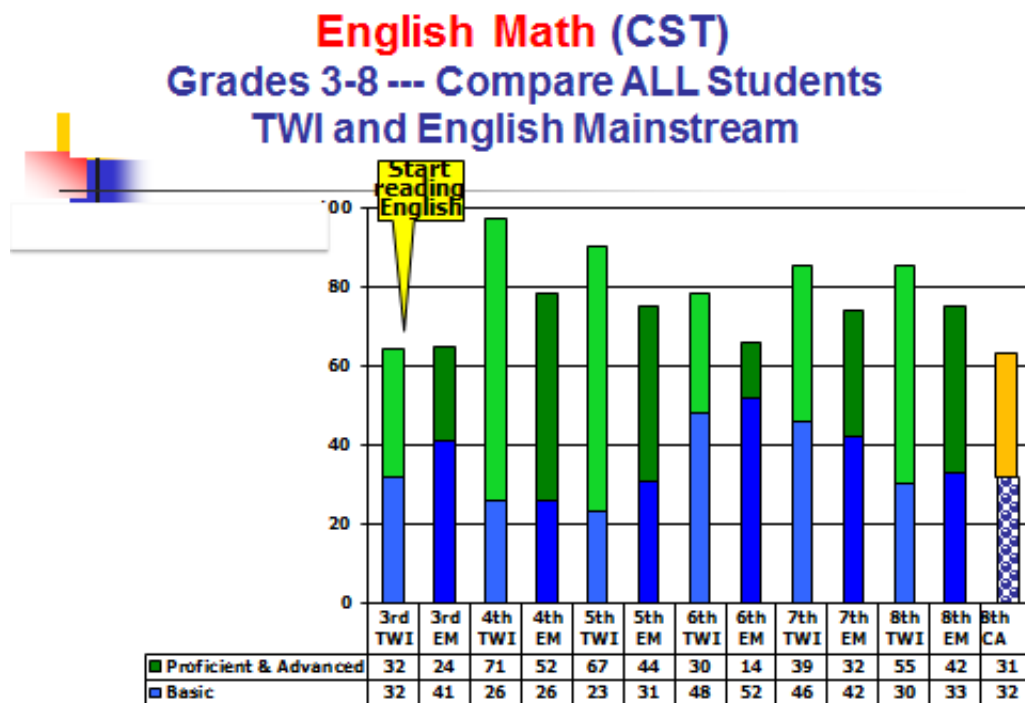
TWI students have shown excellent growth over time, and more growth than English Mainstream students. (see graph below)

## English Language Arts (CST) Grades 4-8 --- Longitudinal Change OCEAA Growth Over Time



OCEAA's students enrolled in the TWI program also outperformed their English Mainstream (EM) peers in mathematics. *(see graph below)*

- At grades 3-8, there were (far) more TWI students who scored Proficient/Advanced on CST mathematics compared to English Mainstream.
- At 8<sup>th</sup> grade, there was a much higher percentage of TWI students scoring Proficient /Advanced and Basic and above when compared to All students in Calif.

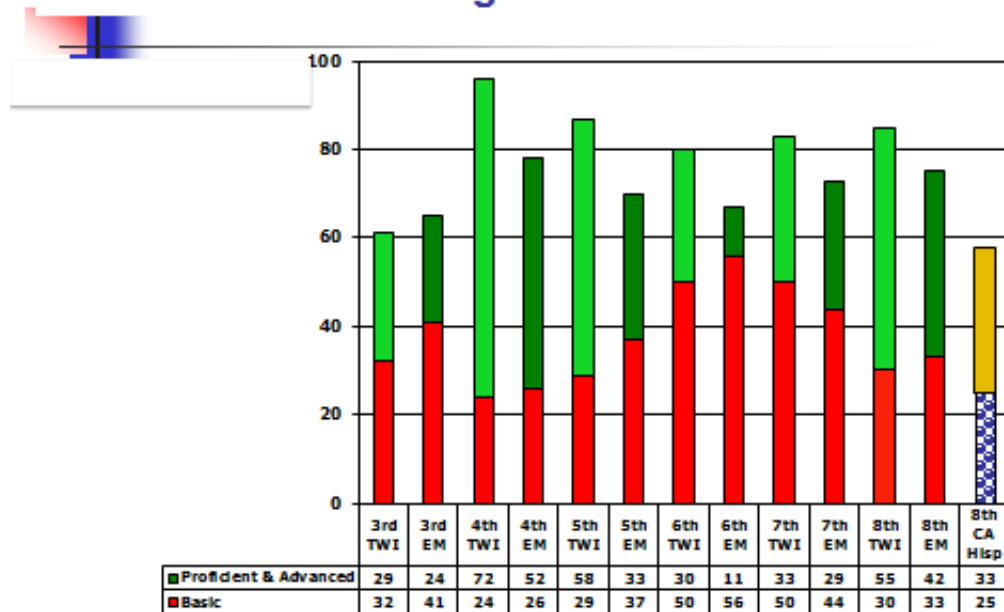


Again, when looking at the performance of the Hispanic/Latino subgroup in mathematics, the TWI students outperform their peers. (see graph below)

- At grades 3-8, a higher percentage of TWI students scored Proficient/Advanced compared to English Mainstream.

- 8<sup>th</sup> grade Hispanic TWI students scored higher than state average for Hispanic 8<sup>th</sup> graders in general math.

### English Math (CST) Compare Hispanic Students TWI and English Mainstream



The data shared above indicates that OCEAA’s TWI program continues to show considerable promise in student achievement and English proficiency for all students.

This pattern of growth enumerated in the sections above serves as evidence of meeting the expectation set forth in Education Code Section 47607(a)(3) which states:

The authority that granted the charter shall consider increases in pupil academic achievement for all groups of pupils served by the charter school (defined as “a numerically significant pupil subgroup, as defined by paragraph (3) of subdivision (a) of Section 52052.” EC §47607(a)(3)(B)) as the most important factor in determining whether to grant a charter renewal.

Therefore, OCEAA has met the charter renewal standards and should be granted a five-year charter renewal term pursuant to Education Code Section 47607(a)(1).

## EXECUTIVE SUMMARY OF CHANGES

Governing Law: Renewals [...] are governed by the standards and criteria in Section 47605, and shall include, but not be limited to, a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed.

The following list enumerates substantive changes in the petition due to programmatic updates and compliance with newly enacted, applicable law.

- The charter was completely reorganized, placing the sixteen requisite elements in Education Code 47605 in numerical order to present a more thorough and accessible document.
- Other requirements are provided for in the final section entitled “Miscellaneous Provisions” including financials, potential civil liability impact, facilities, administrative services, and related information.
- The number of exhibits has been decreased due to incorporation into the charter (e.g. curriculum statement, special education language, etc.) or because the content was deemed duplicative, outdated, or superfluous.
- The introduction includes an analysis of charter renewal criteria, which details student achievement data from the last term.
- Compliance language has been added throughout the charter to reflect new legal requirements including, but not limited to:
  - Charter must contain a description of annual goals to be achieved in the state priorities, and specific annual actions to achieve those goals [EC 47605.6(b)(5)(A)].
  - Pupil outcomes must align with the state priorities that apply for the grade levels served or the nature of the program [EC 47605.6(b)(5)(B)]
  - The method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported in the SARC [EC 47605.6(b)(5)(C)]
  - Nondiscrimination on the basis of gender identity and gender expression [EC 200].
  - Diabetes information for parents [EC 49452.7]
- Measurable outcomes and assessments previously interwoven into the educational program have been moved to Element 2 and 3 respectively.
- The Instructional Program Description section includes OCEAA’s plan to phase out English Only instruction over the course of the next term in favor of program wide Two Way Immersion.
- Supplemental information on the “Understanding by Design” curriculum model was added.



- OCEAA has adopted the National Core Arts Standards to guide their arts-integrated program. The standards have been included along with an Exhibit that details the framework.
- The National Educational Technology Standards have been updated to reflect the new title of International Standards for Technology in Education (ITSE). The new standards and corresponding information has been included.
- OCEAA has created charts aligned with the eight State priorities and local priorities for both Element 1 and 2. These articulate goals, actions, measurable outcomes, and methods of measurements. These charts will be married to the previous LCAP (included as an Exhibit) and inform the LCAP annual update process.
- The new State accountability and assessment system is referenced throughout the charter petition. OCEAA also delineates shifts in their internal assessment plans.
- Authorizer required language regarding indemnification and insurance has been added to the “Miscellaneous Provisions” section.

As requested, OCEAA will submit both clean and redline version of the charter petition. All changes to the document have been tracked for authorizer oversight purposes. OCEAA will work with SAUSD to satisfy any requests for further information or clarification.

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## AFFIRMATIONS AND ASSURANCES

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As the authorized representative of OCEAA, we, the Board of Directors, hereby certify that the information submitted in this petition for a charter renewal of the Orange County Educational Arts Academy (“OCEAA” or “the Charter School”), and to be located within the boundaries of the Santa Ana Unified School District (“SDUSD” or the “District”) is true to the best of our knowledge and belief; we also certify that this petition does not constitute the conversion of a private school to the status of a public charter school; and further, we understand that if awarded a charter, the Charter School will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to:

- The Charter School will meet all statewide standards and conduct the student assessments required, pursuant to Education Code Sections 60605 and 60851, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(c)(1)]
- The Charter School will be deemed the exclusive public school employer of the employees of the Charter School for the purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(b)(5)(O)]
- The Charter School will be nonsectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(d)(1)]
- The Charter School will not charge tuition. [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall admit all students who wish to attend the Charter School, and who submit a timely application, unless the Charter School receives a greater number of applications than there are spaces for students, in which case each application will be given equal chance of admission through a public random drawing process. Except as required by Education Code Section 47605(d)(2), admission to the Charter School shall not be determined according to the place of residence of the student or his or her parents within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(d)(2)(B). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605(d)(2)(C). [Ref. Education Code Section 47605(d)(2)(A)-(C)]
- The Charter School shall not discriminate on the basis of the characteristics listed in Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(d)(1)]

- The Charter School will adhere to all applicable provisions of federal law relating to students with disabilities, including, but not limited to, the Individuals with Disabilities in Education Improvement Act of 2004, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act of 1990.
- The Charter School will meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]
- The Charter School will ensure that teachers in the Charter School hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools are required to hold. As allowed by statute, flexibility will be given to noncore, noncollege preparatory teachers. [Ref. Education Code Section 47605(l)]
- The Charter School will at all times maintain all necessary and appropriate insurance coverage.
- The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).
- If a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information. [Ref. Education Code Section 47605(d)(3)]
- The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. Education Code Section 47612.5(a)]
- The Charter School shall on a regular basis consult with its parents and teachers regarding the Charter School's education programs. [Ref. Education Code Section 47605(c)]
- The Charter School shall comply with any jurisdictional limitations to locations of its facilities. [Ref. Education Code Sections 47605 and 47605.1]
- The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. Education Code Sections 47612(b), 47610]
- The Charter School shall comply with all applicable portions of the Elementary and

Secondary Education Act (“ESEA”).

- The Charter School shall comply with the Public Records Act.
- The Charter School shall comply with the Family Educational Rights and Privacy Act.
- The Charter School shall comply with the Ralph M. Brown Act.
- The Charter School shall meet or exceed the legally required minimum of school days.  
[Ref. Title 5 California Code of Regulations Section 11960]

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Board President Signature

Date

**Ongoing Partnerships with:**

- ~~v Arts Advantage~~
- ~~v The California Arts Project (see Exhibit A for letter of support)~~
- ~~v Orange County Performing Arts Center (see Exhibit A for letter of support)~~
- ~~v Orange County Museum of Art (see Exhibit A for letter of support)~~
- ~~v Orange County High School of the Arts (see Exhibit A for letter of support)~~
- ~~v South Coast Repertory~~
- ~~v Ocean Institute~~
- ~~v Discovery Science Center~~
- ~~v Bower’s Museum~~
- ~~v Cerritos Center for the Performing Arts~~
- ~~v House of Blues, Anaheim~~
- ~~v Broadway on Tour~~
- ~~v The Wooden Floor (formerly known as Saint Joseph's Ballet)~~
- ~~v Barnes & Noble Arts Yearly Fundraiser~~
- ~~v Orange County Department of Education’s Outdoor Science School~~
- ~~v Apple Valley Collaboration~~
- ~~v Tanaka Farms Community Supported Agriculture Project~~
- ~~v Canned Food Drives – Second Harvest Food Bank~~
- ~~v Giving Trees – Western Youth Services~~
- ~~v Brownies~~
- ~~v Girl Scouts~~
- ~~v TEAMS AmeriCorps~~
- ~~v Friday Night Live~~
- ~~v GIRLS, Inc.~~
- ~~v Santa Ana College~~
- ~~v University of California, Irvine Credential Program (see Exhibit A for letter of support)~~
- ~~v The California Reading and Literature Project~~
- ~~v East Los Angeles Theatre~~

- ~~v Orange County Music and Arts Administrators~~
- ~~v Los Angeles Times~~
- ~~v Lesley University~~

#### **2005-06**

- ~~v Opened with Kindergarten through 8<sup>th</sup> grade in August, 2005~~
- ~~v 475 students~~
- ~~v Wait list of 70 students~~
- ~~v Nutrition Services Department opens with home cooked meals for lunch~~
- ~~v Produced all reports by hand~~

- ✓ All teachers received laptops to facilitate curriculum building and collaboration
- ✓ First computer cart purchased to allow for student technology access within our building confines
- ✓ Staff trained in Monart, a visual arts methodology
- ✓ Development of Families Supporting OCEAA (FSO-parent organization)
- ✓ After School Arts Enrichment Activities initiated
- ✓ Lowe's Grant to support outdoor science activities
- ✓ First Annual Talent Show, Family Dinner, and Silent Auction
- ✓ 4 students accepted to Orange County High School of the Arts (OCHSA)
- ✓ 3 students accepted to Middle College

## **2006-07**

- ✓ Earth Day Tree Planting at Santiago Creek
- ✓ Chef Sean, the school chef, catered the Santa Ana Health Expo
- ✓ PowerSchool Student Information System squired
- ✓ Attendance on-line
- ✓ Reports to district, county, state via PowerSchool
- ✓ Electronic Middle School Report Cards
- ✓ Wait list of 113 students
- ✓ Staff trained in Schools Attuned (All Kinds of Minds)
- ✓ Staff attended California Charter School Association (CCSA) Conference
- ✓ Student Leadership Team began
- ✓ ASES Grant awarded
- ✓ FSO raised funds to purchase playground equipment
- ✓ Staff, Students and Parents Participated in Santa Ana's Black History Parade
- ✓ Second Annual Talent Show, Family Dinner, and Silent Auction
- ✓ First Annual Fall Festival
- ✓ Students participated in Young Author's Faire
- ✓ 9 students accepted to OCHSA
- ✓ 2 students accepted to Middle College

## **2007-08**

- ✓ 4 teachers are certified as Thinking Maps trainers
- ✓ The entire staff becomes certified in teaching Thinking Maps
- ✓ 8 Week Artist Residency—Orange County Performing Arts Center (OCPAC)
- ✓ 10,000 books donated from Tarbut V'Torah Community Day School for our library
- ✓ Hosted Imagination Celebration
- ✓ Students participated in Young Authors' Faire
- ✓ Readers' & Writers' Summer Camp
- ✓ Barnes & Noble Fundraiser—over \$1,000 raised to support arts education
- ✓ California Association for Bilingual Education (CABE) 2-Way Student Performance in Newport Beach
- ✓ Staff, Students and Parents Participated in Santa Ana's Black History Parade
- ✓ *Por el amor del los libros: A Day of Celebration at Librería Martínez*
- ✓ First Annual Mexican Independence Celebration with Mexican Consul
- ✓ Staff, Students and Parents Participated in Santa Ana Community Event—*Noche*

*de-altares*

- ~~v Wellness Program adopted by OCEAA Board~~
- ~~v Family Cooking Day hosted by Chef Sean~~
- ~~v Chef Sean catered the Santa Ana Health Expo~~
- ~~v Principal Linda Hardman Greene presented at the California Association for Bilingual Education's 2-Way Conference, Newport Beach~~
- ~~v Full-time Technology Coordinator hired~~
- ~~v 2<sup>nd</sup> computer cart purchased to allow for greater student access to technology within classrooms~~
  - ~~v Wait list of 158 students~~
- ~~v Middle School Parent Portal opened to allow parents access to student grades, assignments and attendance~~
  - ~~v First Annual Jog-a-thon K-8~~
  - ~~v Received two-year Charter extension from SAUSD~~
  - ~~v Staff attended CAFE, San Jose~~
  - ~~v Staff attended California Charter School Association (CCSA) Conference, Sacramento~~
  - ~~v Student Safety Monitor program initiated~~
  - ~~v Second Annual Fall Festival~~
  - ~~v First Annual International Festival~~
  - ~~v Third Annual Talent Show, Family Dinner, and Silent Auction~~
  - ~~v The following teachers received AmeriCorps grants: Krista Abramson, Natalia Martínez, Jacquie Reyes, Gisela Valencia, and Julie Woo~~
  - ~~v Family Literacy Night~~
  - ~~v 9 students accepted to OCHSA~~
  - ~~v 1 student accepted to Middle College~~

## **2008-09**

- ~~v All teachers trained in RESULTS Reading Assessments~~
- ~~v Two Reading Assessments given school-wide~~
- ~~v 4 teachers are certified as Write From the Beginning trainers~~
- ~~v All teachers trained in Write From the Beginning~~
- ~~v Two Writing Assessments given school-wide~~
- ~~v Essential Standards identified K-8 with support from Orange County Department of Education specialists~~
- ~~v 1st Grade Service Learning Project—Books Published and assistance given to Orange County Rescue Mission Shelter.~~
- ~~v The following teachers received AmeriCorps grants: Natalia Martínez, Krista Ratnaweera, Jacquie Reyes, Gisela Valencia, and Julie Woo~~
- ~~v Target Grant—1st Grade teachers—\$700~~
- ~~v Boeing grant awarded thru Arts Advantage—\$20,000~~
- ~~v 8 Week Artist Residency—OCPAC~~
- ~~v Krista Ratnaweera and Meg Terán selected to write the California Arts Project (TCAP) Dance and Theatre Curriculum~~
- ~~v Winter Recital~~
- ~~v CAFE Student Performance, Long Beach~~

- ~~v Orange County Dance Educator of the Year Award—Krista Ratnaweera~~
- ~~v Orange County Music Educator of the Year Nominee—Tania Hernandez~~
- ~~v Middle School Teacher of the Year Nominee—Tania Hernandez~~
- ~~v Official recognition of first Charter school in Arts Advantage~~
- ~~v Barnes & Noble Fundraiser—over \$700 raised to support arts education~~
- ~~v Second Annual Mexican Independence Celebration with Mexican Consul~~
- ~~v Staff, Students and Parents Participated in Santa Ana’s Mexican Independence Parade~~
- ~~v Staff, Students and Parents Participated in Santa Ana Community Event—*Noche de altares*~~
  - ~~v Orange County Environmental Health Division Award of Excellence~~
  - ~~v Insight Educational Group Third Party Review~~
  - ~~v Strategic Plan for Academic Achievement (SPAA) created and implemented~~
  - ~~v Tania Hernandez and Krista Ratnaweera Presented at the CCSA’s Annual Conference with OCPAC, Long Beach~~
  - ~~v Staff attended CCSA Conference~~
  - ~~v Wait list of 212 students~~
  - ~~v Wireless Internet throughout school~~
  - ~~v Participated in California Department of Education Best Practices Cohort to be ready for CALPADS reporting~~
  - ~~v Zoom Data Director project piloted via CCSA~~
  - ~~v Family Math Night~~
  - ~~v United States and Mexican Education Parent Education Night~~
  - ~~v CELDT Parent Education Class~~
  - ~~v Parenting Classes offered on campus~~
  - ~~v Second Annual International Festival~~
  - ~~v Second Annual Jog-a-thon~~
  - ~~v Third Annual Fall Festival~~
  - ~~v Fourth Annual Talent Show, Family Dinner, and Silent Auction~~
  - ~~v 5 students accepted to OCHSA~~
  - ~~v 2 students accepted to Middle College~~

## **2009-10**

- ~~v Data Director implemented school-wide~~
- ~~v Essential Standards Pacing Guides created school-wide~~
- ~~v Comprehensive Assessment Calendar created~~
- ~~o Math Benchmarks (4X/year)~~
- ~~o Reading Assessments (4X/year)~~
  - ~~o Writing Assessments (4X/year with pre and post)~~
- ~~o English Language Arts Benchmarks piloted with upper elementary and middle school for school-wide implementation 2010/11~~
- ~~v 8 Week Artist Residency—OCPAC~~
- ~~v Natalia Martinez—awarded 6 grants worth approximately \$2,265~~
- ~~v Doraima Gomez—awarded 1 grant worth approximately \$400~~
- ~~v Julie Woo—awarded 1 grant worth approximately \$585~~



- ~~v Third Annual Hispanic Heritage Celebration with the Mexican Consul~~
- ~~v Staff, Students and Parents Participated in Santa Ana Community Event—*Noche de altares*~~
- ~~v Natalia Martinez received the Reading Educators Guild Award and Scholarship~~
- ~~v 3<sup>rd</sup> computer cart purchased to increase access to students~~
- ~~v TCAP Dance and Theatre Curriculum piloted K-8~~
- ~~v Tania Hernandez and Hester Petropoulos selected to write TCAP music curriculum~~
- ~~v CST and APRENDA Parent Education Session~~
- ~~v Family Math Night~~
- ~~v CST Release Questions and Testing Strategies Parent Education Sessions~~
- ~~v \$25,000 Grant awarded for the implementation of the MIND Research Institute~~
- ~~v Submitted Race to the Top Memorandum of Understanding to the California Department of Education~~
- ~~v Awarded East Los Angeles Theatre Grant~~
- ~~v Awarded Inside the Outdoors Project Zero Waste Grant~~
- ~~v Awarded Waste Management Grant~~
- ~~v Wait list of 255 students~~

The systems that have been put in place at OCEAA over these past five years will lead to further growth and strengthen our educational program.



# ELEMENT 1

Governing Law: A description of the educational program of the school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an “educated person” in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling students to become self-motivated, competent, and lifelong learners.

A description, for the charter school, of annual goals, for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals.

California Education Code Section 47605(b)(5)(A)

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## **H. — EDUCATIONAL PHILOSOPHY AND PROGRAM (ELEMENT 1)**

~~Governing Law: A description of the educational program of OCEAA, designed, among other things, to identify those whom OCEAA is attempting to educate, what it means to be an “educated person” in the 21<sup>st</sup> century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners.—California Education Code Section 47605(b)(5)(A)(i)~~

### Mission

The mission of the OCEAA community is to nurture all learners to become creative, critical thinkers by providing high quality standards-based instruction through the arts, technology, language and culture.

OCEAA offers students a small-school environment with individualized attention. This is especially beneficial to many of our students who may not otherwise be able to succeed in a traditional public school. This educational setting promotes self-motivated, competent, life-long learning.

### Educational Philosophy

#### ~~EDUCATIONAL PHILOSOPHY~~

### **Whom OCEAA is attempting to educate**

OCEAA targets students in grades TK-8 who have an interest in attending a school with a

commitment to academic excellence and a specialization in arts, technology, language and culture. The OCEAA community values the maintenance and acquisition of both primary and secondary language through culturally relevant curriculum that integrates arts and technology. Located in the heart of Santa Ana, OCEAA seeks to cultivate biliterate and bicultural citizens who will contribute positively to their communities. We value the arts and technology as tools for reaching academic achievement goals and preparing all students for higher education.

### **What does it mean to be an educated person in the 21<sup>st</sup> Century?**

OCEAA believes that an educated person in the 21<sup>st</sup> Century is a life-long learner who is able to think critically and problem solve, who seeks to use their strengths to serve their community and reach their personal goals. Core subjects are taught through the lens of 21<sup>st</sup> Century themes including global awareness and civic literacy. In addition, we believe students should be fluent in English, if not proficient in more than one language, and be comfortable with technology as a tool to enhance opportunities. An educated person in the 21<sup>st</sup> Century understands the role of art in society and appreciates art both by others and as a means of personal expression. Through the arts, we believe it is important for students to develop creativity and innovation, critical thinking and problem solving skills. Ultimately, these skills will develop individuals who are flexible, self-directed, socially aware and responsible.

## ~~How does learning best occur?~~

## How Does Learning Best Occur?

OCEAA believes that learning best occurs when the following objectives are accomplished:

- ~~\_\_\_\_\_~~ A relentless focus on student learning, and continuous assessment of student learning to inform planning, instruction, intervention and enrichment by staff and community.
- ~~\_\_\_\_\_~~ A negotiated, articulated and refined TK-8, standards-based core curriculum that reflects the unique mission of OCEAA.
- ~~\_\_\_\_\_~~ Literacy ~~and~~ numeracy ~~skills are taught through meaningful student work products and performance tasks.~~
- ~~\_\_\_\_\_~~ A ~~commitment to a collegial teaching environment characterized by high expectations for personal professional growth as well as high student achievement~~ b  
~~by school staff.~~
- ~~\_\_\_\_\_~~
- An enhanced support network for each child through an after-school homework help program and other intervention programs and a strong and structured Response to Intervention (RTI) process.
- ~~\_\_\_\_\_~~ ~~An enhanced support network for each child through an after-school homework help program and other intervention programs and a strong and structured Student~~  
~~Success Team (SST) process.~~
- ~~\_\_\_\_\_~~ ~~Multiple opportunities for parent involvement are provided that are linguistically appropriate and include parent communication initiatives, parent volunteer programs, parent leadership programs, and parent education programs.~~
- Multiple opportunities for parent involvement are provided that are linguistically appropriate and include parent communication initiatives, parent volunteer programs, parent leadership programs, and parent education programs.
- ~~\_\_\_\_\_~~ Education, ~~business, and community partnerships are utilized effectively to~~
  - support the school's educational program goals.

## ~~PROGRAM GOALS~~Program Objectives

~~Since the writing of its original charter, OCEAA has gone through several leadership changes. Under the direction of our current Principal, the school opened its doors to a third party review. The results of this review showed that despite high levels of dedication to the students, staff was not as effectively focused on academic achievement as needed to reach our goals. The school followed up on the recommendations of the review by clarifying program~~

goals and developing a Strategic Plan for Academic Achievement (SPAA) (see Exhibit B for the entire plan). The strategic plan supports the following academic goals for students:

OCEAA is a charter school where all stakeholders share a common mission and shared accountability to provide high quality, standards-based instruction that —integrates arts, technology, language and culture. OCEAA's goal/objective is to motivate and assist all students in achieving academic proficiency/success on state academic standards and attaining life-long skills that will prepare them for the 21<sup>st</sup> e-21<sup>st</sup> Century. OCEAA aligns the curriculum in order to ensure success for all students in meeting the requirements of site, state, and ~~state~~ standardized tests/federal testing. When making decisions affecting curriculum, materials resources, professional development, programs or policies, OCEAA refers to this common mission.

OCEAA's fundamental goal/aim is to achieve academic excellence (proficient and above) in all core content areas: —language arts, science and mathematics, and social studies, —through a well-articulated TK-8 standards based curriculum, thus preparing students for a 21<sup>st</sup> 4<sup>th</sup> Century global society. In order to reach our goal of student achievement, we believe students also need to be well versed in the arts, fluent in the use and language of technology, and have the ability to negotiate their use and understanding of multiple languages and cultures. Through the arts, technology, language and culture, we support our —students— in— achieving academic —excellence. Success —at —OCEAA —is —defined— as academic, social, emotional, physical, artistic, technological and linguistic success, and is measured using multiple means including, but not limited to, standardized tests.

OCEAA follows the School's Policies and Procedures (see Exhibit I for Curriculum Policy) when developing and selecting curriculum, materials and instructional activities. These are selected through a collaborative process that uses research-based best practices to support our academic goals. (see Exhibit I for Curriculum Statement).

### Core Academicss

- Students will demonstrate proficient or advanced achievement on the California StandardsCalifornia Assessment of Student Performance and Progress (CAASPP). Tests (CSTs) per No Child Left Behind (NCLB) requirements.
- 
- Students will master computational skills and become effective problem solvers.
- 
- Students will read fluently and comprehend a variety of grade-level texts.
- 
- Students will write effectively for various purposes and audiences.
- 
- Students will demonstrate understanding of essential concepts and issues in science and social studies, which are necessary for local, national and global citizenship.
- As a graduation requirement, students will complete an exit project in which they will demonstrate the ability to select a community issue of genuine interest, make and follow

a plan for investigating the topic, synthesize multiple sources of information in an original written composition, implement a community service action plan, and present their findings before an audience of peers, staff, parents and community members. This exit project integrates core competencies in reading, writing, listening and speaking as outlined in the English/Spanish Language Arts Standards.

~~As a graduation requirement, students will complete an exit project in which they will demonstrate the ability to select a science or social science research topic of genuine interest, make and follow a plan for investigating the topic, synthesize multiple sources of information in an original written composition, and present their findings before an audience of peers, staff, parents and community members. This exit project integrates core competencies in reading, writing, listening and speaking as outlined in the English Language Arts Standards with core competencies in historical analysis and scientific thinking outlined in the History/Social Science and Science Standards. Students will demonstrate understanding of essential concepts and issues in science and social studies, which are necessary for local, national and global citizenship.~~

~~As a graduation requirement, students will complete an exit project in which they will demonstrate the ability to select a science or social science research topic of genuine interest, make and follow a plan for investigating the topic, synthesize multiple sources of information in an original written composition, and present their findings before an audience of peers, staff, parents and community members. This exit project integrates core competencies in reading, writing, listening and speaking as outlined in the English Language Arts Standards with core competencies in historical analysis and scientific thinking outlined in the History/Social Science and Science Standards.~~

## Arts

The first arts objective is to teach arts education with arts based outcomes so students learn the technique and content academic language of that specific discipline. The second objective is teaching for ancillary outcomes so students transfer skills from the art concepts to non-art tasks. The third objective of the arts at OCEAA is to give students the tools necessary to input, process, and output information learned from other subject areas by integrating the arts.

## Technology

OCEAA's technology objective is for our students to access, process and communicate information through the use of various technological media.

## Language and Culture

Students will demonstrate academic excellence in both English and Spanish and develop multicultural competencies including bilingualism, biliteracy, and a rich understanding of and appreciation for global citizenship.

## Curriculum Statement

The OCEAA mission is realized through the implementation of research-based best practices. The school targets standards-based instruction and assessment with professional development focusing on reading, language acquisition, math, learning differences, the arts and technology. Data from local and standardized assessments, in addition to research-based best practices, drive instruction. Teachers are continuously trained to implement a balanced instructional model that provides students with direct instruction, practical application and ongoing inquiry-based assessments. These assessments measure student progress as they develop skills and master essential standards.

All students at OCEAA complete a rigorous academic curriculum that focuses on integrating the arts, technology, language, and culture development. Students learn critical thinking skills in an environment where students create, problem solve, and make connections across the content area disciplines and in two languages. Curriculum and instruction is interactive and students engage in learning through a variety of flexible groupings. Students draw, perform and present orally as a means of assessment, as well as participate in interactive class discussions, debates, group presentations, simulations, and experience-based projects to learn content. Integration of computer technology, including the Internet, provides students with immediate access to worldwide resources. Visual and performing arts content are integrated across all core content



areas in order to provide instruction in a modality appropriate for the talented OCEAA students. Additional arts experiences are incorporated through the following arts program components: Partnerships with local arts institutions (including but not limited to the Orange County Performing Arts Center), artist-teachers, guest teachers, professional arts partnerships, professional performance/exhibition opportunities and integrated, interrelated arts experiences.

Building on our success with vertically aligning instruction based on “Essential Standards,” (Marzano and Reeves), OCEAA has partnered with WestEd to create a coherent scope and sequence of core unit instruction TK-8 that aligns with the California Common Core State Standards and the principles of Understanding by Design (Wiggins and McTighe).

Vertical articulation of these units will allow us to continue to fine-tune our standards-based instruction so that skills spiral TK-8 and students graduate from OCEAA with the skills and knowledge necessary to be successful in a global society. Pacing guides will be utilized to ensure students are prepared to demonstrate mastery of essential CCSS on the Smarter Balanced Assessments in Math and English Language Arts (see Exhibit “B” for 7<sup>th</sup> and 8<sup>th</sup> grade Math example pacing guides). Regular benchmark assessments will provide teachers with data to drive their instruction and meet each individual student’s needs. This data will be shared at least twice annually with students and parents.

### **Reading Instruction**

OCEAA teachers shall be trained in research-based strategies to effectively teach reading, ensuring that all students master reading at developmental benchmarks in the early grades. In addition, an early intervention process will be provided for students who need extra reading support. The reading program consists of a balanced literacy approach to include intensive phonemic awareness development, phonics instruction, guided reading practice and comprehension development. Students are assessed four times a year in reading to closely monitor their progress in phonics, phonemic awareness, accuracy, fluency and comprehension.

### **Math Instruction**

A systematic math program is designed to allow children to master the essential math standards and provide an early intervention process. The math program focuses on basic mathematical computational skills as well as critical thinking application activities that will prepare students for real life application. OCEAA teachers incorporate benchmark assessments four times a year that facilitate flexible groupings to allow for both extension activities and re-teaching as needed.

### **Language Acquisition**

Research-based language acquisition strategies are implemented to ensure second language acquisition. OCEAA teachers will continue to be trained in Guided Language Acquisition Design (GLAD), RESULTS for English Learners, and the ELA/ELD framework, and will participate in on-going professional development in effective second language acquisition strategies.

## Middle School

Sixth through eighth grade students will serve the school community through a strong leadership role. Students in the middle school serve on student council, as safety monitors and participate in peer mentorship opportunities. Middle school students are paired with younger students to serve as positive peer role models. In addition, middle school students work on long-term research-based projects following the “I-Search” model to measure and demonstrate high levels of academic performance. The I-Search project is scaffolded throughout 6th – 8th grades allowing students to build on their prior knowledge. In eighth grade, students complete an I-Search project as part of their exit requirements. The project includes an oral presentation or defense of the student’s research to a group of their peers, adults and teachers. Technology is an integral component of the final I-Search project through the development of PowerPoint/multimedia presentations and the use of web-based research tools.

## Enrichment

OCEAA has several community partnerships that allow students to extend learning beyond the four walls of their classroom. Some examples include:

- The Orange County Museum of Art
- The Orange County Performing Arts Center
- The Cerritos Performing Arts Center
- The House of Blues
- The Discovery Science Center
- Outdoor Science School
- The Riley Farm

## ~~INSTRUCTIONAL PROGRAM DESCRIPTION~~Instructional Program Description

OCEAA believes strongly in the myriad benefits of a Spanish dual emersion program. Previously, ~~offers~~ families had a choice of two program options: an English Only/Structured English Immersion Program (EO/SEI) and a Two-Way Immersion Program (TWI). Based on analysis of both quantitative and qualitative data over the course of the last renewal term, OCEAA has decided to slowly and responsibly phase out the EO/SEI program. This process has already begun and next year all students in fourth grade and below will be exclusively in TWI while the choice of the two programs will still be offered to fifth graders and up. For the next four years we will phase out one successive grade level at a time until all students at all grade levels are in a TWI program. Our program is informed by the “Guiding Principles for Dual Language Education,” which is the nationally recognized tool for planning dual language programs; endorsed by the Center for Applied Linguistics (see Exhibit “C”).

### **Two-Way Immersion Program**

OCEAA follows one of the most effective models for second-language acquisition (Collier & Thomas; Lindholm-Leary), which is the 90:10 two-way model. Initially, 90% of the day is Spanish. As students progress through the program, the instructional day balances to 50%

English and 50% Spanish by the time students reach 5<sup>th</sup> grade. All students are initially taught literacy in Spanish with English literacy being added on in 3<sup>rd</sup> grade. Academic content is divided equally between the two languages as well.

~~Two Way Program Goals: Bilingualism and Biliteracy~~  
Positive Cross-Cultural Competencies

- ~~1. Bilingualism and Biliteracy~~
- ~~2. Academic Excellence in Spanish and English~~
- ~~3. Positive Cross-Cultural Competencies~~

### **English Only/Structured English Program**

Students in the EO/SEI program receive all of their instruction in English. Teachers use research-based instructional strategies for their English learners to facilitate language acquisition. These include visuals, multi-sensory activities and incorporating students' prior knowledge in their primary language.

~~English Program Goals:~~

- ~~Positive Cross-Cultural Competencies~~
- ~~1. Academic Excellence in English~~
  - ~~2. Positive Cross-Cultural Competencies~~

### ~~Arts Goals~~

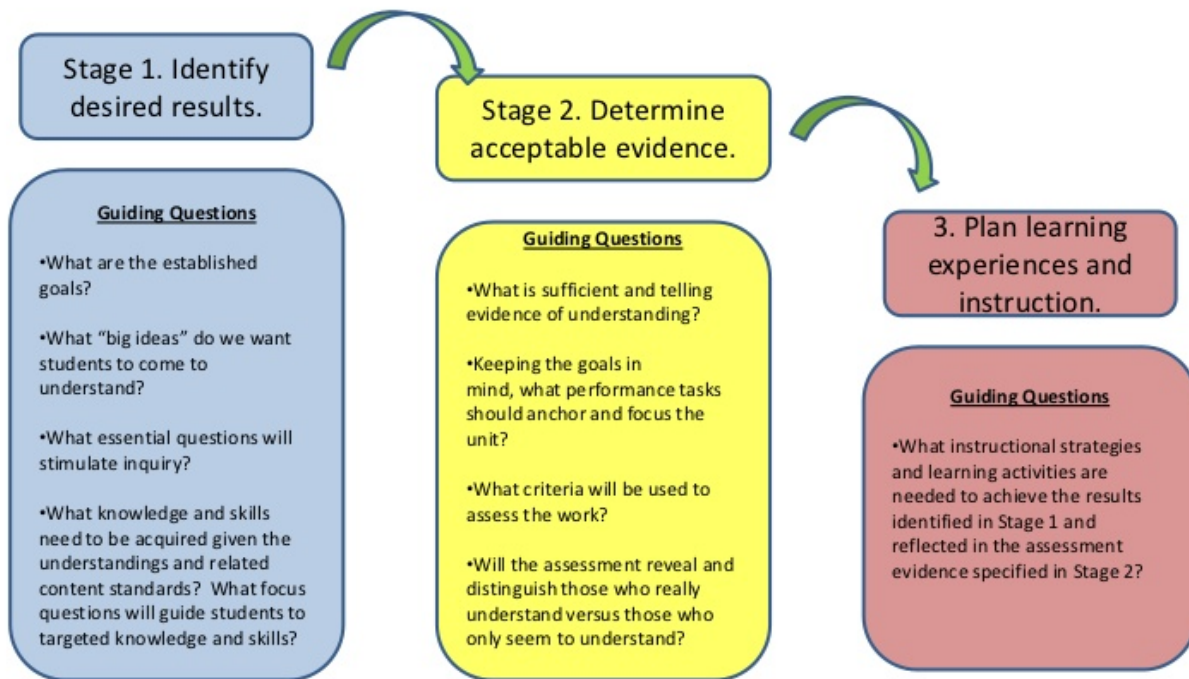
~~The first arts goal is to teach arts education with arts based outcomes so students learn the technique and content academic language of that specific discipline, as outlined by the California State Standards. The second arts goal is teaching for ancillary outcomes so students transfer skills from the art concepts to non-art tasks. The third goal of the arts at OCEAA is to give students the tools necessary to input, process, and output information learned from other subject areas by integrating the arts.~~

### ~~Rigorous Standards-Based Curriculum~~

#### ~~RIGOROUS STANDARDS-BASED CURRICULUM~~

~~OCEAA strives to prepare students for success in a college-preparatory high school program. All core content instruction and materials are aligned with the state content standards; state-adopted textbooks have been a primary resource for core curriculum development. To enhance the structure and rigor of the school's curriculum, the staff underwent training in the Understanding by Design ("UbD") model and implements this with fidelity. The following graphic shows the stages of this model:~~

# UbD: Stages of Backward Design



is presently being trained in using a research-based model of unit design (i.e. *Understanding by Design*). Professional development is currently focused on increasing rigor and instructional effectiveness. Professional development on this strategy as well as others occurs weekly and staff receive ongoing support by instructional coaches (see Exhibit “D” for the 2015-16 draft Professional Development Plan). In addition, this year staff receive multiple fourteen full-day professional development sessions as well as release days throughout the year to ensure that a rigorous standards-based curriculum is provided to students. The use of essential questions and performance assessments in the unit design model will assist teachers in designing intellectually challenging, standards-based learning experiences for all students.

In order to meet the needs of our English Learners, English Language Development is taught on a daily basis. Specially Designed Academic Instruction in English (SDAIE) and Guided Language Acquisition Design (GLAD) strategies are used to ensure access to both language and content goals. Students are assessed continuously for language skills in order to assist in flexible grouping. This spring staff has also been trained by the California Reading and Literacy Project (CRLP) in structured language practice, multiple measures of reading assessment, and oral language assessment to assist them in further supporting their English Learners. English Learners in the Two-Way Immersion program have ongoing opportunities to practice speaking English with native English speakers who serve as language “experts” throughout the school day. Staff will be trained by the California Reading and Literacy Program

(CRLP) in using an English Language Development assessment that can be administered by teachers to assist them in further supporting their English Learners. English Learners in the Two-Way Immersion program have ongoing opportunities to practice speaking English with native English speakers who serve as language “experts” throughout the school day.

~~T~~~~h~~~~e~~ ~~a~~~~r~~~~t~~~~s~~, ~~i~~~~n~~~~c~~~~l~~~~u~~~~d~~~~i~~~~n~~~~g~~ ~~–~~music, drama, visual arts, and dance, are significant parts of student life at OCEAA. Students are encouraged to nourish their interest and talent through exposure to a broad array of learning experiences both during and after school. A comprehensive, standards-based format is followed, emphasizing artistic perception, creative expression, cultural heritage, and aesthetic valuing. This comprehensive program is composed of three modes of instruction: a) instruction connecting the arts and other core subjects; ~~b) b)~~

instruction linking the arts disciplines; and c) subject-centered arts instruction in dance, music, theater, and visual arts.– In addition, the arts curriculum is supported by partnerships with local –community artistic organizations, artist-in residence –teachers, –guest –teachers, professional— –arts –partnerships, —college/university –partnerships, professional performance/exhibition opportunities and an integrated, interrelated arts experience. In this term, OCEAA seeks to continue to improve its arts integrated program by aligning instruction to both the Common Core State Standards and the National Core Arts Standards, which have been provided below (see Exhibit “E” for more information).

National Core Arts Standards			
Artistic Processes and Anchor Standards			
Artistic Processes			
<b>Creating</b> Definition: Conceiving and developing new artistic ideas and work.	<b>Performing/Presenting/Producing</b> Definitions: <b>Performing:</b> Realizing artistic ideas and work through interpretation and presentation. <b>Presenting:</b> Interpreting and sharing artistic work. <b>Producing:</b> Realizing and presenting artistic ideas and work.	<b>Responding</b> Definition: Understanding and evaluating how the arts convey meaning.	<b>Connecting</b> Definition: Relating artistic ideas and work with personal meaning and external context.
Anchor Standards			
Students will:  1. Generate and conceptualize artistic ideas and work.  2. Organize and develop artistic ideas and work.  3. Refine and complete artistic work.	Students will:  4. Select, analyze, and interpret artistic work for presentation.  5. Develop and refine artistic techniques and work for presentation.  6. Convey meaning through the presentation of artistic work.	Students will:  7. Perceive and analyze artistic work.  8. Interpret intent and meaning in artistic work.  9. Apply criteria to evaluate artistic work.	Students will:  10. Synthesize and relate knowledge and personal experiences to make art.  11. Relate artistic ideas and works with societal, cultural and historical context to deepen understanding.

In technology, we strive to create an environment where the innovative use of technology enhances learning and improves student achievement for all students, including those with

physical or learning disabilities. Our goal is to empower all instructional staff to enhance classroom instruction by integrating technology into their lesson plans in alignment with California Content StandardsCCSS and the National Educational TechnologyInternational Society for Technology in Education Standards for Students as articulated below:

<b>ISTE Standards for Students</b>	
<b><u>1. Creativity and innovation</u></b> <u>Students demonstrate creative thinking, construct knowledge, and develop innovative products and processes using technology.</u>	<u>a. Apply existing knowledge to generate new ideas, products, or processes</u> <u>b. Create original works as a means of personal or group expression</u> <u>c. Use models and simulations to explore complex systems and issues</u> <u>d. Identify trends and forecast possibilities</u>
<b><u>2. Communication and collaboration</u></b> <u>Students use digital media and environments to communicate and work collaboratively, including at a distance, to support individual learning and contribute to the learning of others.</u>	<u>a. Interact, collaborate, and publish with peers, experts, or others employing a variety of digital environments and media</u> <u>b. Communicate information and ideas effectively to multiple audiences using a variety of media and formats</u> <u>c. Develop cultural understanding and global awareness by engaging with learners of other cultures</u> <u>d. Contribute to project teams to produce original works or solve problems</u>
<b><u>3. Research and information fluency</u></b> <u>Students apply digital tools to gather, evaluate, and use information.</u>	<u>a. Plan strategies to guide inquiry</u> <u>b. Locate, organize, analyze, evaluate, synthesize, and ethically use information from a variety of sources and media</u> <u>c. Evaluate and select information sources and digital tools based on the appropriateness to specific tasks</u> <u>d. Process data and report results</u>
<b><u>4. Critical thinking, problem solving, and decision making</u></b> <u>Students use critical thinking skills to plan and conduct research, manage projects, solve problems,</u>	<u>a. Identify and define authentic problems and significant questions for investigation</u> <u>b. Plan and manage activities to develop a solution or complete a project</u> <u>c. Collect and analyze data to identify solutions and/or make informed decisions</u>



and make informed decisions using appropriate digital tools and resources.	d. Use multiple processes and diverse perspectives to explore alternative solutions
<b>5. Digital citizenship</b> Students understand human, cultural, and societal issues related to technology and practice legal and ethical behavior.	a. Advocate and practice safe, legal, and responsible use of information and technology b. Exhibit a positive attitude toward using technology that supports collaboration, learning, and productivity c. Demonstrate personal responsibility for lifelong learning d. Exhibit leadership for digital citizenship
<b>6. Technology operations and concepts</b> Students demonstrate a sound understanding of technology concepts, systems, and operations.	a. Understand and use technology systems b. Select and use applications effectively and productively c. Troubleshoot systems and applications d. Transfer current knowledge to learning of new technologies

S:

We have purchased learning software and publishing programs for the various grade levels, as well as rights to use an online professional development tutorial that will allow instructors and staff members to build new technology skills according to their individual needs. In addition, we have ~~three mobile computer carts with over 75 laptops~~ chrome books and iPads accessible to all TK-8 students. By learning to effectively integrate technology into day-to-day classroom activities, instructors improve student achievement, develop students' technology skills, and prepare them to function more effectively in the global economy. ~~In February, first through sixth grade~~ Teachers will will receive ongoing professional development in the ITSE standards and supportive technology and a computer programs to support mathematics instruction that incorporates visualization and spatial processes to help conceptual development.

### Students to be Served

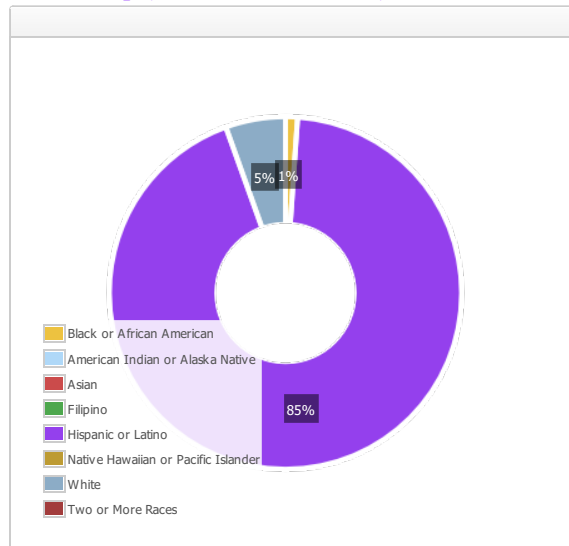
#### **STUDENTS TO BE SERVED**

OCEAA educates up to 600 students from Orange and the surrounding counties in grades Transitional-Kindergarten through Eighth. Currently, these students come from diverse backgrounds that include a wide variety of socio-economic status, race and ethnicities, language, and disabilities (see tables below taken from the latest SARC and CDE DataQuest). ~~Table 2.4 shows the total enrollment by program, language status and Title I status.~~



**Table 2.4 Total Enrollment Student Enrollment by Student Group (School Year 2013-14)**

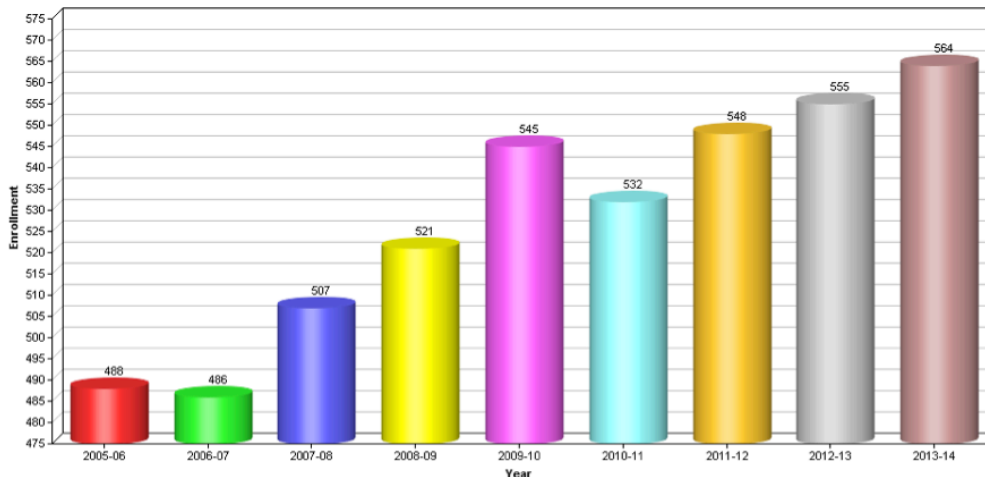
Group	Percent of Total Enrollment
Black or African American	1.2
American Indian or Alaska Native	0.2
Asian	0.7
Filipino	0.0
Hispanic or Latino	85.6
Native Hawaiian or Pacific Islander	0.0
White	5.0
Two or More Races	0.0
Socioeconomically Disadvantaged	77.8
English Learners	44.1
Students with Disabilities	6.7



**Student Enrollment by Grade Level (School Year 2013-14)**

Grade Level	Number of Students
Kindergarten	79
Grade 1	60
Grade 2	57
Grade 3	56
Grade 4	62
Grade 5	61
Grade 6	61
Grade 7	54
Grade 8	74
Total Enrollment	564

## Student Enrollment Trend Data



## Charter School Goals and Actions to Achieve the Eight State Priorities

### CHARTER SCHOOL GOALS AND ACTIONS TO ACHIEVE THE STATE PRIORITIES

Pursuant to Education Code Section 47605.6(b)(5)(A)(ii), following is a table describing the Charter School's annual goals to be achieved in the state priorities schoolwide and for all pupil subgroups, as described in Education Code Section 52060(d), and specific annual actions to achieve those goals.

#### Local Control and Accountability Plan ("LCAP")

The Charter School will produce a Local Control and Accountability Plan ("LCAP") using the LCAP template adopted by the State Board of Education. Pursuant to Education Code Section 47606.5, on or before July 1, 2015, and each year thereafter, the Charter School shall update the LCAP, including the goals and annual actions identified below. The Charter School shall submit the LCAP to SAUSD as well as the Orange County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33. A copy of the initial LCAP submitted in 2014 is attached for reference as Exhibit "F" and will be married with the goals and outcomes included in this chart and the version in Element 2 as part of the LCAP annual update pursuant to the process outlined in Education Code.

The LCAP and any revisions necessary to implement the LCAP shall not be considered a material revision to the charter, and shall be maintained by the Charter School at the school site.

Because each state priority has multiple parts, in order to align with the goals and annual actions to these multiple parts of each state priority, the Charter School has separated out the state priorities into "subpriorities."

#### STATE PRIORITY #1— BASIC SERVICES

*The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d))*

#### SUBPRIORITY A – TEACHERS

<u>GOAL TO ACHIEVE SUBPRIORITY</u>	<u>100% of core teachers will hold a valid CA Teaching Credential with appropriate English learner authorization as defined by the CA Commission on Teaching Credentialing, and 100% of credentialed teachers will be appropriately assigned</u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>All core teacher candidates screened for employment will hold valid CA Teaching Credential with appropriate English learner and bilingual instruction authorizations; Human Resources Manager will annually review credential status</u>
<b><u>SUBPRIORITY B – INSTRUCTIONAL MATERIALS</u></b>	
<u>GOAL TO ACHIEVE SUBPRIORITY</u>	<u>Students will have access to high quality instructional materials that support mastery of CA Common Core State Standards and 21<sup>st</sup> century skills as outlined in our charter petition</u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>All instructional materials purchased will be aligned to CA Common Core State Standards and 21<sup>st</sup> century skills as outlined in our charter petition</u>
<b><u>SUBPRIORITY C – FACILITIES</u></b>	
<u>GOAL TO ACHIEVE SUBPRIORITY</u>	<u>All students and staff will work in a healthy, safe and secure environment that supports achievement</u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>Daily general cleaning by custodial staff will maintain campus cleanliness using only “green” products; Annual and monthly facility inspections will screen for safety hazards</u>
<b><u>STATE PRIORITY #2— IMPLEMENTATION OF COMMON CORE STATE STANDARDS</u></b> <i><u>Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency</u></i>	
<b><u>SUBPRIORITY A – CCSS IMPLEMENTATION</u></b>	
<u>GOAL TO ACHIEVE SUBPRIORITY</u>	<u>All core teachers will participate in annual professional development on the implementation of Common Core State Standards and Smarter Balanced Interim Assessments</u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>Train teachers in recently adopted <i>Go Math!</i> materials, Cognitively Guided Instruction and close reading; train teachers in administering and scoring Smarter Balanced Interim Assessments twice annually to measure progress</u>
<b><u>SUBPRIORITY B – EL STUDENTS &amp; ACADEMIC CONTENT KNOWLEDGE</u></b>	
<u>GOAL TO ACHIEVE SUBPRIORITY</u>	<u>EL students will gain academic content knowledge through the implementation of CCSS aligned instruction and assessment</u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>ELs participate in CCSS-aligned instruction with language support from the integration of the ELA/ELD framework in all content areas; ELs receive interventions as indicated by analysis of assessment data</u>
<b><u>SUBPRIORITY C – EL STUDENTS &amp; ENGLISH LANGUAGE PROFICIENCY</u></b>	

<u>GOAL TO ACHIEVE SUBPRIORITY</u>	<u>EL students will gain English language proficiency through instruction that aligns the CA ELD Standards with the CCSS for English Language Arts and literacy in History/Social Studies and Science</u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>Teachers of ELs participate in at least 10 hours of professional development activities to align the ELA/ELD framework with CCSS ELA/Literacy standards.</u>
<b>STATE PRIORITY #3— PARENTAL INVOLVEMENT</b> <i>Parental involvement, including efforts to seek parent input for making decisions for schools, and how the school will promote parent participation</i>	
<b>SUBPRIORITY A – ACHIEVING/MAINTAINING PARENTAL INVOLVEMENT</b>	
<u>GOAL TO ACHIEVE SUBPRIORITY</u>	<u>Maintain parent representation and leadership</u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>OCEAA will promote and work with parent leadership organizations including but not limited to Families Supporting OCEAA (FSO), English Learner Advisory Council (ELAC), and a School Site Council</u>
<b>SUBPRIORITY B – PROMOTING PARENT PARTICIPATION</b>	
<u>GOAL TO ACHIEVE SUBPRIORITY</u>	<u>Promote parent volunteer opportunities through a Parent Volunteer Coordinator</u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>School administration will work with the Parent Volunteer Coordinator to solicit a volunteer list that the coordinator will organize based on expertise and availability.</u>
<b>SUBPRIORITY C – SURVEYS</b>	
<u>GOAL TO ACHIEVE SUBPRIORITY</u>	<u>Solicit parent feedback via annual satisfaction surveys</u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>Annually, OCEAA school administration will conduct school satisfaction assessments to generate strategies for improvement. Results of parent satisfaction surveys will be presented to the OCEAA Board of Directors for discussion and follow-up.</u>
<b>STATE PRIORITY #4— STUDENT ACHIEVEMENT</b> <i>Pupil achievement, as measured by all of the following, as applicable:</i> <i>A. CA Measurement of Academic Progress and Performance statewide assessment</i> <i>B. The Academic Performance Index (API)</i> <i>C. Percentage of pupils who have successfully completed courses that satisfy UC/CSU entrance requirements, or career technical education</i> <i>D. Percentage of ELs who make progress toward English language proficiency as measured by the California English Language Development Test (CELDT) and/or English Language</i>	

<u>Proficiency Assessment for California (ELPAC)</u> <u>E. EL reclassification rate</u> <u>F. Percentage of pupils who have passed an AP exam with a score of 3 or higher</u> <u>G. Percentage of pupils who participate in and demonstrate college preparedness pursuant to the Early Assessment Program (E.C. §99300 et seq.) or any subsequent assessment of college preparedness</u>	
<b>SUBPRIORITY A – CCSS SBA: ELA/LITERACY AND MATHEMATICS</b>	
<b><u>GOAL TO ACHIEVE SUBPRIORITY</u></b>	Students at every applicable grade level, including all student subgroups, score proficient or higher on the CCSS Smarter Balanced Assessment (SBA) in the area of English Language Arts/Literacy and Mathematics
<b><u>ACTIONS TO ACHIEVE GOAL</u></b>	Positive school climate, classroom instruction that integrates the arts and technology; appropriate CCSS aligned instructional materials; implementation of intervention programs to assist at-risk students
<b>SUBPRIORITY B – API</b>	
<b><u>GOAL TO ACHIEVE SUBPRIORITY</u></b>	OCEAA, including all student subgroups, will meet the annual API Growth Target, or equivalent, as mandated by the CA State Board of Education
<b><u>ACTIONS TO ACHIEVE GOAL</u></b>	Classroom instruction will align to CCSS, students will receive targeted interventions through the RtI process, teachers will receive PD in prioritized areas to facilitate ongoing program improvement
<b>SUBPRIORITY C – UC/CSU COURSE GRADE REQUIREMENTS (OR CTE)</b>	
<b>GRADE LEVELS NOT APPLICABLE TO CHARTER SCHOOL</b>	
<b>SUBPRIORITY D – EL PROFICIENCY RATES</b>	
<b><u>GOAL TO ACHIEVE SUBPRIORITY</u></b>	ELs will become English Proficient within 5 years of entering language instruction educational programs
<b><u>ACTIONS TO ACHIEVE GOAL</u></b>	Carefully grouping primary grade ELs for ELD instruction, carefully integrating ELA/ELD framework into secondary instruction, identifying specific targets for language learning, assessing learning through standards-referenced assessments
<b>SUBPRIORITY E – EL RECLASSIFICATION RATES</b>	
<b><u>GOAL TO ACHIEVE SUBPRIORITY</u></b>	OCEAA will maintain a 20% reclassification rate annually
<b><u>ACTIONS TO ACHIEVE GOAL</u></b>	Close monitoring and support for students who achieved language proficiency on the CELDT but did not meet additional requirements for reclassification
<b>SUBPRIORITY F – AP EXAM PASSAGE RATE</b>	
<b>GRADE LEVELS NOT APPLICABLE TO CHARTER SCHOOL</b>	

<b>SUBPRIORITY G – COLLEGE PREPAREDNESS/EAP</b>	
<b>GRADE LEVELS NOT APPLICABLE TO CHARTER SCHOOL</b>	
<b>STATE PRIORITY #5— STUDENT ENGAGEMENT</b>	
<i>Pupil engagement, as measured by all of the following, as applicable:</i>	
<i>A. School attendance rates</i> <i>B. Chronic absenteeism rates</i> <i>C. Middle school dropout rates (EC §52052.1(a)(3))</i> <i>D. High school dropout rates</i> <i>E. High school graduation rates</i>	
<b>SUBPRIORITY A – STUDENT ATTENDANCE RATES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	<u>OCEAA will maintain a 95% ADA rate</u>
<b>ACTIONS TO ACHIEVE GOAL</b>	<u>OCEAA will provide a safe and engaging learning environment for all its students and families, including those of the various subgroups enrolled</u>
<b>SUBPRIORITY B – STUDENT ABSENTEEISM RATES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	<u>Students will not have more than five absences in any school year</u>
<b>ACTIONS TO ACHIEVE GOAL</b>	<u>Parents will be informed of chronic absences as specified in school-family handbook</u>
<b>SUBPRIORITY C – MIDDLE SCHOOL DROPOUT RATE</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	<u>OCEAA students will not dropout.</u>
<b>ACTIONS TO ACHIEVE GOAL</b>	<u>OCEAA’s Registrar will maintain communication with families of students who dis-enroll, and email/phone records with new institutions, until transfer of official documents has occurred.</u>
<b>SUBPRIORITY D – HIGH SCHOOL DROPOUT RATES</b>	
<b>GRADE LEVELS NOT APPLICABLE TO CHARTER SCHOOL</b>	
<b>SUBPRIORITY E – HIGH SCHOOL GRADUATION RATES</b>	
<b>GRADE LEVELS NOT APPLICABLE TO CHARTER SCHOOL</b>	
<b>STATE PRIORITY #6— SCHOOL CLIMATE</b>	
<i>School climate, as measured by all of the following, as applicable:</i>	
<i>A. Pupil suspension rates</i>	

<u>B. Pupil expulsion rates</u> <u>C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness</u>	
<b>SUBPRIORITY A – PUPIL SUSPENSION RATES</b>	
<b><u>GOAL TO ACHIEVE SUBPRIORITY</u></b>	<u>OCEAA will maintain an annual suspension rate of less than 5%</u>
<b><u>ACTIONS TO ACHIEVE GOAL</u></b>	<u>OCEAA staff will implement a strong Tier 1 discipline plan using the Positive Behavior Interventions and Supports (PBIS) approach; when Tier 1 interventions are not successful, individualized intervention plans are created with students and parents to manage behavior issues and concerns</u>
<b>SUBPRIORITY B – PUPIL EXPULSION RATES</b>	
<b><u>GOAL TO ACHIEVE SUBPRIORITY</u></b>	<u>OCEAA will maintain an annual expulsion rate of less than 1%</u>
<b><u>ACTIONS TO ACHIEVE GOAL</u></b>	<u>OCEAA staff will implement a strong Tier 1 discipline plan using the Positive Behavior Interventions and Supports approach; when Tier 1 interventions are not successful, individualized intervention plans are created with students and parents to manage behavior issues and concerns</u>
<b>SUBPRIORITY C – OTHER SCHOOL SAFETY AND SCHOOL CONNECTEDNESS MEASURES</b>	
<b><u>GOAL TO ACHIEVE SUBPRIORITY</u></b>	<u>OCEAA students and staff will adhere to the School Emergency Response Plan</u>
<b><u>ACTIONS TO ACHIEVE GOAL</u></b>	<u>Annually, all school employees will be trained on the elements of the School Emergency Response Plan. Students and staff will participate in Fire, Earthquake, and other safety drills.</u>
<b>SUBPRIORITY D - SURVEYS</b>	
<b><u>GOAL TO ACHIEVE SUBPRIORITY</u></b>	<u>Students, parents and teachers will feel a sense of community and safety on campus</u>
<b><u>ACTIONS TO ACHIEVE GOAL</u></b>	<u>Administration will devise and administer satisfaction surveys to parents, students, and teachers annually. A variety of engaging co-curricular opportunities will further enhance students' sense of belonging and community.</u>
<b>STATE PRIORITY #7— COURSE ACCESS</b> <u>The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM-eligible, or foster youth; E.C. §42238.02) and students with exceptional needs.</u> <u>"Broad course of study" includes the following, as applicable:</u>	

<u>Grades 1-6: English, mathematics, social sciences, science, visual and performing arts, health, physical education, and other as prescribed by the governing board. (E.C. §51210)</u> <u>Grades 7-12: English, social sciences, foreign language(s), physical education, science, mathematics, visual and performing arts, applied arts, and career technical education. (E.C. §51220(a)-(i))</u>	
<u>GOAL TO ACHIEVE SUBPRIORITY</u>	<u>OCEAA students, including all student subgroups, will have access to and enroll in our academic and educational program as outlined in the OCEAA's Charter</u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>All academic content areas will be available to all students, including student subgroups, at all grade levels</u>
<b>STATE PRIORITY #8— PUPIL OUTCOMES- ACADEMIC EXCELLENCE DOMAIN: ENGLISH LANGUAGE ARTS</b> <u>From the subject areas described above in #7, as applicable.</u>	
<b>SUBPRIORITY A - ENGLISH</b>	
<u>GOAL TO ACHIEVE SUBPRIORITY</u>	<u>All students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level proficiency in English Language Arts/Literacy.</u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>Common Core aligned instructional guides and benchmarks, training in close reading strategies, integration and application of instructional technology, and goal setting based on data for all students.</u>
<b>SUBPRIORITY B - MATHEMATICS</b>	
<u>GOAL TO ACHIEVE SUBPRIORITY</u>	<u>All students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level proficiency in Mathematics.</u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>Common Core aligned instructional guides and benchmarks, training in <i>Go Math!</i> materials and Cognitively Guided Instruction, integration and application of instructional technology, and goal setting based on data for all students.</u>
<b>SUBPRIORITY C – SOCIAL SCIENCES</b>	
<u>GOAL TO ACHIEVE SUBPRIORITY</u>	<u>All students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level skills and content knowledge in the social sciences.</u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>Training in Common Core History/Social Science Literacy Standards, ELA/ELD framework, close reading strategies and Document Based Questions, and integration and application of instructional technology to enhance content knowledge</u>
<b>SUBPRIORITY D – SCIENCE</b>	
<u>GOAL TO ACHIEVE</u>	<u>All students, including all student subgroups, will demonstrate grade level skills and content knowledge in the sciences.</u>



<u>SUBPRIORITY</u>	
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>Training in Next Generation Science Standards, Common Core Science Literacy Standards, ELA/ELD framework, close reading strategies, and integration and application of instructional technology to enhance content knowledge</u>
<u>SUBPRIORITY E – PHYSICAL EDUCATION</u>	
<u>GOAL TO ACHIEVE SUBPRIORITY</u>	<u>All students, including all student subgroups, will demonstrate physical fitness.</u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>The playground team will implement an “Active play” recess program TK-8, and develop a standards–based PE scope a sequence for TK-6 that scaffolds physical fitness and development.</u>
<u>SUBPRIORITY F – FOREIGN LANGUAGES</u>	
<u>GOAL TO ACHIEVE SUBPRIORITY</u>	<u>All students in the Two-Way Immersion Program, including all student subgroups, will demonstrate grade level skills and content in Spanish.</u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>Dual Immersion Committee and DI Coordinator will conduct training in Dual Language Guiding Principles and 90:10 model, DI Coordinator will provide ongoing support through co-planning, demonstration, observation and coaching</u>
<u>SUBPRIORITY G – VISUAL AND PERFORMING ARTS</u>	
<u>GOAL TO ACHIEVE SUBPRIORITY</u>	<u>All students, including all student subgroups, will demonstrate grade level skills and content knowledge in the arts.</u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>OCEAA’s Arts Coordinator will: 1) coordinate professional development and instruction in the arts TK-8; 2) secure access to programs and resources (such as Artists–in-Residence) that support access to high quality art experiences, and 3) provide support to teachers through demonstrations, modeling, and co-planning</u>
<u>SUBPRIORITY G – OTHER SUBJECTS – SOCIAL AND CIVIC RESPONSIBILITY</u>	
<u>GOAL TO ACHIEVE SUBPRIORITY</u>	<u>All students will demonstrate social and civic responsibility based on the ORCA way: <b>Organization, Respect, Careful, Accepting Responsibility</b></u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>OCEAA staff will model, teach and recognize ORCA behaviors daily and over time to build a safe and caring community; PBIS committee will develop and publicize a citizenship rubric aligned to ORCA behaviors; Peer Conflict Mediator Coordinators will train a cadre of students to be conflict managers through the Peer Assistance Leadership program (PAL)</u>
<u>SCHOOL PRIORITY #1— ACHIEVEMENT OF TWO WAY IMMERSION PROGRAM VISION TO CREATE BILITERATE, BILINGUAL AND BICULTURAL STUDENTS</u>	

*The extent to which pupils have opportunities to develop biliteracy, bilingualism and biculturalism*

<u>GOAL TO ACHIEVE SCHOOL PRIORITY</u>	<u>Transform school culture to increase Spanish as the preferred language of communication during non-instructional interactions, and infuse core units with wide exposure to Spanish and Latin American-themed content</u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>OCEAA's Dual Immersion Committee will: 1) study current use of English as default language and plan positive reinforcement to increase the use of Spanish; and 2) create a professional development plan to increase the integration of authentic Spanish/Latin American literature, history, arts and culture content into core units of instruction</u>
<b><u>SCHOOL PRIORITY #2— STANDARDS BASED REPORT CARDS</u></b> <i>The extent to which the information shared in report cards provides students and parents with meaningful information about current levels of student achievement as defined by standards</i>	
<u>GOAL TO ACHIEVE SCHOOL PRIORITY</u>	<u>OCEAA's report cards and gradebook practices communicate student achievement in ways that are consistent, meaningful, accurate, and supportive of learning</u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>The Instructional Leadership Team will develop a grading policy and make a plan to phase in adjustments to grading and evaluation practices to ensure report card grades communicate student achievement in ways that are consistent, meaningful, accurate, and supportive of learning; teachers will implement first round changes to grading and assessment practices</u>

**Plan For Students Who Are Academically Low-Achieving**

Academically low achieving students

## **PLAN FOR STUDENTS WHO ARE ACADEMICALLY LOW-ACHIEVING**

Academically low achieving students are identified using multiple data sources. Multiple measures include, but are not limited to, standardized test scores (STAR, APRENDA, and CELDT), in-house benchmark assessments in reading, writing, and math, and teacher created assessments. Specific benchmarks are established in each core academic area (see Exhibit C for Response to Intervention (RTI) Student Identification Criteria) in order to facilitate identification of students who need additional support. Other methods of identification include, but are not limited to, teacher referral, incomplete class work or homework, grades on report cards and progress reports, truanancies, and lack of parental support in the home. Students are further identified for non-academic factors such as social-emotional difficulties that cause them to perform below expected level.

Over the next five years OCEAA will fully implements the RTI model (see Exhibit “G” for more information), which stresses the importance of prevention and early intervention. OCEAA has aggressively worked this year on focuses on Tier I, powerful first-time instruction, to proactively prevent student failure. First, we have a focus on appropriate instructional scaffolding in a rigorous standards-based curriculum, is implemented to support success for all students. In addition, teachers use both formal and informal assessments to differentiate instruction based on students’ needs. OCEAA’s assessments plan, discussed in more detail in Element III, provide for regular monitoring of students’ mastery of grade level standards. These results are shared with students and parents twice annually during student-led conferences in September at our Goal Setting Conferences (see Exhibit D for an example of what is shared with parents). An additional conferences may takes place at the end of the first trimester to document progress and set additional goals for goal setting to close the achievement gap. Another important factor to support prevention of academic gaps is parental support and education. OCEAA offers parent support and education through regular communication and family education sessions. These sessions include, but are not limited to, topics such as how to understand state assessment data, math and literacy education, culturally relevant topics identified by parents, supporting test preparation strategies, and the importance of attendance. Parents have access to students’ grades, assignments, attendance records and academic support resources through OCEAA’s online portal (PowerSchool) which helps facilitate continuous communication between the home and school.

Early intervention is key to preventing and closing the achievement gap once students begin to struggle. Currently, Sstudents’ reading progress is monitored on a weekly basis. Some of our early interventions in kinder and first grade include weekly progress monitoring of phonemic awareness, phonics, decoding, and comprehension (DIBELS). Other interventions used in kinder through eighth grade include, but are not limited to, auditory, visual, kinesthetic and tactile instructional strategies, tutoring before and after school, highly extensive professional development for staff on effective instructional practices, and intervention groups during OCEAA day. Tier II school-wide interventions include: computer programs that incorporate visual and spatial processes that enable students to master mathematical concepts (i.e. MIND Research Institute), increased intervention opportunities after school to target identified students

in reading and math, continued coaching to increase the effectiveness of first round instruction and rigor, continued parent education and involvement, and increased access to community resources. ~~OCEAA is in the process of identifying~~ has a list of additional Tier I, II, and III level interventions (see Exhibit C) and will continue to refine the list over the next five years. ~~This year we formed an~~ here is also an RTI committee and ~~they will~~ that facilitates

engage in professional development to aide the school in preventing students from falling behind. We have already seen a decrease in the number of students in the RTI process this year because of the Tier I interventions implemented and use of data. We also look forward to continuing to Ongoing collaboration with the SAUSD Special Education staff will to further develop effective interventions and practices.

Next year our focus will be on Tier II school-wide interventions which include: computer programs that incorporate visual and spatial processes that enable students to master mathematical concepts (i.e. *MIND Research Institute*), increased intervention opportunities after school to target identified students in reading and math, continued coaching to increase the effectiveness of first round instruction and rigor, continued parent education and involvement, and increased access to community resources.

Students with identified special needs take advantage of resource classes for assistance with test taking and difficult class assignments, and learning strategies. These students also are given an appropriate testing environment and time to maximize their potential for success.

OCEAA's goal is to promote success for all students and this effort is validated by we have noticed an increase in the number of families interested in OCEAA. These are families who have attended our informational tours with and have students who are not succeeding in traditional school settings. They seek a smaller school community, which OCEAA is able to offer.

Students are not excluded for academic underperformance.

### Plan For Students Who Are Academically High-Achieving

#### **PLAN FOR STUDENTS WHO ARE ACADEMICALLY HIGH-ACHIEVING**

OCEAA OCEAA meets the needs of students who are academically high achieving in a variety of ways. Teachers plan differentiated lessons to challenge students. Critical thinking skills are embedded in daily art and technology lessons to encourage students to go beyond basic understandings. In addition, students participating in the Two-Way Immersion Program are challenged on a daily basis by learning in two languages. This creates a GATE-like learning environment, although no official GATE program is offered. The staff is currently engaged in developing units around essential has also developed questions that culminate in multi-dimensional projects and performance tasks -which will further challenge high achievers.

### Plan For English Learners

#### **PLAN FOR ENGLISH LEARNERS**

OCEAA meets all applicable legal requirements for English Learners (EL) relative to annual notification to parents, student identification, placement, program options, English

Language Development (ELD) and core content instruction, teacher qualifications and training, reclassification to Fluent English Proficient (FEP) status, monitoring and evaluation of program effectiveness, and standardized testing requirement. —OCEAA implements —policies to— ensure —proper —placement, —evaluation, —and —communication regarding ELs and the rights of parents and pupils.

## Home

### Home Language Survey

The Home Language Survey (HLS) is administered upon a student's initial enrollment into a California public school. If OCEAA is not a student's first California public school, then OCEAA will attempt to retrieve a copy of the student's HLS from the prior school(s) of attendance. Nonetheless, all students are asked of their primary language with the OCEAA enrollment paperwork to ensure an HLS is completed. All students who indicate that their home language is other than English are CELDT tested within thirty days of initial enrollment<sup>1</sup>.

### Annual Assessments

OCEAA follows all CELDT testing timelines to ensure students receive proper instruction. OCEAA notifies all parents of its responsibility for CELDT testing and of CELDT results within thirty days of receiving results from publisher. OCEAA complies with the applicable requirements of the No Child Left Behind Act with regards to EL pupils. In addition, informal assessments are performed on a regular basis.

~~In addition, all students will be assessed in their primary language upon entering OCEAA to identify students' level of proficiency in their native language. students in the two-way bilingual immersion program receive a primary language assessment to identify students' level of proficiency in their native language.~~ The progress is monitored yearly to ensure adequate growth in the primary language as well. Research supports that the stronger a child's primary language is, the stronger the second language will be. ~~In the 2010/11 school year, all students will be assessed in their primary language upon entering OCEAA and progress will be monitored in two year intervals.~~

### English Learners and Core Instruction

ELs have daily access to the core curriculum and are taught according to the program, which parents choose:

- ~~English Mainstream/Structured English Immersion (only as applicable according to the phase out plan mentioned above)~~
- ~~Two-way Immersion (Federally recognized best practice)~~

Instruction techniques, assessments, materials and approaches are focused on communicative competence and academic achievement covering listening, speaking, reading, and writing skills (aligned with California ELD and Content Standards) in all areas of the curriculum.

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<sup>1</sup> The thirty-day requirement applies to students who are entering a California public school for the first time or for students who have not yet been CELDT tested. All other students who have indicated a home language other than English will continue with annual CELDT testing based upon the date last tested at the prior school of enrollment.

EL –students –receive –ELD –and –core –content– instruction appropriate for– their English proficiency and –grade levels. All –teachers are CLAD/BCLAD certified and NCLB compliant and use SDAIE and GLAD instructional [strategies](#).

In addition, [strategies](#).

<sup>+</sup>The thirty day requirement applies to students who are entering a California public school for the first time or for students who have not yet been CELDT tested. All other students who have indicated a home language other than English will continue with annual CELDT testing based upon the date last tested at the prior school of enrollment.

In addition, the instructional program for OCEAA is designed to promote language acquisition and proficiency, oral language development, and enriched learning opportunities for all ELs in the following ways:

- [Students interact through cooperative learning activities](#)
- [Students make oral presentations in all content areas](#)
- [Students collaborate for group performance and reports](#)
- [Students are provided cultural learning opportunities in technology and the arts](#)
- [Students are provided academic tutoring](#)

### **Teacher Qualifications and Training**

Core classes are taught by highly qualified teachers who hold a CLAD and/or BCLAD and meet the requirements of No Child Left Behind regulations and the California State Board of Education. Students are supported by bilingual assistants, part-time specialists, or trained volunteers per program designs. Teachers of ELs are trained and use appropriate differentiated instruction to reach all levels of English proficiency and in the case of two-way immersion, primary language proficiency. Additional on-site training in GLAD strategies, Thinking Maps, California Reading and Literature Project RESULTS for English Learners, SDAIE and Write from the Beginning have enhanced our literacy instruction for ELs.

Professional development during the 2009/10 school year has specifically focused on meeting the needs of ELs. Research indicates that many students easily reach the intermediate level of second language acquisition and struggle to move on to advanced levels. OCEAA's data mirrors these results and our professional development plan ([Exhibit B](#)) will provide teachers with the necessary instructional strategies and assessment tools to address that gap and move students to higher levels of proficiency in English.

### **Reclassification to Fluent English Proficient (FEP) Status**

OCEAA has developed [criteria \(see Exhibit E\)](#) to determine fluent English proficiency for ELs consistent with legal requirements regarding standardized testing and other required



assessments. —In -addition, -OCEAA -monitors -to -ensure -on-going- academic -success -for reclassified students for at least three years from their reclassification date. Reclassification procedures utilize multiple criteria in determining whether to classify a pupil as proficient in English including but not limited to all of the following:

- —Proficient or advanced score in overall language proficiency using an objective assessment instrument including, but not limited to, the California English Language Development Test (CELDT).

—Participation.

- •—— Participation of the pupil's classroom teacher and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil's curriculum mastery.
- •—— Parental opinion and consultation, achieved through notice to parents or guardians of the language reclassification and placement including a description of the reclassification process and the parent's opportunity to participate, and encouragement of the participation of parents or guardians in OCEAA's reclassification procedure.
- •—— Comparison of the pupil's performance in basic skills against an empirically established range of performance and basic skills based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English.

### Monitoring and Evaluation of Program Effectiveness

An area of growth we identified for the 2009/10 school year is the progress of our ELs. Our standardized test score data clearly indicate that changes need to be made to ensure that all second language learners meet expected growth benchmarks. In evaluating the program effectiveness for ELs, OCEAA will continue to use the following methods:

- •—— Adherence to OCEAA's academic benchmarks by language proficiency level and years in program to determine adequate yearly progress
- •—— Monitoring of teacher qualifications and the use of appropriate instructional strategies based on program design
- •—— Monitoring of student identification and placement
- •—— Monitoring of parental program choice options
- •—— Monitoring of availability of adequate resources
- •—— Increased professional development focused specifically on effective second language acquisition strategies

In addition to the aforementioned methods, in the 2008/09 school year OCEAA piloted a student data management system to allow for immediate access to students' language status as well as the ability to monitor academic progress by language status. In the 2009/10 school year, OCEAA has proceeded with the implemented a school-wide implementation of this data management system (*Data Director*). This system allows teachers and administrators to monitor the individual progress of our ELs and make adjustments to the instructional program based on the data. Data is analyzed on a regular basis through release days for teachers in conjunction with our assessment plan. Teachers share this data with the students, parents and Board.

A key factor in student progress is parent involvement and understanding of how to work collaboratively with OCEAA to support the child's educational goals. OCEAA has held and continues to offer regular parent education seminars to empower parents with the [tools](#)

tools necessary to understand data, second language acquisition, and practical strategies to apply at home.

In the 2009/10 school year OCEAA will form itsOCEAA has formed an English Learner Advisor Committee (ELAC) to disseminate information pertinent to parents of ELs, to empower parents to take on advocacy roles in OCEAA and collaborate with other parents, teachers, support staff and the administration to ensure success for our ELs.

This year, OCEAA exceeded the state's Annual Measurable Achievement Objectives (AMAO).

**Table 2.5**

<b><u>2009/10</u></b>	<b><u>Target Percentage</u></b>	<b><u>Achieved</u></b>	<b><u>Met</u></b>
<u>AMAO 1</u>	<u>53.1</u>	<u>55.6</u>	<u>YES</u>
<u>AMAO 2</u>	<u>32.2</u>	<u>38.6</u>	<u>YES</u>

### **Adequate Basic Resources**

OCEAA provides adequate personnel, textbooks, materials, and instructional supplies for the full implementation of all program options.

### **Plan For Special Education**

#### **Overview**

#### **PLAN FOR SPECIAL EDUCATION**

#### **Overview**

OCEAA adheres to all laws affecting individuals with exceptional needs, including all provisions of the Individuals with Disabilities in Education Improvement Act (IDEIA), its amendments, –Section –504– of –the– Rehabilitation –Act– and– the– Americans– with Disabilities Act (ADA). —All students are given equal access to OCEAA, regardless of disabilities, and OCEAA does not discriminate against any student based on his or her disabilities. OCEAA does not require the modification of an individualized educational program (IEP) or 504 plan as a condition of acceptance at the Charter School.

OCEAA recognizes the importance of providing education opportunities to all students regardless of physical challenges or special needs. To that end, OCEAA attempts to work in cooperation with the District and all other applicable LEAs, to ensure that the students enrolled in OCEAA are served in accordance with applicable federal and state law. The OCEAA Specialists, which includes the Mild-Moderate Teachers, Speech Pathologist, Psychologist and Counselor, meet weekly to discuss and monitor the progress of our students with IEPs. ~~The~~his year, the Mild-Moderate Teachers progress monitor using DIBELS and share this information with both parents and general education teachers in order to better track student growth. ~~We~~

~~recently created a survey for parents with students in our special education program to seek feedback on how we can increase satisfaction with the services we provide (see Exhibit F for survey results). Based on their feedback, we have modified how Pprogress-specific to IEP goals is -shared- with- families -during- reporting periods- so it is more specific to IEP goals. OCEAA's- special -education- staff- also regularly also~~

regularly attends the district's special education parent meetings and brings –this information back on site to share with other parents who could not attend. We are also planning to hold special education parent meetings on site at OCEAA in order to increase communication and collaboration. We will annually survey the parents to monitor the effectiveness of the services we provide.

## IDEIA

### IDEIA

Currently, OCEAA has been deemed to be a public school of the District for purposes of special education pursuant to Education Code Section 47641(b) and reserves the right to become its own LEA for the purpose of providing special education services to our students in the future. A child with disabilities attending the School receives special education instruction and designated instruction and services, provided by District personnel either in-house or by contract with a qualified third-party in accordance with the IEP in the same manner as a child with disabilities who attends another public school within the District.

## Section 504/ADA

### Section 504/ADA

OCEAA is solely responsible for its compliance with Section 504 and the ADA. —All facilities of OCEAA are accessible for all students with disabilities in accordance with the ADA.

Further, OCEAA has adopted and implements a policy which outlines the requirements for identifying and serving students with a 504 accommodation plan (OCEAA's 504 policy is attached as Exhibit "H"~~H~~). OCEAA recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the School. Any student, who has an objectively identified disability, which substantially limits a major life activity such as learning, is eligible for accommodation by OCEAA and is accommodated.

We have many families who attend our Informational Tours and with their IEPs in hand. This has increased the numbers of families in our special education program. We see this as a positive sign that parents find OCEAA's smaller school setting an optimal learning environment for students who might not succeed in traditional school settings.

## Special Education Services

### SPECIAL EDUCATION SERVICES/504

The following provisions govern the application of special education to Charter School students:

A. It is understood that all children will have access to the Charter School and no student shall be denied admission based solely on disability status.

B. Pursuant to Education Code Section 47641, the Charter School has elected to be deemed a public school of the District for special education purposes. Nothing in this petition shall be construed to waive the Charter School's rights under Education Code Section 47641, including its right to provide assurances that the Charter School will participate as a local educational agency in an alternative special education plan.

C. In accordance with Education Code Section 47646, a Charter School that is deemed to be a public school of the local educational agency that granted the charter shall participate in state and federal funding in the same manner as any other public school of the granting agency. Further, a child with disabilities attending the Charter School shall receive special education instruction or designated instruction and services, or both, in the same manner as a child with disabilities who attends another public school of that district. The agency that granted the charter shall ensure that all children with disabilities enrolled in the Charter School receive special education and designated instruction and services in a manner that is consistent with their individualized education program and in compliance with the IDEA.

D. Absent agreement of the parties to the contrary, the Charter School shall be solely responsible, at its own expense, for compliance with Section 504 of the Rehabilitation Act ("Section 504") and the Americans with Disabilities Act ("ADA") with respect to eligible students. Should the Charter School be unable to provide the services necessary to comply with the requirements of Section 504, the Charter School may request that the District provide the necessary services at a cost to be negotiated between the District and the Charter School separate from the terms of this MOU and/or the Charter School may contract with outside service providers at the Charter School's sole expense.

E. Services

a. The Charter School and the District intend that the Charter School will be treated by the District as any other public school in the District with respect to the provision of special education services, including the allocation of duties between Charter School staff and resources and District staff and resources.

b. Division and Coordination of Responsibilities

District and the Charter School agree to allocate responsibility for the provision of services [including but not limited to identification, evaluation, Individualized Education Plan ("IEP") development and modification, and educational services] in a manner consistent with their allocation between the District and its local public school sites. All special education services to be provided to Charter School students beyond the services to be performed by general education

personnel and/or the type provided by general school site administrators at District schools, will be performed by employees, consultants, or other representatives of the District. The District, in consultation with the Charter School, shall be responsible for hiring and directing the individuals or entities to provide such special education services to Charter School students. The Charter School shall be involved with the selection of staff who serve Charter School students to ensure that services are delivered in a manner which is consistent with the charter. If a problem arises with any of the District personnel providing services on the Charter School site, the Charter School and District shall meet within five (5) days to address the concern and re-assign personnel when the District deems appropriate. If the District takes or refuses to take personnel action with regard to its special education providers on the Charter School's site, over the objection of the Charter School, the District shall take full responsibility for any actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered that results from its actions or inactions related to the placement of District personnel on the Charter School's campus.

The District and the Charter School shall meet no later than April 15 of each year to ensure a mutual understanding of the allocation of duties between the Charter School and the District for the following year.

c. Identification and Referral

The Charter School shall have the same responsibility as any other public school in the District to work cooperatively with the District in identifying and referring students who have or may have exceptional needs that qualify them to receive special education services. The Charter School will develop, maintain, and implement policies and procedures to ensure identification and referral of students who have, or may have, such exceptional needs. These policies and procedures will be in accordance with California law and District policy. The Charter School is solely responsible for obtaining the cumulative files, prior and/or current Individualized Education Plan ("IEP") and other special education information on any student enrolling from a non-District school. A pupil shall be referred for special education instruction and services only after the resources of the regular education program have been considered and utilized, where appropriate.

The District shall provide the Charter School with the technical and consultative services that it generally provides its other public schools in the identification and referral processes. The District will ensure that the Charter School is provided with notification and relevant files of all students transferring to the Charter School from a District school, who have an existing IEP, in the same manner that it ensures the forwarding of such information between District schools. All records and files will be released with the signed permission of the

parent/guardian.

d. Assessment

The District shall make the determination as to what assessments are necessary, including assessments for all referred students, annual assessments and tri-annual assessments, in accordance with the District's general practice and procedure and applicable law. The Charter School shall not conduct assessments or recommend independent assessments without prior written approval of the District.

e. Individualized Education Plan

Responsibility for arranging necessary IEP meetings shall be conducted in accordance with the District's general practice and procedure and applicable law. The Charter School shall ensure the attendance of all necessary Charter School employees at the IEP meetings in addition to representatives who are knowledgeable about the regular education program at the Charter School.

f. Eligibility and Placement

Decisions regarding eligibility, goals/objectives, program, placement and exit from special education shall be the decision of the IEP team. Team membership shall be in compliance with state and federal law and shall include all required representatives of the Charter School (or designees when necessary) and representatives of the District (or designees when necessary). Services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the District and of the Local Plan for Special Education.

g. Educational Services and Programs

To the extent that the agreed upon IEP requires special education or related services, the District shall provide and/or arrange for such services in the same manner that it would be legally obligated to provide to the students at its other District schools. District services shall include technical and consultative services by District staff to Charter School staff in the same manner that District staff consults with staff at other District schools.

h. Parent Concerns

The Charter School shall inform parents/guardians of their rights to raise concerns regarding special education needs or services to the Charter School and/or District staff. The Charter School staff shall inform the designated representative of the District of any such concerns. The District, in consultation with the Charter School's staff as necessary, shall respond to and address the



parent/guardian concerns.

i. Complaints

In consultation with the Charter School, the District shall address/respond to/investigate all complaints regarding special education services at the Charter School. The Charter School's Uniform Complaint Procedure shall designate the District's Uniform Complaint Procedure officer as the designated official for complaints regarding special education services.

j. Due Process Hearing

In consultation with the Charter School, the District may initiate a due process hearing on behalf of a student enrolled in the Charter School as the District determines is legally necessary to meet a school agency's responsibilities under federal and state law. The District, with the cooperation of the Charter School shall defend any due process hearing brought by a student enrolled in the Charter School. In the event that the District determines that legal representation is needed, the District/Charter School shall be jointly represented by District legal counsel. If the Charter School or the District determines that there is a conflict of interest in joint representation, the Charter School may retain separate legal counsel, at its own cost, the cost of which will be considered an offset to the Charter School's payment of a share of district-wide encroachment as discussed below.

The District agrees to indemnify, defend, and hold harmless the Charter School and its Board, Board members, officers, administrators, employees, agents, representatives, volunteers, successors, and assigns (collectively hereinafter "Charter School and Charter School personnel") against any and all actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against Charter School (including but not limited to due process complaints and/or compliance complaints with the California Department of Education and the Office of Civil Rights) and/or Charter School Personnel that may be asserted or claimed by any person, firm, or entity which may in any way arise out of or in connection with performance under the MOU by the District, its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns

k. SELPA Activities and Meetings

The District Superintendent or designee shall represent the Charter School at all SELPA meetings as it represents the needs of all schools in the District. Reports to the Charter School regarding SELPA decisions, policies, etc. shall be communicated to the Charter School as they are to all other schools within the

District. To the extent that the District and/or SELPA provide training opportunities and/or information regarding special education to site staff, such opportunities/information shall be made available to Charter School staff. To the extent that District site staff have the opportunity to participate in committee meetings of the SELPA as representatives of their district, such opportunities shall be made available to Charter School staff.

l. School District of Residence

The District shall be responsible for providing all special education services to all students of the Charter School regardless of their school district of residence.

m. SELPA Requirements

The Charter School agrees to adhere to the policies and requirements of the Local Plan for Special Education and to all District policies, procedures, and practices regarding identification, referral, and provision of services to special education students provided they do not conflict with OCEAA's mission/vision and policies and procedures and OCEAA School-Family Handbook, and are not unduly burdensome to the Charter School, as determined by the Charter School.

n. Contracted Services

If needed due to a shortage in special education staff, it is the responsibility of the District to seek out contracts with other school districts, companies, or organizations to serve Charter School students. The Charter School may assist the District in procuring such services.

F. Funding

a. Retention of Special Education Funds by District

The parties agree that, pursuant to the division of responsibilities set forth in this MOU, the Charter School has elected the status of any other public school in the District for the purposes of special education services and funding. The District has agreed to provide special education services for the Charter School, consistent with the services it provides at its public schools. Consistent with this division of responsibility, the District shall retain all state and federal special education funding allocated for Charter School students through the SELPA.

b. School Contribution of Equitable Share of Charter School Funding

Additionally, the Charter School shall contribute a pro-rata share of its Charter School funding to support the District's unfunded special education costs ("general fund support").

At the end of each fiscal year, the District shall calculate the Charter School's pro-rata share of the District-wide general fund support for that year as calculated by the total unfunded special education costs of the District (including those costs attributable to the Charter School) divided by the total number of District ADA (including Charter School students) and multiplied by the total number of Charter School ADA (ADA calculation from P2). Charter School ADA shall include all students, regardless of home district.

The District shall calculate the amount of the Charter School's share of the general fund support at the P2 reporting date. The District shall provide the Charter School with documentation as to the calculation of the Charter School's share of general fund support and allow the Charter School an opportunity to provide input and respond to the calculation prior to invoicing the Charter School for the prior year. The District shall then invoice the Charter School for its share of the general fund support.

Payment shall be due and payable within 30 days of invoice. If not fully paid, the remaining amount of the Charter School's share of the general fund support shall be offset against the District's next succeeding in-lieu property tax apportionments until paid in full.

The District shall provide an estimate of the Charter School's share of the general fund support for the following year by June 30 of each year for budgeting purposes.

- c. The District shall be responsible for all costs related to the special education service needs of Charter School students in the same manner, as it is responsible for the cost of serving any other students of the District in accordance with Education Code Section 47646.
- d. In the event of a dispute regarding the special education provisions described above, the dispute resolution provisions agreed upon in the charter shall be utilized to resolve the dispute.

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~~A. It is understood that all children will have access to the Charter School and no student shall be denied admission based solely on disability status.~~

B. Pursuant to Education Code Section 47641, the Charter School has elected to be deemed a public school of the District for special education purposes. Nothing in this petition shall be construed to waive the Charter School's rights under Education Code Section 47641, including its right to provide assurances that the Charter School will participate as a local educational agency in an alternative special education plan.

C. In accordance with Education Code Section 47646, a Charter School that is deemed to be a public school of the local educational agency that granted the charter shall participate in state and federal funding in the same manner as any other public school of the granting agency. Further, a child with disabilities attending the Charter School shall receive special education instruction or designated instruction and services, or both, in the same manner as a child with disabilities who attends another public school of that district. The agency that granted the charter shall ensure that all children with disabilities enrolled in the Charter School receive special education and designated instruction and services in a manner that is consistent with their individualized education program and in compliance with the IDEA.

D. Section 504 and the ADA

Absent agreement of the parties to the contrary, the Charter School shall be solely responsible, at its own expense, for compliance with Section 504 of the Rehabilitation Act ("Section 504") and the Americans with Disabilities Act ("ADA") with respect to eligible students. Should the Charter School be unable to provide the services necessary to comply with the requirements of Section 504, the Charter School may request that the District provide the necessary services at a cost to be negotiated between the District and the Charter School separate from the terms of this MOU and/or the Charter School may contract with outside service providers at the Charter School's sole expense.

E. Services

1. The Charter School and the District intend that the Charter School will be treated by the District as any other public school in the District with respect to the provision of special education services, including the allocation of duties between Charter School staff and resources and District staff and resources.

2. Division and Coordination of Responsibility:

The District and the Charter School agree to allocate responsibility for the provision of services [including but not limited to identification, evaluation, Individualized Education Plan ("IEP") development and modification, and educational services] in a manner consistent with their allocation between the District and its local public school sites. All special education services to be

~~provided to Charter School students beyond the services to be performed by general education personnel and/or the type provided by general school site administrators at District schools, will be performed by employees, consultants, or other representatives of the District. The District, in consultation with the Charter School, shall be responsible for hiring and directing the individuals or entities to provide such special education services to Charter School students. The Charter School shall be involved with the selection of staff who serve Charter School students to ensure that services are delivered in a manner which is consistent with the charter. If a problem arises with any of the District personnel providing services on the Charter School site, the Charter School and District shall meet within five (5) days to address the concern and re-assign personnel when the District deems appropriate. If the District takes or refuses to take personnel action with regard to its special education providers on the Charter School's site, over the objection of the Charter School, the District shall take full responsibility for any actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered that results from its actions or inactions related to the placement of District personnel on the Charter School's campus.~~

~~The District and the Charter School shall meet no later than April 15 of each year to ensure a mutual understanding of the allocation of duties between the Charter School and the District for the following year.~~

### **3. Identification and Referral:**

~~The Charter School shall have the same responsibility as any other public school in the District to work cooperatively with the District in identifying and referring students who have or may have exceptional needs that qualify them to receive special education services. The Charter School will develop, maintain, and implement policies and procedures to ensure identification and referral of students who have, or may have, such exceptional needs. These policies and procedures will be in accordance with California law and District policy. The Charter School is solely responsible for obtaining the cumulative files, prior and/or current Individualized Education Plan ("IEP") and other special education information on any student enrolling from a non-District school. A pupil shall be referred for special education instruction and services only after the resources of the regular education program have been considered and utilized, where appropriate.~~

The District shall provide the Charter School with the technical and consultative services that it generally provides its other public schools in the identification and referral processes. The District will ensure that the Charter School is provided with notification and relevant files of all students transferring to the Charter School from a District school, who have an existing IEP, in the same manner that it ensures the forwarding of such information between District schools. All records and files will be released with the signed permission of the parent/guardian.

**4. Assessment:**

The District shall make the determination as to what assessments are necessary, including assessments for all referred students, annual assessments and tri annual assessments, in accordance with the District's general practice and procedure and applicable law. The Charter School shall not conduct assessments or recommend independent assessments without prior written approval of the District.

**5. Individualized Education Plan:**

Responsibility for arranging necessary IEP meetings shall be conducted in accordance with the District's general practice and procedure and applicable law. The Charter School shall ensure the attendance of all necessary Charter School employees at the IEP meetings in addition to representatives who are knowledgeable about the regular education program at the Charter School.

**6. Eligibility and Placement:**

Decisions regarding eligibility, goals/objectives, program, placement and exit from special education shall be the decision of the IEP team. Team membership shall be in compliance with state and federal law and shall include all required representatives of the Charter School (or designees when necessary) and representatives of the District (or designees when necessary). Services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the District and of the Local Plan for Special Education.

**7. Educational Services and Programs:**

To the extent that the agreed upon IEP requires special education or related services, the District shall provide and/or arrange for such services in the same manner that it would be legally obligated to provide to the students at its other District schools. District services shall include technical and consultative services by

~~District staff to Charter School staff in the same manner that District staff consults with staff at other District schools.~~

**8. Parent Concerns:**

~~The Charter School shall inform parents/guardians of their rights to raise concerns regarding special education needs or services to the Charter School and/or District staff. The Charter School staff shall inform the designated representative of the District of any such concerns. The District, in consultation with the Charter School's staff as necessary, shall respond to and address the parent/guardian concerns.~~

**9. Complaints:**

~~In consultation with the Charter School, the District shall address/respond to/investigate all complaints regarding special education services at the Charter School. The Charter School's Uniform Complaint Procedure shall designate the District's Uniform Complaint Procedure officer as the designated official for complaints regarding special education services.~~

**10. Due Process Hearings:**

~~In consultation with the Charter School, the District may initiate a due process hearing on behalf of a student enrolled in the Charter School as the District determines is legally necessary to meet a school agency's responsibilities under federal and state law. The District, with the cooperation of the Charter School shall defend any due process hearing brought by a student enrolled in the Charter School. In the event that the District determines that legal representation is needed, the District/Charter School shall be jointly represented by District legal counsel. If the Charter School or the District determines that there is a conflict of interest in joint representation, the Charter School may retain separate legal counsel, at its own cost, the cost of which will be considered an offset to the Charter School's payment of a share of district wide encroachment as discussed below.~~

~~The District agrees to indemnify, defend, and hold harmless the Charter School and its Board, Board members, officers, administrators, employees, agents, representatives, volunteers, successors, and assigns (collectively hereinafter "Charter School and Charter School personnel") against any and all actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including~~

legal costs, attorney's



fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against Charter School (including but not limited to due process complaints and/or compliance complaints with the California Department of Education and the Office of Civil Rights) and/or Charter School Personnel that may be asserted or claimed by any person, firm, or entity which may in any way arise out of or in connection with performance under the MOU by the District, its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns

**11. SELPA Activities and Meetings:**

The District Superintendent or designee shall represent the Charter School at all SELPA meetings as it represents the needs of all schools in the District. Reports to the Charter School regarding SELPA decisions, policies, etc. shall be communicated to the Charter School as they are to all other schools within the District. To the extent that the District and/or SELPA provide training opportunities and/or information regarding special education to site staff, such opportunities/information shall be made available to Charter School staff. To the extent that District site staff have the opportunity to participate in committee meetings of the SELPA as representatives of their district, such opportunities shall be made available to Charter School staff.

**12. School District of Residence:**

The District shall be responsible for providing all special education services to all students of the Charter School regardless of their school district of residence.

**13. SELPA Requirements:**

The Charter School agrees to adhere to the policies and requirements of the Local Plan for Special Education and to all District policies, procedures, and practices regarding identification, referral, and provision of services to special education students provided they do not conflict with OCEAA's mission/vision and policies and procedures and OCEAA School Family Handbook, and are not unduly burdensome to the Charter School, as determined by the Charter School.

**14. Contracted Services:**

If needed due to a shortage in special education staff, it is the responsibility of the District to seek out contracts with other school

districts, companies, or organizations to serve Charter School students. The Charter School may assist the District in procuring such services.

## **Funding**

### **1. Retention of Special Education Funds by District:**

The parties agree that, pursuant to the division of responsibilities set forth in this MOU, the Charter School has elected the status of any other public school in the District for the purposes of special education services and funding. The District has agreed to provide special education services for the Charter School, consistent with the services it provides at its public schools. Consistent with this division of responsibility, the District shall retain all state and federal special education funding allocated for Charter School students through the SELPA.

### **2. School Contribution of Equitable Share of Charter School**

#### **Funding:**

Additionally, the Charter School shall contribute a pro-rata share of its Charter School funding to support the District's unfunded special education costs ("general fund support").

At the end of each fiscal year, the District shall calculate the Charter School's pro-rata share of the District-wide general fund support for that year as calculated by the total unfunded special education costs of the District (including those costs attributable to the Charter School) divided by the total number of District ADA (including Charter School students) and multiplied by the total number of Charter School ADA (ADA calculation from P2). Charter School ADA shall include all students, regardless of home district.

The District shall calculate the amount of the Charter School's share of the general fund support at the P2 reporting date. The District shall provide the Charter School with documentation as to the calculation of the Charter School's share of general fund support and allow the Charter School an opportunity to provide input and respond to the calculation prior to invoicing the Charter School for the prior year.

~~The District shall then invoice the Charter School for its share of the general fund support.~~

Payment shall be due and payable within 30 days of invoice. If not fully paid, the remaining amount of the Charter School's share of the general fund support shall be offset against the District's next succeeding in-lieu property tax apportionments until paid in full.

The District shall provide an estimate of the Charter School's share of the general fund support for the following year by June 30 of each year for budgeting purposes.

3. The District shall be responsible for all costs related to the special education service needs of Charter School students in the same manner, as it is responsible for the cost of serving any other students of the District in accordance with Education Code Section 47646.

4. In the event of a dispute regarding the special education provisions described above, the dispute resolution provisions agreed upon in the charter shall be utilized to resolve the dispute.

## PAYMENT

### SCHEDULE Payment Schedule

Unless specified otherwise, the District shall invoice the Charter School for fees due not less than thirty (30) calendar days prior to the date payment is due. In the event payment is not received within five (5) business days following the payment due date for any monies due from the Charter School to the District, the Charter School hereby authorizes the District to deduct any such fees from the funds deposited in the account for the Charter School with the Orange county Department of Education. Alternatively, the District may elect to offset and deduct any such fees from the District in-lieu property tax revenues next payable to the Charter School, in which case the District shall provide the Charter School with a detailed statement showing the amount of any such offset.

## ELEMENT 2

Governing Law: The measurable pupil outcomes identified for use by the charter school. “Pupil outcomes,” for purposes of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and aptitudes specified as goals in the school’s educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of Section 47607. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school.

California Education Code Section 47605(b)(5)(B)

As a public charter school, we recognize and accept a heightened accountability for reaching ambitious standards for student achievement.

The Charter School has clearly defined schoolwide and student outcome goals in compliance with California Education Code sections 47605(b)(5)(B) and 52060(d).

Accomplishments in each of the goals and outcomes directly support our mission to nurture all learners to become creative, critical thinkers by providing high quality standards-based instruction through the arts, technology, language and culture. OCEAA aims to meet or exceed targets for all applicable state and federal school performance measures including but not limited to API (when/if reestablished or redefined), AYP, and Title III Accountability (AMAOs).

The Charter School will continue to examine and refine details of student outcomes to reflect any changes to state or local standards and better serve our school mission, students, and community.

### CHARTER SCHOOL OUTCOMES THAT ALIGN WITH THE STATE PRIORITIES

Pursuant to Education Code Section 47605.6(b)(5)(B), following is a table describing the Charter School’s outcomes that align with the state priorities and the Charter School’s goals and actions to achieve the state priorities, as identified in Element 1 of the charter.

The LCAP and any revisions necessary to implement the LCAP, including outcomes and methods of measurement listed below, shall not be considered a material revision to the charter, and shall be maintained by the Charter School at the school site.

The arts goals will be measured using a variety of assessments, such as:

- holistic rubrics
- analytical rubrics
- performance tasks
- criterion checklists
- fill-in-the-blank responses
- written responses
- multiple-choice responses

Students should earn 85% or higher on the assessments mentioned above to be considered proficient in that art discipline. The method of assessment OCEAA uses to determine if students met an objective is written in red below:

**Table 2.1 Arts Goals by discipline:**

<i>Arts Program Area</i>	<b>Artistic Perception Component</b>	<b>Creative Expression</b>	<b>Historical and Cultural Context</b>	<b>Aesthetic Valuing Component</b>
Dance	<ul style="list-style-type: none"> <li>-Students learn how to control their bodies while dancing</li> <li>-Students use their bodies to respond to literature, an emotion, and/or movement problem</li> </ul>	<ul style="list-style-type: none"> <li>-Students learn how to express themselves through movement</li> <li>-Students learn how to dance to inform, or entertain an audience</li> <li>-Students create dance sequences emphasizing</li> </ul>	<ul style="list-style-type: none"> <li>-Students learn and perform dances from around the world</li> <li>-Students understand the historical and cultural significance of these dances</li> </ul>	<ul style="list-style-type: none"> <li>-Students are able to analyze their own dances and dances done by others using dance vocabulary</li> <li>-Students are able to derive the meaning of a dance by watching it</li> </ul>
<i>Arts Program Area</i>	<b>Artistic Perception Component</b>	<b>Creative Expression</b>	<b>Historical and Cultural Context</b>	<b>Aesthetic Valuing Component</b>

Drama	<del>-Students observe the environment and respond, using movement and voice</del> <del>-Students observe informal productions, theatrical productions, films, and electronic media and respond to them,</del>	<del>-Students develop knowledge and skills in acting and directing through their own experience and imagination as well as through their research of literature and history</del> <del>-Students explore the</del>	<del>-Students research relationships between theatre, history, and culture</del> <del>-Students investigate major themes and historical periods and styles of theatre in different cultures</del>	<del>-Students develop and use criteria for judging and evaluating informal productions, formal productions, films, and electronic media</del>
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	<del>short answer, written response, criterion-</del>	<del>imagination, literature, and history holistic rubric, performance- task-analytical</del>	<del>fill-in-the- blank, analytical- rubric-short-</del>	<del>holistic rubric, analytical rubric, criterion checklist</del>
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<del>Arts Program Area</del>	<del>Artistic- Perception Component</del>	<del>Creative- Expression Component</del>	<del>Historical- and Cultural- Context</del>	<del>Aesthetic-Valuing Component</del>
<del>Musie</del>	<del>-Students listen to and analyze music critically, using the vocabulary and language of music -Students read and notate music  holistic rubric, Fill in the blank</del>	<del>-Students sing or perform on instruments a varied repertoire of music -Students improvise melodies, variations and accompaniments -Students sing or perform on instruments a</del>	<del>-Students develop knowledge and skills necessary to understand and perform music from all parts of the world -Students develop knowledge and understanding of the relationships</del>	<del>-Students apply knowledge, skills, and understandings to make critical judgment about and determine the quality of music experiences and performances</del>

<del>Arts Program Area</del>	<del>Artistic- Perception Component</del>	<del>Creative- Expression Component</del>	<del>Historical- and Cultural- Context</del>	<del>Aesthetic-Valuing Component</del>
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Visual Arts	<p>-Students use their senses to perceive works of art, objects in nature, events, and the environment</p> <p>-Students identify visual structures and functions of art, using the language of the visual arts</p> <p>-Students develop knowledge of and artistic skills in a variety of visual arts media and technical</p>	<p>-Students develop skills in the visual arts and appreciation for using the visual arts in lifelong learning</p>	<p>-Students explore the role of the visual arts in culture and human history</p> <p>-Students investigate major themes in historical and contemporary periods and styles of the visual arts throughout the world</p>	<p>-Students derive meaning from artworks through analysis, interpretation, and judgment</p>
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	<del>written-response</del>	<del>performance task</del>	<del>written-response</del>	
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### ***Technology Goal***

~~OCEAA's technology goal is for our students to access, process and communicate information through the use of various technological media as measured by mastery of Essential California Content Standards (Table 2.2).~~

~~The technology goals will be measured using a variety of assessments, such as:~~

- ~~•holistic rubrics~~
  - ~~•analytical rubrics~~
  - ~~•performance tasks~~
  - ~~•criterion-checklists~~
- ~~Students should earn 85% or higher to be considered proficient. **Table 2.2 Technology**~~

### ***Goals:***

<b><i>Technology Standards</i></b>	<b><i>Goals</i></b>
Basic operations and concepts	Students demonstrate a sound understanding of the nature and operation of technology systems.
	Students are proficient in the use of technology.
Social, ethical, and human issues	Students understand the ethical, cultural, and societal issues related to technology.
	Students practice responsible use of technology systems, information, and software.
	Students develop positive attitudes toward technology uses that support lifelong learning, collaboration, personal pursuits, and productivity.
Technology productivity tools	Students use technology tools to enhance learning, increase productivity, and promote creativity.
	Students use productivity tools to collaborate in constructing technology-enhanced models, prepare publications, and produce other creative works.
Technology communications tools	Students use telecommunications to collaborate, publish, and interact with peers, experts, and other audiences.
	Students use a variety of media and formats to communicate information and ideas effectively to multiple audiences.
Technology research tools	Students use technology to locate, evaluate, and collect information from a variety of sources.
	Students use technology tools to process data and report results.
<div> <div>ORANGE COUNTY EDUCATIONAL ARTS ACADEMY</div> <div>RENEWAL CHARTER PETITION: 2015 - 2020</div> </div> <div> <div>PAGE 90 OF 245</div> <div>90</div> </div>	
	Students evaluate and select new information

	resources and technological innovations based on the appropriateness for specific tasks.
Technology problem-solving and decision-making tools	Students use technology resources for solving problems and making informed decisions.
	Students employ technology in the development of strategies for solving problems in the real world.

*Based on National Educational Technology Standards for Students*

### ***Language and Cultural Goal:***

Students in the English-only program will demonstrate academic proficiency in English (with exposure to Spanish) as measured by their performance on California Content Standards and develop multi-cultural competencies as measured by an in-house cross-cultural assessment.

Students in the two-way bilingual immersion program will demonstrate academic excellence in both English and Spanish as measured by their performance in both English and Spanish on California Content Standards and develop multi-cultural competencies as measured by an in-house cross-cultural assessment. This includes bilingualism and biliteracy. Table 2.3 details the goals using the National Dual-Language Guiding Principles. OCEAA will work towards scoring Full-Implementation on the Guiding Principles Rubric.

The language and culture goals will be measured using a variety of assessments, such as:

- standardized testing
- teacher-created assessments
- benchmark assessments
- running records
- holistic rubrics
- analytical rubrics
- performance tasks
- criterion checklists
- fill-in-the-blank responses
- written responses
- multiple-choice responses
- questionnaires/surveys

For assessments administered to students, the expectation is that they should earn 85% or higher to be considered proficient.

**Table 2.3 Language and Cultural Goals:**

<b><i>Guiding Principles</i></b>	<b><i>Goals</i></b>
Assessment and Accountability	The program creates and maintains an infrastructure that supports an accountability process.
	Student assessment is aligned with state content and language standards as well as program goals, and is used for evaluation of the program and instruction.
	The program collects a variety of data using multiple measures that are used for program accountability and evaluation.

The data are analyzed and interpreted in methodologically appropriate ways for program accountability and improvement.
Student progress toward NCLB achievement objectives

	and program goals is systematically measured and reported.
	The program communicates with appropriate stakeholders about program outcomes.
Curriculum	The curriculum is standards-based and promotes the development of bilingual, biliterate, and multicultural competencies for all students.
	The program has a process of developing and revising a high-quality curriculum.
	The curriculum is fully articulated for all students.
Instruction	Instructional methods are derived from research-based principles of dual language education and the development of bilingualism and biliteracy in children.
	Instructional strategies enhance the development of bilingualism, biliteracy, and academic achievement.
	Instruction is student-centered.
	Teachers create a multilingual and multicultural learning environment.
Staff Quality and Professional Development	The program recruits and retains high-quality dual language staff.
	The program has a quality professional development plan.
	The program provides adequate resource support for professional development.
	The program collaborates with other groups and institutions to ensure staff quality.
Program Structure	All aspects of the program work together to achieve the TWI-specific goals of additive bilingualism, biliteracy and cross-cultural competence, in addition to the general education goal of grade-level expectations.
	The program ensures equity for all groups.
	The program has strong, effective, and knowledgeable leadership.
	The program has used a well-defined, inclusive, and defensible process to select and refine a model design.
	An effective process exists for continuous program planning, implementation and evaluation.
Family and Community	The program has a responsive infrastructure for positive, active, and ongoing relations with students' families and the community.
	The program has parent education and supportive services reflective of the bilingual and multicultural goals of the program.

The program views and involves parents and community members as strategic partners.

Support and Resources	The program is supported by all program and school staff.
	The program is supported by families and the community.
	The program is adequately funded.
	The program advocates for support.
	Resources are distributed equitably within the program, school, and district.

*National Guiding Principles for Dual Language Education, OELA, 2005*

### **RIGOROUS STANDARDS BASED CURRICULUM**

OCEAA strives to prepare students for success in a college preparatory high school program. All core content instruction and materials are aligned with the state content standards; state adopted textbooks have been a primary resource for core curriculum development. To enhance the rigor of the school's curriculum, the staff is presently being trained in using a research based model of unit design (i.e. *Understanding by Design*). Professional development is currently focused on increasing rigor and instructional effectiveness. Professional development occurs weekly and staff receive ongoing support by instructional coaches. In addition, this year staff received fourteen full day professional development sessions as well as release days throughout the year to ensure that a rigorous standards based curriculum is provided to students. The use of essential questions and performance assessments in the unit design model will assist teachers in designing intellectually challenging, standards based learning experiences for all students.

In order to meet the needs of our English Learners, English Language Development is taught on a daily basis. Specially Designed Academic Instruction in English (SDAIE) and Guided Language Acquisition Design (GLAD) strategies are used to ensure access to both language and content goals. Students are assessed continuously for language skills in order to assist in flexible grouping. This spring staff will be trained by the California Reading and Literacy Program (CRLP) in using an English Language Development assessment that can be administered by teachers to assist them in further supporting their English Learners. English Learners in the Two-Way Immersion program have ongoing opportunities to practice speaking English with native English speakers who serve as language "experts" throughout the school day.

In the arts, music, drama, visual arts, and dance, are significant parts of student life at OCEAA. Students are encouraged to nourish their interest and talent through

~~exposure to a broad array of learning experiences both during and after school. A comprehensive, standards based format is followed, emphasizing artistic perception, creative expression, cultural heritage, and aesthetic valuing. This comprehensive program is composed of three modes of instruction: a) instruction connecting the arts and other core subjects; b)~~



~~instruction linking the arts disciplines; and e) subject-centered arts instruction in dance, music, theater, and visual arts. In addition, the arts curriculum is supported by partnerships with local community artistic organizations, artist in residence teachers, guest teachers, professional arts partnerships, college/university partnerships, professional performance/exhibition opportunities and an integrated interrelated arts experience.~~

~~In technology, we strive to create an environment where the innovative use of technology enhances learning and improves student achievement for all students, including those with physical or learning disabilities. Our goal is to empower all instructional staff to enhance classroom instruction by integrating technology into their lesson plans in alignment with California Content Standards and the National Educational Technology Standards for Students.~~

~~We have purchased learning software and publishing programs for the various grade levels, as well as rights to use an online professional development tutorial that will allow instructors and staff members to build new technology skills according to their individual needs. In addition, we have three mobile computer carts with over 75 laptops accessible to all K-8 students. By learning to effectively integrate technology into day-to-day classroom activities, instructors improve student achievement, develop students' technology skills, and prepare them to function more effectively in the global economy. In February, first through sixth grade teachers will receive professional development in a computer program to support mathematics instruction that incorporates visualization and spatial processes to help conceptual development.~~

### **STUDENTS TO BE SERVED**

~~OCEAA educates up to 600 students from Orange and the surrounding counties in grades Kindergarten through Eighth. Currently, these students come from diverse backgrounds that include a wide variety of socio-economic status, race and ethnicities, language, and disabilities. Table 2.4 shows the total enrollment by program, language status and Title I status.~~

**Table 2.4 Total Enrollment**

	<del>Tot</del> <del>al</del>	<del>Tot</del> <del>al</del>	<del>Tot</del> <del>al</del>	<del>ELs</del>	<del>Titl</del> <del>e I</del>
	<del>60</del>	<del>40</del>	<del>20</del>	<del>32</del>	<del>44</del>
	<del>60</del>	<del>40</del>	<del>20</del>	<del>28</del>	<del>44</del>
	<del>55</del>	<del>35</del>	<del>20</del>	<del>18</del>	<del>36</del>
	<del>50</del>	<del>30</del>	<del>20</del>	<del>25</del>	<del>36</del>
	<del>82</del>	<del>36</del>	<del>46</del>	<del>37</del>	<del>56</del>
	<del>51</del>	<del>24</del>	<del>30</del>	<del>21</del>	<del>39</del>
	<del>49</del>	<del>20</del>	<del>29</del>	<del>20</del>	<del>31</del>
	<del>65</del>	<del>10</del>	<del>55</del>	<del>20</del>	<del>50</del>
	<del>52</del>	<del>9</del>	<del>43</del>	<del>13</del>	<del>39</del>
	<del>524</del>	<del>244</del>	<del>283</del>	<del>214</del>	<del>375</del>

## ~~PLAN FOR STUDENTS WHO ARE ACADEMICALLY LOW ACHIEVING~~

~~Academically low achieving students are identified using multiple data sources. Multiple measures include, but are not limited to, standardized test scores (STAR, APRENDA, and CELDT), in-house benchmark assessments in reading, writing, and math, and teacher created assessments. Specific benchmarks are established in each core academic area (see Exhibit C for Response to Intervention (RTI) Student Identification Criteria) in order to facilitate identification of students who need additional support. Other methods of identification include, but are not limited to, teacher referral, incomplete class work or homework, grades on report cards and progress reports, truancies, and lack of parental support in the home. Students are further identified for non-academic factors such as social-emotional difficulties that cause them to perform below expected level.~~

~~Over the next five years OCEAA will fully implement the RTI model, that stresses the importance of prevention and early intervention. OCEAA has aggressively worked this year on Tier I, powerful first-time instruction, to proactively prevent student failure. First, we have a focus on appropriate instructional scaffolding in a rigorous standards-based curriculum is implemented to support success for all students. In addition, teachers use both formal and informal assessments to differentiate instruction based on students' needs. OCEAA's assessment plan, discussed in more detail in Element III, provides regular monitoring of students' mastery of grade-level standards. These results are shared with students and parents in September at our Goal Setting Conferences (see Exhibit D for an example of what is shared with parents). An additional conference takes place at the end of the first trimester to document progress and set additional goals to close the achievement gap. Another important factor to support prevention of academic gaps is parental support and education. OCEAA offers parent support and education through regular communication and family education sessions. These sessions include, but are not limited to, topics such as how to understand state assessment data, math and literacy education, culturally relevant topics identified by parents, supporting test preparation strategies, and the importance of attendance. Parents have access to students' grades, assignments, attendance records and academic support resources through OCEAA's online portal (*PowerSchool*) which helps facilitate continuous communication between the home and school.~~

~~Early intervention is key to preventing and closing the achievement gap once students begin to struggle. Currently, students' reading progress is monitored on a weekly basis. Some of our early interventions in kinder and first grade include weekly progress monitoring of phonemic awareness, phonics, decoding, and comprehension (*DIBELS*). Other interventions used in kinder through eighth grade include, but are not limited to, auditory, visual, kinesthetic and tactile instructional strategies, tutoring before and after school, extensive professional development for staff on effective instructional practices, and intervention groups during OCEAA~~

~~day. OCEAA is in the process of identifying additional Tier I, II and III level interventions (see Exhibit C) and will continue to refine the list over the next five years. This year we formed an RTI committee and they will~~

~~engage in professional development to aide the school in preventing students from falling behind. We have already seen a decrease in the number of students in the RTI process this year because of the Tier I interventions implemented and use of data. We also look forward to continuing to collaborate with the SAUSD Special Education staff to further develop effective interventions.~~

~~Next year our focus will be on Tier II school wide interventions which include: computer programs that incorporate visual and spatial processes that enable students to master mathematical concepts (i.e. *MIND Research Institute*), increased intervention opportunities after school to target identified students in reading and math, continued coaching to increase the effectiveness of first round instruction and rigor, continued parent education and involvement, and increased access to community resources.~~

~~Students with identified special needs take advantage of resource classes for assistance with test taking and difficult class assignments, and learning strategies. These students also are given an appropriate testing environment and time to maximize their potential for success.~~

~~OCEAA's goal is to promote success for all students and we have noticed an increase in the number of families interested in OCEAA who have attend our informational tours with students who are not succeeding in traditional schools. They seek a smaller school community, which OCEAA is able to offer.~~

~~Students are not excluded for academic underperformance.~~

### **~~PLAN FOR STUDENTS WHO ARE ACADEMICALLY HIGH ACHIEVING~~**

~~OCEAA meets the needs of students who are academically high achieving in a variety of ways. Teachers plan differentiated lessons to challenge students. Critical thinking skills are embedded in daily art and technology lessons to encourage students to go beyond basic understandings. In addition, students participating in the Two Way Immersion Program are challenged on a daily basis by learning in two languages. This creates a GATE like learning environment, although no official GATE program is offered. The staff is currently engaged in developing units around essential questions that culminate in multi dimensional projects and performance tasks which will further challenge high achievers.~~

### **~~PLAN FOR ENGLISH LEARNERS~~**

~~OCEAA meets all applicable legal requirements for English Learners (EL) relative to annual notification to parents, student identification, placement, program options, English Language Development (ELD) and core content instruction, teacher qualifications and training, reclassification to Fluent English Proficient (FEP) status, monitoring and evaluation of program effectiveness, and standardized testing requirement. OCEAA implements policies to ensure proper placement,~~

~~evaluation, and communication regarding ELs and the rights of parents and pupils.~~

### Home Language Survey

~~The Home Language Survey (HLS) is administered upon a student's initial enrollment into a California public school. If OCEAA is not a student's first California public school, then OCEAA will attempt to retrieve a copy of the student's HLS from the prior school(s) of attendance. Nonetheless, all students are asked of their primary language with the OCEAA enrollment paperwork to ensure an HLS is completed. All students who indicate that their home language is other than English are CELDT tested within thirty days of initial enrollment<sup>1</sup>.~~

### Annual Assessments

~~OCEAA follows all CELDT testing timelines to ensure students receive proper instruction. OCEAA notifies all parents of its responsibility for CELDT testing and of CELDT results within thirty days of receiving results from publisher. OCEAA complies with the applicable requirements of the No Child Left Behind Act with regards to EL pupils. In addition, informal assessments are performed on a regular basis.~~

~~In addition, students in the two-way bilingual immersion program receive a primary language assessment to identify students' level of proficiency in their native language. The progress is monitored yearly to ensure adequate growth in the primary language as well. Research supports that the stronger a child's primary language is, the stronger the second language will be. In the 2010/11 school year, all students will be assessed in their primary language upon entering OCEAA and progress will be monitored in two-year intervals.~~

### English Learners and Core Instruction

~~ELs have daily access to the core curriculum and are taught according to the program, which parents choose:~~

- ~~• English Mainstream/Structured English Immersion~~
- ~~• Two-way Immersion (Federally recognized best practice)~~

~~Instruction techniques, assessments, materials and approaches are focused on communicative competence and academic achievement covering listening, speaking, reading, and writing skills (aligned with California ELD and Content Standards) in all areas of the curriculum. EL students receive ELD and core content instruction appropriate for their English proficiency and grade levels. All teachers are CLAD/BCLAD-certified and NCLB compliant and use SDAIE and GLAD instructional strategies.~~

~~<sup>1</sup>The thirty-day requirement applies to students who are entering a California public school for the first time or for students who have not yet been CELDT tested. All other students who have indicated a home language other than English will continue with annual CELDT testing based upon the date last tested at the prior school of enrollment.~~

~~In addition, the instructional program for OCEAA is designed to promote language acquisition and proficiency, oral language development, and enriched learning opportunities for all ELs in the following ways:~~

- ~~• Students interact through cooperative learning activities~~
- ~~• Students make oral presentations in all content areas~~
- ~~• Students collaborate for group performance and reports~~
- ~~• Students are provided cultural learning opportunities in technology and the arts~~
- ~~• Students are provided academic tutoring~~

### ~~Teacher Qualifications and Training~~

~~Core classes are taught by highly qualified teachers who hold a CLAD and/or BCLAD and meet the requirements of No Child Left Behind regulations and the California State Board of Education. Students are supported by bilingual assistants, part-time specialists, or trained volunteers per program designs. Teachers of ELs are trained and use appropriate differentiated instruction to reach all levels of English proficiency and in the case of two-way immersion, primary language proficiency. Additional on-site training in GLAD strategies, Thinking Maps, California Reading and Literature Project RESULTS for English Learners, SDAIE and Write from the Beginning have enhanced our literacy instruction for ELs.~~

~~Professional development during the 2009/10 school year has specifically focused on meeting the needs of ELs. Research indicates that many students easily reach the intermediate level of second language acquisition and struggle to move on to advanced levels. OCEAA's data mirrors these results and our professional development plan (Exhibit B) will provide teachers with the necessary instructional strategies and assessment tools to address that gap and move students to higher levels of proficiency in English.~~

### ~~Reclassification to Fluent English Proficient (FEP) Status~~

~~OCEAA has developed criteria (see Exhibit E) to determine fluent English proficiency for ELs consistent with legal requirements regarding standardized testing and other required assessments. In addition, OCEAA monitors to ensure on-going academic success for reclassified students for at least three years from their reclassification date. Reclassification procedures utilize multiple criteria in determining whether to classify a pupil as proficient in English including but not limited to all of the following:~~

- ~~• Proficient or advanced score in overall language proficiency using an objective assessment instrument including, but not limited to, the California English Language Development Test (CELDT);~~



~~• Participation of the pupil's classroom teacher and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil's curriculum mastery;~~

~~• Parental opinion and consultation, achieved through notice to parents or guardians of the language reclassification and placement including a description of the reclassification process and the parent's opportunity to participate, and encouragement of the participation of parents or guardians in OCEAA's reclassification procedure;~~

~~• Comparison of the pupil's performance in basic skills against an empirically established range of performance and basic skills based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English.~~

#### Monitoring and Evaluation of Program Effectiveness

~~An area of growth we identified for the 2009/10 school year is the progress of our ELs. Our standardized test score data clearly indicate that changes need to be made to ensure that all second language learners meet expected growth benchmarks. In evaluating the program effectiveness for ELs, OCEAA will continue to use the following methods:~~

- ~~• Adherence to OCEAA's academic benchmarks by language proficiency level and years in program to determine adequate yearly progress~~
- ~~• Monitoring of teacher qualifications and the use of appropriate instructional strategies based on program design~~
- ~~• Monitoring of student identification and placement~~
- ~~• Monitoring of parental program choice options~~
- ~~• Monitoring of availability of adequate resources~~
- ~~• Increased professional development focused specifically on effective second language acquisition strategies~~

~~In addition to the aforementioned methods, in the 2008/09 school year OCEAA piloted a student data management system to allow for immediate access to students' language status as well as the ability to monitor academic progress by language status. In the 2009/10 school year, OCEAA has proceeded with the school-wide implementation of this data management system. This system allows teachers and administrators to monitor the individual progress of our ELs and make adjustments to the instructional program based on the data. Data is analyzed on a regular basis through release days for teachers in conjunction with our assessment plan. Teachers share this data with the students, parents and Board.~~

~~A key factor in student progress is parent involvement and understanding of how to~~

~~work collaboratively with OCEAA to support the child's educational goals. OCEAA has held and continues to offer regular parent education seminars to empower parents with the~~

~~tools necessary to understand data, second language acquisition, and practical strategies to apply at home.~~

~~In the 2009/10 school year OCEAA will form its English Learner Advisor Committee (ELAC) to disseminate information pertinent to parents of ELs, to empower parents to take on advocacy roles in OCEAA and collaborate with other parents, teachers, support staff and the administration to ensure success for our ELs.~~

~~This year, OCEAA exceeded the state's Annual Measurable Achievement Objectives (AMAO).~~

***Table 2.5***

<b>2009/10</b>	<b>Target</b>	<b>Achieved</b>	<b>Met</b>
<b>AMAO 1</b>	<b>53.1</b>	<b>55.6</b>	<b>YES</b>
<b>AMAO 2</b>	<b>32.2</b>	<b>38.6</b>	<b>YES</b>

#### ~~Adequate Basic Resources~~

~~OCEAA provides adequate personnel, textbooks, materials, and instructional supplies for the full implementation of all program options.~~

### ~~PLAN FOR SPECIAL EDUCATION~~

#### ~~Overview~~

~~OCEAA adheres to all laws affecting individuals with exceptional needs, including all provisions of the Individuals with Disabilities in Education Improvement Act (IDEIA), its amendments, Section 504 of the Rehabilitation Act and the Americans with Disabilities Act (ADA). All students are given equal access to OCEAA, regardless of disabilities, and OCEAA does not discriminate against any student based on his or her disabilities. OCEAA does not require the modification of an individualized educational program (IEP) or 504 plan as a condition of acceptance at the Charter School.~~

~~OCEAA recognizes the importance of providing education opportunities to all students regardless of physical challenges or special needs. To that end, OCEAA attempts to work in cooperation with the District and all other applicable LEAs, to ensure that the students enrolled in OCEAA are served in accordance with applicable federal and state law. The OCEAA Specialists, which includes the Mild Moderate Teachers, Speech Pathologist, Psychologist and Counselor, meet weekly to discuss and monitor the progress of our students with IEPs. This year, the Mild Moderate Teachers progress monitor using DIBELS and share this information with both parents and general education teachers in order to better track student growth. We recently created a survey for parents with students in our special education program to seek feedback on how we can increase satisfaction with the services we~~

~~provide (see Exhibit F for survey results). Based on their feedback, we have modified how progress is shared with families during reporting periods so it is more specific to IEP goals. OCEAA's special education staff also~~

~~regularly attends the district's special education parent meetings and brings this information back on site to share with other parents who could not attend. We are also planning to hold special education parent meetings on site at OCEAA in order to increase communication and collaboration. We will annually survey the parents to monitor the effectiveness of the services we provide.~~

### **IDEIA**

~~Currently, OCEAA has been deemed to be a public school of the District for purposes of special education pursuant to Education Code Section 47641(b) and reserves the right to become its own LEA for the purpose of providing special education services to our students in the future. A child with disabilities attending the School receives special education instruction and designated instruction and services, provided by District personnel either in-house or by contract with a qualified third party in accordance with the IEP in the same manner as a child with disabilities who attends another public school within the District.~~

### **Section 504/ADA**

~~OCEAA is solely responsible for its compliance with Section 504 and the ADA. All facilities of OCEAA are accessible for all students with disabilities in accordance with the ADA.~~

~~Further, OCEAA has adopted and implements a policy which outlines the requirements for identifying and serving students with a 504 accommodation plan (OCEAA's 504 policy is attached as Exhibit II). OCEAA recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the School. Any student, who has an objectively identified disability, which substantially limits a major life activity such as learning, is eligible for accommodation by OCEAA and is accommodated.~~

~~We have many families who attend our Informational Tours and with their IEPs in hand. This has increased the numbers of families in our special education program. We see this as a positive sign that parents find OCEAA's smaller school setting an optimal learning environment for students who might not succeed in traditional school settings.~~

### **SPECIAL EDUCATION SERVICES/504**

~~The following provisions govern the application of special education to Charter School students:~~

~~A. It is understood that all children will have access to the Charter School and no student shall be denied admission based solely on disability status.~~

~~B. Pursuant to Education Code Section 47641, the Charter School has elected to be deemed a public school of the District for special education purposes. Nothing in this petition shall be construed to waive the Charter School's rights under Education Code Section 47641, including its right to provide assurances that the Charter School will participate as a local educational agency in an alternative special education plan.~~

~~C. In accordance with Education Code Section 47646, a Charter School that is deemed to be a public school of the local educational agency that granted the charter shall participate in state and federal funding in the same manner as any other public school of the granting agency. Further, a child with disabilities attending the Charter School shall receive special education instruction or designated instruction and services, or both, in the same manner as a child with disabilities who attends another public school of that district. The agency that granted the charter shall ensure that all children with disabilities enrolled in the Charter School receive special education and designated instruction and services in a manner that is consistent with their individualized education program and in compliance with the IDEA.~~

~~D. Section 504 and the ADA~~

~~Absent agreement of the parties to the contrary, the Charter School shall be solely responsible, at its own expense, for compliance with Section 504 of the Rehabilitation Act ("Section 504") and the Americans with Disabilities Act ("ADA") with respect to eligible students. Should the Charter School be unable to provide the services necessary to comply with the requirements of Section 504, the Charter School may request that the District provide the necessary services at a cost to be negotiated between the District and the Charter School separate from the terms of this MOU and/or the Charter School may contract with outside service providers at the Charter School's sole expense.~~

~~E. Services~~

~~1. The Charter School and the District intend that the Charter School will be treated by the District as any other public school in the District with respect to the provision of special education services, including the allocation of duties between Charter School staff and resources and District staff and resources.~~

~~2. Division and Coordination of Responsibility:~~

~~The District and the Charter School agree to allocate responsibility for the provision of services [including but not limited to identification, evaluation, Individualized Education Plan ("IEP") development and modification, and educational services] in a manner consistent with their allocation between the District and its local public school sites. All special education services to be~~

~~provided to Charter School students beyond the services to be performed by general education personnel and/or the type provided by general school site administrators at District schools, will be performed by employees, consultants, or other representatives of the District. The District, in consultation with the Charter School, shall be responsible for hiring and directing the individuals or entities to provide such special education services to Charter School students. The Charter School shall be involved with the selection of staff who serve Charter School students to ensure that services are delivered in a manner which is consistent with the charter. If a problem arises with any of the District personnel providing services on the Charter School site, the Charter School and District shall meet within five (5) days to address the concern and re-assign personnel when the District deems appropriate. If the District takes or refuses to take personnel action with regard to its special education providers on the Charter School's site, over the objection of the Charter School, the District shall take full responsibility for any actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered that results from its actions or inactions related to the placement of District personnel on the Charter School's campus.~~

~~The District and the Charter School shall meet no later than April 15 of each year to ensure a mutual understanding of the allocation of duties between the Charter School and the District for the following year.~~

### ~~**3. Identification and Referral:**~~

~~The Charter School shall have the same responsibility as any other public school in the District to work cooperatively with the District in identifying and referring students who have or may have exceptional needs that qualify them to receive special education services. The Charter School will develop, maintain, and implement policies and procedures to ensure identification and referral of students who have, or may have, such exceptional needs. These policies and procedures will be in accordance with California law and District policy. The Charter School is solely responsible for obtaining the cumulative files, prior and/or current Individualized Education Plan ("IEP") and other special education information on any student enrolling from a non-District school. A pupil shall be referred for special education instruction and services only after the resources of the regular education program have been considered and utilized, where appropriate.~~

~~The District shall provide the Charter School with the technical and consultative services that it generally provides its other public schools in the identification and referral processes. The District will ensure that the Charter School is provided with notification and relevant files of all students transferring to the Charter School from a District school, who have an existing IEP, in the same manner that it ensures the forwarding of such information between District schools. All records and files will be released with the signed permission of the parent/guardian.~~

#### ~~4. Assessment:~~

~~The District shall make the determination as to what assessments are necessary, including assessments for all referred students, annual assessments and tri annual assessments, in accordance with the District's general practice and procedure and applicable law. The Charter School shall not conduct assessments or recommend independent assessments without prior written approval of the District.~~

#### ~~5. Individualized Education Plan:~~

~~Responsibility for arranging necessary IEP meetings shall be conducted in accordance with the District's general practice and procedure and applicable law. The Charter School shall ensure the attendance of all necessary Charter School employees at the IEP meetings in addition to representatives who are knowledgeable about the regular education program at the Charter School.~~

#### ~~6. Eligibility and Placement:~~

~~Decisions regarding eligibility, goals/objectives, program, placement and exit from special education shall be the decision of the IEP team. Team membership shall be in compliance with state and federal law and shall include all required representatives of the Charter School (or designees when necessary) and representatives of the District (or designees when necessary). Services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the District and of the Local Plan for Special Education.~~

#### ~~7. Educational Services and Programs:~~

~~To the extent that the agreed upon IEP requires special education or related services, the District shall provide and/or arrange for such services in the same manner that it would be legally obligated to provide to the students at its other District schools. District services shall include technical and consultative services by~~



~~District staff to Charter School staff in the same manner that District staff consults with staff at other District schools.~~

#### **~~8. Parent Concerns:~~**

~~The Charter School shall inform parents/guardians of their rights to raise concerns regarding special education needs or services to the Charter School and/or District staff. The Charter School staff shall inform the designated representative of the District of any such concerns. The District, in consultation with the Charter School's staff as necessary, shall respond to and address the parent/guardian concerns.~~

#### **~~9. Complaints:~~**

~~In consultation with the Charter School, the District shall address/respond to/investigate all complaints regarding special education services at the Charter School. The Charter School's Uniform Complaint Procedure shall designate the District's Uniform Complaint Procedure officer as the designated official for complaints regarding special education services.~~

#### **~~10. Due Process Hearings:~~**

~~In consultation with the Charter School, the District may initiate a due process hearing on behalf of a student enrolled in the Charter School as the District determines is legally necessary to meet a school agency's responsibilities under federal and state law. The District, with the cooperation of the Charter School shall defend any due process hearing brought by a student enrolled in the Charter School. In the event that the District determines that legal representation is needed, the District/Charter School shall be jointly represented by District legal counsel. If the Charter School or the District determines that there is a conflict of interest in joint representation, the Charter School may retain separate legal counsel, at its own cost, the cost of which will be considered an offset to the Charter School's payment of a share of district-wide encroachment as discussed below.~~

~~The District agrees to indemnify, defend, and hold harmless the Charter School and its Board, Board members, officers, administrators, employees, agents, representatives, volunteers, successors, and assigns (collectively hereinafter "Charter School and Charter School personnel") against any and all actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's~~

~~fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against Charter School (including but not limited to due process complaints and/or compliance complaints with the California Department of Education and the Office of Civil Rights) and/or Charter School Personnel that may be asserted or claimed by any person, firm, or entity which may in any way arise out of or in connection with performance under the MOU by the District, its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns~~

#### **~~11. SELPA Activities and Meetings:~~**

~~The District Superintendent or designee shall represent the Charter School at all SELPA meetings as it represents the needs of all schools in the District. Reports to the Charter School regarding SELPA decisions, policies, etc. shall be communicated to the Charter School as they are to all other schools within the District. To the extent that the District and/or SELPA provide training opportunities and/or information regarding special education to site staff, such opportunities/information shall be made available to Charter School staff. To the extent that District site staff have the opportunity to participate in committee meetings of the SELPA as representatives of their district, such opportunities shall be made available to Charter School staff.~~

#### **~~12. School District of Residence:~~**

~~The District shall be responsible for providing all special education services to all students of the Charter School regardless of their school district of residence.~~

#### **~~13. SELPA Requirements:~~**

~~The Charter School agrees to adhere to the policies and requirements of the Local Plan for Special Education and to all District policies, procedures, and practices regarding identification, referral, and provision of services to special education students provided they do not conflict with OCEAA's mission/vision and policies and procedures and OCEAA School Family Handbook, and are not unduly burdensome to the Charter School, as determined by the Charter School.~~

#### **~~14. Contracted Services:~~**

~~If needed due to a shortage in special education staff, it is the responsibility of the District to seek out contracts with other school~~

~~districts, companies, or organizations to serve Charter School students. The Charter School may assist the District in procuring such services.~~

## **~~Funding~~**

### **~~1. Retention of Special Education Funds by District:~~**

~~The parties agree that, pursuant to the division of responsibilities set forth in this MOU, the Charter School has elected the status of any other public school in the District for the purposes of special education services and funding. The District has agreed to provide special education services for the Charter School, consistent with the services it provides at its public schools. Consistent with this division of responsibility, the District shall retain all state and federal special education funding allocated for Charter School students through the SELPA.~~

### **~~2. School Contribution of Equitable Share of Charter School~~**

#### **~~Funding:~~**

~~Additionally, the Charter School shall contribute a pro rata share of its Charter School funding to support the District's unfunded special education costs ("general fund support").~~

~~At the end of each fiscal year, the District shall calculate the Charter School's pro rata share of the District wide general fund support for that year as calculated by the total unfunded special education costs of the District (including those costs attributable to the Charter School) divided by the total number of District ADA (including Charter School students) and multiplied by the total number of Charter School ADA (ADA calculation from P2). Charter School ADA shall include all students, regardless of home district.~~

~~The District shall calculate the amount of the Charter School's share of the general fund support at the P2 reporting date. The District shall provide the Charter School with documentation as to the calculation of the Charter School's share of general fund support and allow the Charter School an opportunity to provide input and respond to the calculation prior to invoicing the Charter School for the prior year. The District shall then invoice the Charter School for its share of the general fund support.~~

~~Payment shall be due and payable within 30 days of invoice. If not fully paid, the remaining amount of the Charter School's share of the general fund support shall be offset against the District's next succeeding in lieu property tax apportionments until paid in full.~~

~~The District shall provide an estimate of the Charter School's share of the general fund support for the following year by June 30 of each year for budgeting purposes.~~

~~3. The District shall be responsible for all costs related to the special education service needs of Charter School students in the same manner, as it is responsible for the cost of serving any other students of the District in accordance with Education Code Section 47646.~~

~~4. In the event of a dispute regarding the special education provisions described above, the dispute resolution provisions agreed upon in the charter shall be utilized to resolve the dispute.~~

#### **PAYMENT SCHEDULE**

~~Unless specified otherwise, the District shall invoice the Charter School for fees due not less than thirty (30) calendar days prior to the date payment is due. In the event payment is not received within five (5) business days following the payment due date for any monies due from the Charter School to the District, the Charter School hereby authorizes the District to deduct any such fees from the funds deposited in the account for the Charter School with the Orange county Department of Education. Alternatively, the District may elect to offset and deduct any such fees from the District in lieu property tax revenues next payable to the Charter School, in which case the District shall provide the Charter School with a detailed statement showing the amount of any such offset.~~

### III. MEASURABLE STUDENT OUTCOMES AND OTHER USES OF DATA (ELEMENTS 2, 3)

*Governing Law: The measurable pupil outcomes identified for use by the Charter School. "Pupil outcomes," for purpose of this part, means the extent to which all pupils of OCEAA demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in OCEAA's educational program.—California Education Code Section 47605(b)(5)(B)*

~~OCEAA is a charter school where all stakeholders share a common mission and shared accountability to provide high quality, standards based instruction that integrates arts, technology, language and culture. OCEAA's goal is to motivate and assist all students in achieving proficiency on state academic standards and attain life long skills that will prepare them for the 21<sup>st</sup> Century. OCEAA aligns the curriculum in order to ensure success for all students in meeting the requirements of state standardized tests. When making decisions affecting curriculum, materials resources, professional development, programs or policies, OCEAA refers to this common mission.~~

~~OCEAA's fundamental goal is to achieve academic excellence (proficient and above) in all core content areas—language arts, science and mathematics, and social studies—through a well articulated K-8 standards based curriculum, thus preparing students for a~~

~~21<sup>st</sup> Century global society. In order to reach our goal of student achievement, we believe students also need to be well versed in the arts, fluent in the use and language of technology, and have the ability to negotiate their use and understanding of multiple languages and cultures. Through the arts, technology, language and culture, we support our students in achieving academic excellence. Success at OCEAA is defined as academic, social, emotional, physical, artistic, technological and linguistic success, and is measured using multiple means including, but not limited to, standardized tests.~~

~~OCEAA follows the School's Policies and Procedures (see Exhibit I for Curriculum Policy) when developing and selecting curriculum, materials and instructional activities. These are selected through a collaborative process that uses research-based best practices to support our academic goals (see Exhibit I for Curriculum Statement).~~

~~Beginning in the 2008/09 school year, OCEAA sought out a third-party review of our school with Insight Education Group, Inc. The goal of the third party review was to identify OCEAA's strengths and areas for improvement in the following five areas: student achievement, ethical leadership, continuous focus on increasing quality, responsible governance, and fiscal accountability. These areas of inquiry are taken from the *Quality Standards for Charter Schools (QSCS)* developed by the California Charter Schools Association (CCSA). Members of Insight Education Group, Inc. gathered information from teachers, students, parents, administrators, and board members. Their methods of inquiry included classroom observations, gathering school documentation, convening teacher, student and parent focus groups, conducting administrator and board member interviews, and conducting an online teacher survey. All questions were developed to draw out data targeted to the five areas of inquiry and the QSCS. Responses~~

to the student achievement findings are discussed below; further discussion of these and other findings can be found in Exhibit J and within subsequent Elements of this petition.

### **SCHOOL-WIDE MEASURABLE OUTCOMES**

In response to the review's findings related to student achievement, OCEAA created a Strategic Plan for Academic Achievement (SPAA) (see Exhibit B). The goals of this plan are detailed in Table 3.1 of outcomes and corresponding methods of measurement:

**Table 3.1 Measureable Student Outcomes**

<u>Student Outcome</u>	<u>Methods of</u>	<u>Parties Accountable</u>
<del>Students will demonstrate proficient or advanced achievement on the CSTs.</del>	<del>STAR Data 35% of the students will score Proficient or Advanced on the Math portion of the CST for the 2009-2010 school year</del>  <del>40% of the students</del>	<del>Parents, Students, Teachers, Support Staff, Administration and Board</del>
<del>Students in Two-Way Program will demonstrate academic achievement in Spanish.</del>	<del>APRENDA 75% of students in the Two-Way program will score at or above the 50<sup>th</sup> percentile on the APRENDA in Reading and Mathematics</del>  <del>Students in the TWI program will make a minimum of 5 NCE-point gains on the APRENDA Reading and Mathematics Test each year until they reach the 50<sup>th</sup> percentile</del>	<del>Parents, Students, Teachers, Support Staff, Administration and Board</del>
<del>Students will read fluently and comprehend a variety of grade-level texts.</del>	<del>RESULTS 75% of students will make gains each trimester on the RESULTS reading assessments</del>	<del>Parents, Students, Teachers, Support Staff, Administration and Board</del>

	gains each trimester on the ELA benchmarks (6-8)	
Students will write effectively for various purposes and audiences.	Benchmark Writing Assessments 75% of students will demonstrate grade level proficiency on the T3 writing assessment  STAR Data grade 7 75% of students will	Parents, Students, Teachers, Support Staff, Administration and Board
Students will master computational skills and become effective problem solvers.	Benchmark Assessments 75% of students will make gains each	Parents, Students, Teachers, Support Staff, Administration and Board
Students will demonstrate understanding of essential concepts and issues in science and social studies that are necessary for engaged local, national	Unit exams and performance tasks	Teachers, Support Staff and Administration
As a graduation requirement, students will demonstrate the ability to select a science or social science research topic of genuine interest, make and follow a plan for investigating the topic, synthesize multiple sources of information in an original written composition, and present their findings before an audience of peers, staff, parents and community members. This exit project integrates core competencies in reading, writing, listening and speaking as outlined in	8th grade exhibitions, work process folder and final composition will be assessed using rubric criteria 75 % of students will score a 3 (proficient) or 4 (advanced) on the rubric	Teachers, Support Staff and Administration

<del>All English learners, and Spanish learners in the Two-Way Program, will demonstrate proficiency in their second language (listening, speaking, reading and writing).</del>	<del>CELDT Students will gain one level on CELDT test and sub-tests every 1-2 years</del>  <del>90% of students who have been enrolled at OCEAA since kindergarten will be reclassified fluent.</del>	<del>Parents, Students, Teachers, Support Staff, Administration and Board</del>
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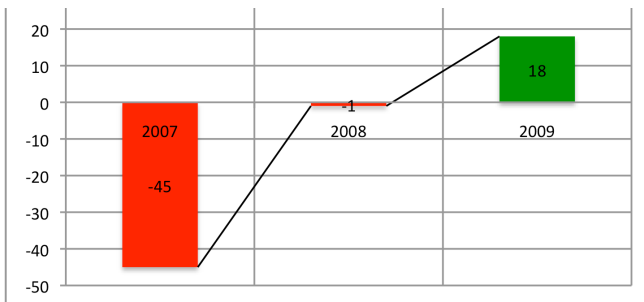
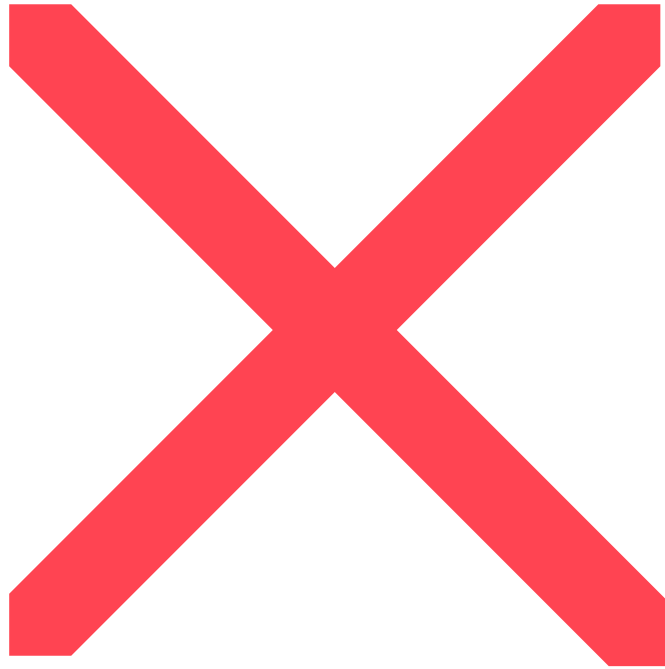
	Way program will demonstrate proficiency on the FLOSEM by	
Students will demonstrate cross-cultural competencies by respecting, appreciating and understanding diverse cultures and individuals.	Cross-cultural Assessment Survey 75% of students will demonstrate	Teachers, Support Staff and Administration
Students will demonstrate proficiency in all four art disciplines (music, theatre, dance and visual arts).	Visual and Performing Arts Standards-based Assessments 75% of students will demonstrate	Teachers, Support Staff and Administration
Students will use technology as a tool that facilitates learning and creativity in order to access information, apply research skills, and solve problems in preparation for higher education and the world.	National Educational Technology Standards-based Assessments 75% of students will	Teachers, Support Staff and Administration
Students will meet or exceed 95% average student attendance rate.	Attendance Data	Parents, Students, Teachers, Support Staff, Administration
OCEAA will meet its Academic Performance Index (API) growth targets school wide and for each sub-group.	API Scores Each year we will meet our API	Parents, Students, Teachers, Support Staff, Administration
OCEAA will make Adequate Yearly Progress (AYP) as defined by the No Child Left Behind (NCLB) Act.	AYP Reports Each there will be a 15% gain in the number of students (overall and sub-groups) scoring Proficient or	Parents, Students, Teachers, Support Staff, Administration and Board

### **Academic Performance Index**

It is the goal of OCEAA to meet its Academic Performance Index (API) growth targets on an annual basis. Our API is a reflection of students' performance on the Standardized Testing and Reporting (STAR) program assessments in the subject areas of English Language Arts, Mathematics, Science and History. Our participation rate over the past three years on the STAR has remained steady at an average of 99.4%.

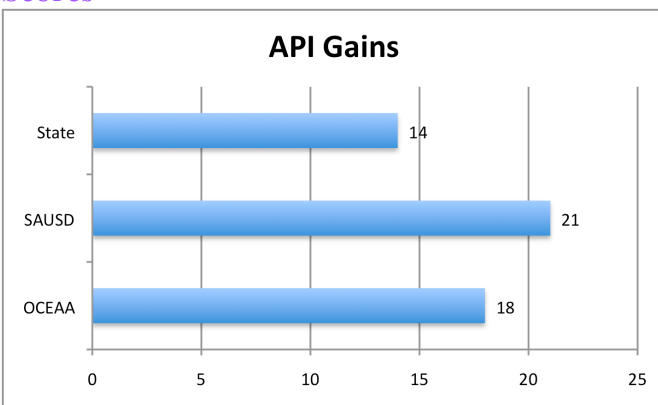
Our scores reflect the tremendous effort over the past three years that our staff, students and community has made to first stabilize and subsequently increase API scores over that time span (see Chart 3.1). As a result of our strategic planning with a third party review

(Insight), in the 2008-2009 school year, we immediately began implementing the plan of



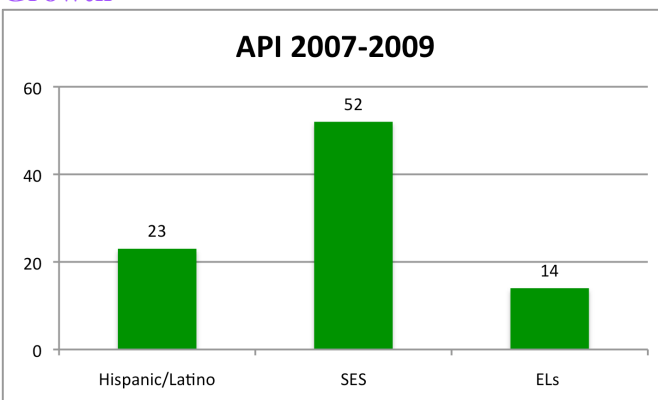
As a result of this relentless and continued effort, focus and commitment to implement the SPAA, OCEAA surpassed the 2009 growth target of 8 points by 10 points, reflecting an overall 18-point gain. This 18-point gain exceeds the state average of 14 points and is comparable to the district's average of 21 points for the 2008/09 school year as seen in Chart 3.3.

**Chart 3.3 Comparable API Scores**



In 2009, OCEAA met its school-wide API target and two of its three sub-group targets: Hispanic/Latino and Socio-economically Disadvantaged (SES) students. In the past two years, all three of OCEAA's sub-groups have made gains in their API scores. As Chart 3.4 demonstrates, the Hispanic/Latino subgroup has shown a 23-point gain, the Socioeconomically Disadvantaged subgroup has made 52-point gains and our English Learner (EL) subgroup has made 14-point gains over the past two years.

**Chart 3.4 Sub-Group Growth**



As we analyze our longitudinal data, we have seen positive gains over the past three years. In 2007, OCEAA did not make its school-wide API or any of the sub-group API targets. As Table 3.2 shows, in 2008, OCEAA did not meet its school-wide API, but did meet two of the three sub-group targets (Socioeconomically Disadvantaged and English

Learners). In 2009, OCEAA met its school-wide API and two of the three sub-group API targets (Hispanic/Latino and Socioeconomically Disadvantaged). We anticipate that due to our focused efforts on our SPAA, in 2010 we will make our school-wide API as well as the targets for all three of our sub-groups.

**Table 3.2 API Targets Met**

API	School-wide	Hispanic/Latino	SES	EL
2007	NO	NO	NO	NO
2008	NO	NO	YES	YES
2009	YES	YES	YES	NO
Projected 2010	YES	YES	YES	YES

In order to ensure our 2010 projection of all sub-groups meeting API targets, we will continue to implement our SPAA with a particular focus on our ELs. Teachers have participated in professional development targeted at supporting effective second language instruction. They have also identified all ELs in their classrooms and differentiate instruction according to their CELDT and CST levels. In addition, teachers have created pacing guides to map out when essential standards will be taught. Our benchmark assessments help teachers identify which students have mastered those standards (see sample pacing guide in Exhibit K).

#### Adequate Yearly Progress

OCEAA strives to make adequate yearly progress (AYP as defined by the No Child Left Behind Act (NCLB). Tables 3.3 and 3.4 represent the growth that OCEAA has made over the past three years toward meeting its AYP. Over time, we are showing gains and our focus over the next five years will be on continuing to implement our SPAA and monitoring student growth at the individual level.

**Table 3.3 English Language Arts Annual Yearly Progress Targets Met**

AYP-ELA	School-wide	Hispanic/Latino	SES	EL
2007	YES	NO	NO	NO
2008	NO	NO	NO	NO
2009	NO	NO	YES*	NO
Projected 2010	YES	YES	YES	YES

**Table 3.4 Mathematics Annual Yearly Progress Targets Met**

AYP-Math	School-wide	Hispanic/Latino	SES	EL
2007	YES**	NO	NO	NO

<b>2008</b>	<b>NO</b>	<b>NO</b>	<b>NO</b>	<b>NO</b>
<b>2009</b>	<b>YES*</b>	<b>YES*</b>	<b>YES*</b>	<b>NO</b>
<b>Projected 2010</b>	<b>YES</b>	<b>YES</b>	<b>YES</b>	<b>YES</b>

#### STATE PRIORITY #1— BASIC SERVICES

*The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d))*

#### SUBPRIORITY A – TEACHERS

<b><u>GOAL TO ACHIEVE SUBPRIORITY</u></b>	100% of core teachers will hold a valid CA Teaching Credential with appropriate English learner authorization as defined by the CA Commission on Teaching Credentialing, and 100% of credentialed teachers will be appropriately assigned
<b><u>ACTIONS TO ACHIEVE GOAL</u></b>	All core teacher candidates screened for employment will hold valid CA Teaching Credential with appropriate English learner and bilingual instruction authorizations; Human Resources Manager will annually review credential status
<b><u>MEASURABLE OUTCOME</u></b>	Core teachers will hold a valid CA Teaching Credential with appropriate English learner authorization and bilingual instruction authorizations as defined by the CA Commission on Teaching Credentialing
<b><u>METHODS OF MEASUREMENT</u></b>	Initial and annual verification of core teacher credential as reported by the CA Commission on Teacher Credentialing; CALPADS Report 3.5 NCLB Core Course Section Compliance; Annual publication of School Accountability Report Card

#### SUBPRIORITY B – INSTRUCTIONAL MATERIALS

<b><u>GOAL TO ACHIEVE SUBPRIORITY</u></b>	Students will have access to high quality instructional materials that support mastery of CA Common Core State Standards and 21 <sup>st</sup> century skills as outlined in our charter petition
<b><u>ACTIONS TO ACHIEVE GOAL</u></b>	All instructional materials purchased will be aligned to CA Common Core State Standards and 21 <sup>st</sup> century skills as outlined in our charter petition
<b><u>MEASURABLE OUTCOME</u></b>	100% of pupils will have access to standards-aligned materials and additional instructional materials as outlined in OCEAA's charter petition
<b><u>METHODS OF MEASUREMENT</u></b>	Principal and staff review all instructional materials before purchase pursuant to E.C. § 60119

#### SUBPRIORITY C – FACILITIES

<b><u>GOAL TO ACHIEVE SUBPRIORITY</u></b>	All students and staff will work in a healthy, safe and secure environment that supports achievement
<b><u>ACTIONS TO ACHIEVE GOAL</u></b>	Daily general cleaning by custodial staff will maintain campus cleanliness using only “green” products; Annual and monthly facility inspections will screen for

	<u>safety hazards</u>
<u>MEASURABLE OUTCOME</u>	<u>Annually, 90% of all items on Monthly site inspection checklists and 90% of Facility Inspection checklists will be in compliance/good standing and 100% of identified Required Corrections will be corrected within three months. Daily cleanliness spot checks will also be performed.</u>
<u>METHODS OF MEASUREMENT</u>	<u>Monthly site inspection documents prepared by Director of Operations; Annual Facility Inspection Reports</u>
<b>STATE PRIORITY #2— IMPLEMENTATION OF COMMON CORE STATE STANDARDS</b> <i>Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency</i>	
<b>SUBPRIORITY A – CCSS IMPLEMENTATION</b>	
<u>GOAL TO ACHIEVE SUBPRIORITY</u>	<u>All core teachers will participate in annual professional development on the implementation of Common Core State Standards and Smarter Balanced Interim Assessments</u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>Train teachers in recently adopted <i>Go Math!</i> materials, Cognitively Guided Instruction and close reading; train teachers in administering and scoring Smarter Balanced Interim Assessments twice annually to measure progress</u>
<u>MEASURABLE OUTCOME</u>	<u>Annually, core teachers will participate in at least 10 hours of Professional Development (PD) and trainings in CCSS.</u> <u>Annually, students in grades 3-8 will participate in two Smarter Balanced Interim Assessment administrations</u>
<u>METHODS OF MEASUREMENT</u>	<u>PD calendar, sign in sheets and classroom walkthroughs will demonstrate participation and application of PD activities.</u> <u>Assessment calendar, Smarter Balanced Interim Assessment data</u>
<b>SUBPRIORITY B – EL STUDENTS &amp; ACADEMIC CONTENT KNOWLEDGE</b>	
<u>GOAL TO ACHIEVE SUBPRIORITY</u>	<u>EL students will gain academic content knowledge through the implementation of CCSS aligned instruction and assessment</u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>ELs participate in CCSS-aligned instruction with language support from the integration of the ELA/ELD framework in all content areas; ELs receive interventions as indicated by analysis of assessment data</u>
<u>MEASURABLE OUTCOME</u>	<u>Annually, an increasing percentage of ELs will gain academic content knowledge in math, English language arts, science, and history/social science</u>
<u>METHODS OF MEASUREMENT</u>	<u>EL student performance on the CCSS Smarter Balanced Assessments (SBA), teacher designed assessments, annual report cards</u>
<b>SUBPRIORITY C – EL STUDENTS &amp; ENGLISH LANGUAGE PROFICIENCY</b>	
<u>GOAL TO ACHIEVE</u>	<u>EL students will gain English language proficiency through instruction that aligns the CA ELD Standards with the CCSS for English Language Arts and</u>



<u>SUBPRIORITY</u>	<u>literacy in History/Social Studies and Science</u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>Teachers of ELs participate in at least 10 hours of professional development activities to align the ELA/ELD framework with CCSS ELA/Literacy standards.</u>
<u>MEASURABLE OUTCOME</u>	<u>Annually, an increasing percentage of EL students will reach English language proficiency within five years of initial classification as English Learner</u>
<u>METHODS OF MEASUREMENT</u>	<u>Student performance on CELDT, internal assessment data, EL Reclassification and RFEP monitoring by Title III Coordinator; PD calendar, sign in sheets and classroom walkthroughs will demonstrate participation and application of PD activities.</u>
<b>STATE PRIORITY #3— PARENTAL INVOLVEMENT</b> <i>Parental involvement, including efforts to seek parent input for making decisions for schools, and how the school will promote parent participation</i>	
<b><u>SUBPRIORITY A – ACHIEVING/MAINTAINING PARENTAL INVOLVEMENT</u></b>	
<u>GOAL TO ACHIEVE SUBPRIORITY</u>	<u>Maintain parent representation and leadership</u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>OCEAA will promote and work with parent leadership organizations including but not limited to Families Supporting OCEAA (FSO), English Learner Advisory Council (ELAC), and a School Site Council</u>
<u>MEASURABLE OUTCOME</u>	<u>Annually, OCEAA will maintain parent representation and leadership</u>
<u>METHODS OF MEASUREMENT</u>	<u>FSO, ELAC and School Site Council agendas and minutes</u>
<b><u>SUBPRIORITY B – PROMOTING PARENT PARTICIPATION</u></b>	
<u>GOAL TO ACHIEVE SUBPRIORITY</u>	<u>Promote parent volunteer opportunities through a Parent Volunteer Coordinator</u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>School administration will work with the Parent Volunteer Coordinator to solicit a volunteer list that the coordinator will organize based on expertise and availability.</u>
<u>MEASURABLE OUTCOME</u>	<u>Annually, at least 50% of parents will volunteer at OCEAA at least once</u>
<u>METHODS OF MEASUREMENT</u>	<u>The Parent Volunteer Coordinator will create an annual report that will document all volunteer hours spent at the charter school</u>
<b><u>SUBPRIORITY C - SURVEYS</u></b>	
<u>GOAL TO ACHIEVE SUBPRIORITY</u>	<u>Solicit parent feedback via annual satisfaction surveys</u>
<u>ACTIONS TO</u>	<u>Annually, OCEAA school administration will conduct school satisfaction</u>

<u>ACHIEVE GOAL</u>	<u>assessments to generate strategies for improvement. Results of parent satisfaction surveys will be presented to the OCEAA Board of Directors for discussion and follow-up.</u>
<u>MEASURABLE OUTCOME</u>	<u>Community results for the survey will indicate at least 75% overall satisfaction</u>
<u>METHODS OF MEASUREMENT</u>	<u>Results and reports of community satisfaction surveys will be shared with parents, OCEAA Board members, and staff upon completion of analysis</u>
<b><u>STATE PRIORITY #4— STUDENT ACHIEVEMENT</u></b> <u>Pupil achievement, as measured by all of the following, as applicable:</u> <u>H. CA Measurement of Academic Progress and Performance statewide assessment</u> <u>I. The Academic Performance Index (API)</u> <u>J. Percentage of pupils who have successfully completed courses that satisfy UC/CSU entrance requirements, or career technical education</u> <u>K. Percentage of ELs who make progress toward English language proficiency as measured by the California English Language Development Test (CELDT) and/or English Language Proficiency Assessment for California (ELPAC)</u> <u>L. EL reclassification rate</u> <u>M. Percentage of pupils who have passed an AP exam with a score of 3 or higher</u> <u>N. Percentage of pupils who participate in and demonstrate college preparedness pursuant to the Early Assessment Program (E.C. §99300 et seq.) or any subsequent assessment of college preparedness</u>	
<b><u>SUBPRIORITY A – CCSS SBA: ELA/LITERACY AND MATHEMATICS</u></b>	
<u>GOAL TO ACHIEVE SUBPRIORITY</u>	<u>Students at every applicable grade level, including all student subgroups, score proficient or higher on the CCSS Smarter Balanced Assessment (SBA) in the area of English Language Arts/Literacy and Mathematics</u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>Positive school climate, classroom instruction that integrates the arts and technology; appropriate CCSS aligned instructional materials; implementation of intervention programs to assist at-risk students</u>
<u>MEASURABLE OUTCOME</u>	<u>Annually, OCEAA will receive a five (5) or better score in the similar schools band.</u>
<u>METHODS OF MEASUREMENT</u>	<u>CCSS SBA reports</u>
<b><u>SUBPRIORITY B – API</u></b>	
<u>GOAL TO ACHIEVE SUBPRIORITY</u>	<u>OCEAA, including all student subgroups, will meet the annual API Growth Target, or equivalent, as mandated by the CA State Board of Education</u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>Classroom instruction will align to CCSS, students will receive targeted interventions through the RtI process, teachers will receive PD in prioritized areas to facilitate ongoing program improvement</u>
<u>MEASURABLE</u>	<u>OCEAA, including all student subgroups, will meet the annual API Growth</u>

<u>OUTCOME</u>	<u>Target or equivalent as mandated by the CA State Board of Education</u>
<u>METHODS OF MEASUREMENT</u>	<u>API Reports or equivalent as determined by the CA Department of Education</u>
<b>SUBPRIORITY C – UC/CSU COURSE GRADE REQUIREMENTS (OR CTE)</b>	
<b>GRADE LEVELS NOT APPLICABLE TO CHARTER SCHOOL</b>	
<b>SUBPRIORITY D – EL PROFICIENCY RATES</b>	
<u>GOAL TO ACHIEVE SUBPRIORITY</u>	<u>ELs will become English Proficient within 5 years of entering language instruction educational programs</u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>Carefully grouping primary grade ELs for ELD instruction, carefully integrating ELA/ELD framework into secondary instruction, identifying specific targets for language learning, assessing learning through standards-referenced assessments</u>
<u>MEASURABLE OUTCOME</u>	<u>Annually, an increasing percentage of EL students will reach English language proficiency within 5 years of initial classification as English Learner</u>
<u>METHODS OF MEASUREMENT</u>	<u>Student performance on CELDT, internal assessment data, EL Reclassification and RFEP monitoring by Title III Coordinator</u>
<b>SUBPRIORITY E – EL RECLASSIFICATION RATES</b>	
<u>GOAL TO ACHIEVE SUBPRIORITY</u>	<u>OCEAA will maintain a 20% reclassification rate annually</u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>Close monitoring and support for students who achieved language proficiency on the CELDT but did not meet additional requirements for reclassification</u>
<u>MEASURABLE OUTCOME</u>	<u>Reclassification rate will be at or above 20% annually</u>
<u>METHODS OF MEASUREMENT</u>	<u>Bi-annual review of student eligibility to reclassify based on state and OCEAA criteria (CELDT, report card grades, SBA scores, etc.) conducted by Title III Coordinator</u>
<b>SUBPRIORITY F – AP EXAM PASSAGE RATE</b>	
<b>GRADE LEVELS NOT APPLICABLE TO CHARTER SCHOOL</b>	
<b>SUBPRIORITY G – COLLEGE PREPAREDNESS/EAP</b>	
<b>GRADE LEVELS NOT APPLICABLE TO CHARTER SCHOOL</b>	
<b>STATE PRIORITY #5— STUDENT ENGAGEMENT</b> <i>Pupil engagement, as measured by all of the following, as applicable:</i> <u>F. School attendance rates</u> <u>G. Chronic absenteeism rates</u> <u>H. Middle school dropout rates (EC §52052.1(a)(3))</u> <u>I. High school dropout rates</u>	

<u><i>J. High school graduation rates</i></u>	
<u><b>SUBPRIORITY A – STUDENT ATTENDANCE RATES</b></u>	
<u><b>GOAL TO ACHIEVE SUBPRIORITY</b></u>	<u>OCEAA will maintain a 95% ADA rate</u>
<u><b>ACTIONS TO ACHIEVE GOAL</b></u>	<u>OCEAA will provide a safe and engaging learning environment for all its students and families, including those of the various subgroups enrolled</u>
<u><b>MEASURABLE OUTCOME</b></u>	<u>Annual Average Daily Attendance will be at least 95%</u>
<u><b>METHODS OF MEASUREMENT</b></u>	<u>Monthly, quarterly, and annual ADA reports; periodic attendance updates to families reminding them of the importance of in-school attendance as the primary way of learning and success.</u>
<u><b>SUBPRIORITY B – STUDENT ABSENTEEISM RATES</b></u>	
<u><b>GOAL TO ACHIEVE SUBPRIORITY</b></u>	<u>Students will not have more than five absences in any school year</u>
<u><b>ACTIONS TO ACHIEVE GOAL</b></u>	<u>Parents will be informed of chronic absences as specified in school-family handbook</u>
<u><b>MEASURABLE OUTCOME</b></u>	<u>80% of enrolled students will have fewer than five absences during any one school year</u>
<u><b>METHODS OF MEASUREMENT</b></u>	<u>End of term absence and tardy reports from our student information system. Periodic attendance updates to families reminding them of the importance of in-school attendance as the primary way of learning and success. Evidence of success, is determined by monthly, quarterly, and annual attendance reports</u>
<u><b>SUBPRIORITY C – MIDDLE SCHOOL DROPOUT RATE</b></u>	
<u><b>GOAL TO ACHIEVE SUBPRIORITY</b></u>	<u>OCEAA students will not dropout.</u>
<u><b>ACTIONS TO ACHIEVE GOAL</b></u>	<u>OCEAA’s Registrar will maintain communication with families of students who dis-enroll, and email/phone records with new institutions, until transfer of official documents has occurred.</u>
<u><b>MEASURABLE OUTCOME</b></u>	<u>OCEAA will maintain middle school dropout rates at or below the district average.</u>
<u><b>METHODS OF MEASUREMENT</b></u>	<u>Records maintained in PowerSchool, OCEAA’s school information system, phone/email records that confirm receipt of documents at new institutions for transfer students.</u>
<u><b>SUBPRIORITY D – HIGH SCHOOL DROPOUT RATES</b></u>	
<u><b>GRADE LEVELS NOT APPLICABLE TO CHARTER SCHOOL</b></u>	
<u><b>SUBPRIORITY E – HIGH SCHOOL GRADUATION RATES</b></u>	

**GRADE LEVELS NOT APPLICABLE TO CHARTER SCHOOL****STATE PRIORITY #6— SCHOOL CLIMATE***School climate, as measured by all of the following, as applicable:**D. Pupil suspension rates**E. Pupil expulsion rates**F. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness***SUBPRIORITY A – PUPIL SUSPENSION RATES****GOAL TO ACHIEVE  
SUBPRIORITY**OCEAA will maintain an annual suspension rate of less than 5%**ACTIONS TO  
ACHIEVE GOAL**OCEAA staff will implement a strong Tier 1 discipline plan using the Positive Behavior Interventions and Supports (PBIS) approach; when Tier 1 interventions are not successful, individualized intervention plans are created with students and parents to manage behavior issues and concerns**MEASURABLE  
OUTCOME**Annually, 5% or fewer of all enrolled students will be suspended**METHODS OF  
MEASUREMENT**Annual School Accountability Report Card & Annual Report and CALPADS Report 7.1; PowerSchool and Office Referral/SWIS data**SUBPRIORITY B – PUPIL EXPULSION RATES****GOAL TO ACHIEVE  
SUBPRIORITY**OCEAA will maintain an annual expulsion rate of less than 1%**ACTIONS TO  
ACHIEVE GOAL**OCEAA staff will implement a strong Tier 1 discipline plan using the Positive Behavior Interventions and Supports approach; when Tier 1 interventions are not successful, individualized intervention plans are created with students and parents to manage behavior issues and concerns**MEASURABLE  
OUTCOME**Annually, 1% or fewer of enrolled students will be expelled**METHODS OF  
MEASUREMENT**Annual School Accountability Report Card & Annual Report and CALPADS Report 7.1; PowerSchool and Office Referral /SWIS data**SUBPRIORITY C – OTHER SCHOOL SAFETY AND SCHOOL CONNECTEDNESS MEASURES****GOAL TO ACHIEVE  
SUBPRIORITY**OCEAA students and staff will adhere to the School Emergency Response Plan**ACTIONS TO  
ACHIEVE GOAL**Annually, all school employees will be trained on the elements of the School Emergency Response Plan. Students and staff will participate in Fire, Earthquake, and other safety drills.**MEASURABLE  
OUTCOME**100% of staff will participate in at least four hours of Emergency Response training; Students will participate in at least four fire, earthquake or safety drills

	<u>annually</u>
<u><b>METHODS OF MEASUREMENT</b></u>	<u>Professional Development agenda and annual drill calendars</u>
<b><u>SUBPRIORITY D - SURVEYS</u></b>	
<u><b>GOAL TO ACHIEVE SUBPRIORITY</b></u>	<u>Students, parents and teachers will feel a sense of community and safety on campus</u>
<u><b>ACTIONS TO ACHIEVE GOAL</b></u>	<u>Administration will devise and administer satisfaction surveys to parents, students, and teachers annually. A variety of engaging co-curricular opportunities will further enhance students' sense of belonging and community.</u>
<u><b>MEASURABLE OUTCOME</b></u>	<u>Annually, at least 80% of students and families will be satisfied with the safety and school climate on surveys and the retention rate will be 90% or higher</u>
<u><b>METHODS OF MEASUREMENT</b></u>	<u>Parent, student and teacher satisfaction surveys will provide information regarding their sense of connectedness and community</u> <u>Attendance and participation by students in campus events will evidence their sense of belonging and engagement</u> <u>Annual reenrollment documentation and class lists will reflect a return rate of at least 90%</u>
<b><u>STATE PRIORITY #7— COURSE ACCESS</u></b> <i><u>The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM-eligible, or foster youth; E.C. §42238.02) and students with exceptional needs.</u></i> <i><u>"Broad course of study" includes the following, as applicable:</u></i> <i><u>Grades 1-6: English, mathematics, social sciences, science, visual and performing arts, health, physical education, and other as prescribed by the governing board. (E.C. §51210)</u></i> <i><u>Grades 7-12: English, social sciences, foreign language(s), physical education, science, mathematics, visual and performing arts, applied arts, and career technical education. (E.C. §51220(a)-(1))</u></i>	
<u><b>GOAL TO ACHIEVE SUBPRIORITY</b></u>	<u>OCEAA students, including all student subgroups, will have access to and enroll in our academic and educational program as outlined in the OCEAA's Charter</u>
<u><b>ACTIONS TO ACHIEVE GOAL</b></u>	<u>All academic content areas will be available to all students, including student subgroups, at all grade levels</u>
<u><b>MEASURABLE OUTCOME</b></u>	<u>Annually, 100% of students, including all student subgroups, unduplicated students, and students with exceptional needs, will have access to and enroll in all core and non-core subjects content areas available</u>
<u><b>METHODS OF MEASUREMENT</b></u>	<u>Student, teacher, course, and grade level schedules</u>
<b><u>STATE PRIORITY #8— PUPIL OUTCOMES- ACADEMIC EXCELLENCE DOMAIN: ENGLISH LANGUAGE ARTS</u></b>	

<u>From the subject areas described above in #7, as applicable.</u>	
<b><u>SUBPRIORITY A - ENGLISH</u></b>	
<b><u>GOAL TO ACHIEVE SUBPRIORITY</u></b>	<u>All students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level proficiency in English Language Arts/Literacy.</u>
<b><u>ACTIONS TO ACHIEVE GOAL</u></b>	<u>Common Core aligned instructional guides and benchmarks, training in close reading strategies, integration and application of instructional technology, and goal setting based on data for all students.</u>
<b><u>MEASURABLE OUTCOME</u></b>	<u>Annually, OCEAA's average will be at or above the district average for performance in the area of English Language Arts/Literacy.</u>
<b><u>METHODS OF MEASUREMENT</u></b>	<u>CCSS SBA results, API or equivalent</u>
<b><u>SUBPRIORITY B - MATHEMATICS</u></b>	
<b><u>GOAL TO ACHIEVE SUBPRIORITY</u></b>	<u>All students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level proficiency in Mathematics.</u>
<b><u>ACTIONS TO ACHIEVE GOAL</u></b>	<u>Common Core aligned instructional guides and benchmarks, training in <i>Go Math!</i> materials and Cognitively Guided Instruction, integration and application of instructional technology, and goal setting based on data for all students.</u>
<b><u>MEASURABLE OUTCOME</u></b>	<u>Annually, OCEAA's average will be at or above the district average for performance in the area of Mathematics.</u>
<b><u>METHODS OF MEASUREMENT</u></b>	<u>CCSS SBA results, API or equivalent</u>
<b><u>SUBPRIORITY C – SOCIAL SCIENCES</u></b>	
<b><u>GOAL TO ACHIEVE SUBPRIORITY</u></b>	<u>All students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level skills and content knowledge in the social sciences.</u>
<b><u>ACTIONS TO ACHIEVE GOAL</u></b>	<u>Training in Common Core History/Social Science Literacy Standards, ELA/ELD framework, close reading strategies and Document Based Questions, and integration and application of instructional technology to enhance content knowledge</u>
<b><u>MEASURABLE OUTCOME</u></b>	<u>Annually, 70% of all students, including all student subgroups, will demonstrate satisfactory performance through internal summative assessments (until such time that State assessments are made available)</u>
<b><u>METHODS OF MEASUREMENT</u></b>	<u>Formal summative assessments include: benchmarks, essay exams, presentations, projects, and student report cards</u>
<b><u>SUBPRIORITY D – SCIENCE</u></b>	

<b><u>GOAL TO ACHIEVE SUBPRIORITY</u></b>	<u>All students, including all student subgroups, will demonstrate grade level skills and content knowledge in the sciences.</u>
<b><u>ACTIONS TO ACHIEVE GOAL</u></b>	<u>Training in Next Generation Science Standards, Common Core Science Literacy Standards, ELA/ELD framework, close reading strategies, and integration and application of instructional technology to enhance content knowledge</u>
<b><u>MEASURABLE OUTCOME</u></b>	<u>Annually, an increasing percentage of students in grades 5 and 8, including all student subgroups, will attain proficiency on the Science CST</u>
<b><u>METHODS OF MEASUREMENT</u></b>	<u>Science CST reports</u>
<b>SUBPRIORITY E – PHYSICAL EDUCATION</b>	
<b><u>GOAL TO ACHIEVE SUBPRIORITY</u></b>	<u>All students, including all student subgroups, will demonstrate physical fitness.</u>
<b><u>ACTIONS TO ACHIEVE GOAL</u></b>	<u>The playground team will implement an “Active play” recess program TK-8, and develop a standards–based PE scope a sequence for TK-6 that scaffolds physical fitness and development.</u>
<b><u>MEASURABLE OUTCOME</u></b>	<u>50% of all students, including all student subgroups, will pass the State Physical Fitness Test</u>
<b><u>METHODS OF MEASUREMENT</u></b>	<u>Physical Fitness Test results</u>
<b>SUBPRIORITY F – FOREIGN LANGUAGES</b>	
<b><u>GOAL TO ACHIEVE SUBPRIORITY</u></b>	<u>All students in the Two-Way Immersion Program, including all student subgroups, will demonstrate grade level skills and content in Spanish.</u>
<b><u>ACTIONS TO ACHIEVE GOAL</u></b>	<u>Dual Immersion Committee and DI Coordinator will conduct training in Dual Language Guiding Principles and 90:10 model, DI Coordinator will provide ongoing support through co-planning, demonstration, observation and coaching</u>
<b><u>MEASURABLE OUTCOME</u></b>	<u>Annually, 70% of all students, including all student subgroups, will demonstrate satisfactory performance through formal assessments in Spanish</u>
<b><u>METHODS OF MEASUREMENT</u></b>	<u>Formal assessments include: Aprenda/Standards Tests in Spanish exams, AR STAR results, DRA, essay exams, presentations, projects, and student report cards</u>
<b>SUBPRIORITY G – VISUAL AND PERFORMING ARTS</b>	
<b><u>GOAL TO ACHIEVE SUBPRIORITY</u></b>	<u>All students, including all student subgroups, will demonstrate grade level skills and content knowledge in the arts.</u>
<b><u>ACTIONS TO ACHIEVE GOAL</u></b>	<u>OCEAA’s Arts Coordinator will: 1) coordinate professional development and instruction in the arts TK-8; 2) secure access to programs and resources (such as Artists–in-Residence) that support access to high quality art experiences, and 3)</u>



	<u>provide support to teachers through demonstrations, modeling, and co-planning</u>
<u>MEASURABLE OUTCOME</u>	<u>100% of students will participate in a high-quality performance or presentation of their artwork to the OCEAA community and/or general public at least once annually</u>
<u>METHODS OF MEASUREMENT</u>	<u>Master calendar of art events (school assemblies, class productions, Holiday and End of Year Extravaganzas, OCMA Family day, etc.) maintained by Arts Coordinator</u>
<b><u>SUBPRIORITY G – OTHER SUBJECTS – SOCIAL AND CIVIC RESPONSIBILITY</u></b>	
<u>GOAL TO ACHIEVE SUBPRIORITY</u>	<u>All students will demonstrate social and civic responsibility based on the ORCA way: Organization, Respect, Careful, Accepting Responsibility</u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>OCEAA staff will model, teach and recognize ORCA behaviors daily and over time to build a safe and caring community; PBIS committee will develop and publicize a citizenship rubric aligned to ORCA behaviors; Peer Conflict Mediator Coordinators will train a cadre of students to be conflict managers through the Peer Assistance Leadership program (PAL)</u>
<u>MEASURABLE OUTCOME</u>	<u>Annually, 85% of students will earn Satisfactory or Excellent citizenship grades</u>
<u>METHODS OF MEASUREMENT</u>	<u>Citizenship report card page aligned to citizenship rubric</u>
<b><u>SCHOOL PRIORITY #1— ACHIEVEMENT OF TWO WAY IMMERSION PROGRAM VISION TO CREATE BILITERATE, BILINGUAL AND BICULTURAL STUDENTS</u></b> <i><u>The extent to which pupils have opportunities to develop biliteracy, bilingualism and biculturalism</u></i>	
<u>GOAL TO ACHIEVE SCHOOL PRIORITY</u>	<u>Transform school culture to increase Spanish as the preferred language of communication during non-instructional interactions, and infuse core units with wide exposure to Spanish and Latin American-themed content</u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>OCEAA’s Dual Immersion Committee will: 1) study current use of English as default language and plan positive reinforcement to increase the use of Spanish; and 2) create a professional development plan to increase the integration of authentic Spanish/Latin American literature, history, arts and culture content into core units of instruction</u>
<u>MEASURABLE OUTCOME</u>	<u>Articulated professional development plans for increasing the use of Spanish and the integrating authentic Spanish/Latin American literature, history, arts and culture content into core units of instruction</u>
<u>METHODS OF MEASUREMENT</u>	<u>Dual immersion committee agendas, sign in, minutes and work products</u>
<b><u>SCHOOL PRIORITY #2— STANDARDS BASED REPORT CARDS</u></b> <i><u>The extent to which the information shared in report cards provides students and parents with meaningful information about current levels of student achievement as defined by standards</u></i>	

<u><b>GOAL TO ACHIEVE SCHOOL PRIORITY</b></u>	<u>OCEAA's report cards and gradebook practices communicate student achievement in ways that are consistent, meaningful, accurate, and supportive of learning</u>
<u><b>ACTIONS TO ACHIEVE GOAL</b></u>	<u>The Instructional Leadership Team will develop a grading policy and make a plan to phase in adjustments to grading and evaluation practices to ensure report card grades communicate student achievement in ways that are consistent, meaningful, accurate, and supportive of learning; teachers will implement first round changes to grading and assessment practices</u>
<u><b>MEASURABLE OUTCOME</b></u>	<u>Board adoption of grading policy and consistent implementation of first round adjustments by teachers</u>
<u><b>METHODS OF MEASUREMENT</b></u>	<u>Board agenda and minutes, PD agendas and minutes, review of PowerTeacher Gradebooks and report cards by administrative team and ILT, comparison of report card data to Smarter Balanced Assessment reports and other quality internal assessment data.</u>

*\*—MET BY SAFE HARBOR*

~~\*\*=MET BY TWO-YEAR AVERAGE~~

~~One of the key components to the NCLB act is the ability to follow student progress over time. The primary advantage of longitudinal data is to be able to measure change and identify trends that impact student achievement and to use this information to make adjustments to the educational program provided to each individual student. By analyzing longitudinal data, OCEAA monitors the effect of various factors on individual student achievement. We also gage the overall effectiveness of individual teachers and grade level instructional programs by disaggregating the data. In addition, we monitor the progress of cohorts of students as they move through our K-8 program to ensure preparedness for higher education.~~

~~Our longitudinal data (see report in Exhibit L) serves as a window into the past as well as the future. Our current outlook shows a positive trend towards meeting and exceeding state-identified targets.~~

## ELEMENT 3

Governing Law: The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.

California Education Code Section 47605(b)(5)(C)

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### **METHODS OF ASSESSMENT**

~~Governing Law: The method by which pupil progress in meeting those pupil outcomes is measured. California Education Code Section 47605(b)(5)(C)~~

To meet the needs for evaluation and accountability and to provide information to teachers, students, parents, community and Board, OCEAA has established a standards-based evaluation and accountability system pursuant to EC60602.5 consisting of the following components:

- a. Content and Performance Standards
- b. Assessments
- c. Data Collection
- d. Data Management
- e. Reporting and Analyses
- f. Utilization of Student and Program Data

~~a. Content and Performance Standards b. Assessment~~

- ~~c. Data Collection~~
- ~~d. Data Management~~
- ~~e. Reporting and Analyses~~
- ~~f. Utilization of Student and Program Data~~

OCEAA ~~participates in the standards-based California Academic Performance Index (API) Accountability System and~~ will continue to comply with all present and future state assessment requirements. All students are assessed with the state designated standardized test according to the ~~Standardized Testing and Report Program (STAR)~~California Assessment of Student Performance and Progress (CAASPP). ELs ~~will~~ be assessed annually with the CELDT test.

Assessment methods described in this Element as well as included in the chart in Element 2 are aligned to the Eight State Priorities and demonstrate multiple measures for each subject area. The Charter School affirms that its methods for measuring pupil outcomes for the Eight State Priorities, as described in Element 2, shall be consistent with the way information is reported on a School Accountability Report Card as required by Education Code Section 47605.6(b)(5)(C).

In addition, other measures of student achievement are used as an ongoing part of the quality instructional program at OCEAA. Multiple measures are used for each subject area of the core curriculum including ELD. Types of measures used include:

- a. Criterion-referenced tests
- b. Holistic and analytical rubrics
- c. Checklists
- d. Questionnaires and surveys
- e. Written, fill in the blank, and multiple choice responses
- f. Diagnostic and benchmark assessments
- g. Grade point average
- h. Teacher observation measures
- i. Performance-based assessments in core content areas
- j. Ratings of work in student portfolios
- k. Grade-level promotional rates, including reclassification rates
- l. Rates of referrals to special programs and services  
—Rates of attendance, participation, completion, and suspension
- m.
- ~~a. Criterion-referenced tests~~
  - ~~b. Grade point average (GPA) (see Exhibit M, page 12 for OCEAA's grading policy)~~
  - ~~c. Teacher observation measures/checklists using rubrics or other scoring schemes~~

- ~~d. Performance-based assessments in core content areas~~
- ~~e. Ratings of work in student portfolios~~
- ~~f. Grade-level promotional rates, including reclassification rates~~
- ~~g. Rates of referrals to special programs and services~~
- ~~h. Rates of attendance, participation, completion, and suspension~~

A system of classroom assessment portfolios maintained for each student provides an accessible record of student data in reading, writing, math, art and technology. Regular review of these classroom portfolios provides students with an opportunity for self-assessment and goal setting ~~in conjunction with our assessment calendar (see Table 3.5).~~

## Multiple Measures of Assessment

### K-2nd

<u>Spanish Language Arts/ELD</u>	<u>Writing</u>	<u>Math</u>
<ul style="list-style-type: none"> <li>○ <u>Spanish High Frequency Words (RESULTS)</u></li> <li>○ <u>DRA Spanish</u></li> <li>○ <u>BPST Spanish</u></li> <li>○ <u>Spanish STAR Reading Assessment (Accelerated Reader)</u></li> <li>○ <u>ADEPT</u></li> <li>○ <u>FLOSOM</u></li> </ul>	<ul style="list-style-type: none"> <li>○ <u>Beginning, middle and end of year Writing Prompt in Spanish scored using CCSS aligned 6 Traits rubric</u></li> </ul>	<ul style="list-style-type: none"> <li>○ <u>Quarterly CCSS aligned benchmark assessments on standards taught</u></li> </ul>

### 3rd-5th

<u>SLA/ELA/ELD</u>	<u>Writing</u>	<u>Math</u>
<ul style="list-style-type: none"> <li>○ <u>Spanish and English High Frequency Words (RESULTS)</u></li> <li>○ <u>DRA Spanish &amp; English</u></li> <li>○ <u>BPST Spanish &amp; English</u></li> <li>○ <u>Spanish &amp; English STAR Reading Assessment (Accelerated Reader)</u></li> <li>○ <u>ADEPT</u></li> <li>○ <u>FLOSOM</u></li> <li>○ <u>SBAC Interim Assessments (proposed for 2015)</u></li> </ul>	<ul style="list-style-type: none"> <li>○ <u>Beginning, middle and end of year Writing Prompts in Spanish and English scored using CCSS aligned 6 Traits rubric</u></li> <li>○ <u>SBAC Interim Assessments (proposed for 2015-16)</u></li> </ul>	<ul style="list-style-type: none"> <li>○ <u>Quarterly CCSS aligned benchmark assessments on standards taught</u></li> <li>○ <u>SBAC Interim Assessments (proposed for 2015-16)</u></li> </ul>

### 6th-8th

<u>SLA/ELA/ELD</u>	<u>Writing</u>	<u>Math</u>
<ul style="list-style-type: none"> <li>○ <u>Spanish &amp; English STAR Reading Assessment (Accelerated Reader)</u></li> <li>○ <u>ADEPT</u></li> <li>○ <u>FLOSON</u></li> <li>○ <u>Mid-year integrated reading and writing Performance Task</u></li> <li>○ <u>SBAC Interim Assessments (proposed for 2015)</u></li> </ul>	<ul style="list-style-type: none"> <li>○ <u>Beginning and end of year Writing Prompts in Spanish and English scored using CCSS aligned 6 Traits rubric</u></li> <li>○ <u>Mid-year integrated reading and writing Performance Task</u></li> <li>○ <u>SBAC Interim Assessments (proposed for 2015)</u></li> </ul>	<ul style="list-style-type: none"> <li>○ <u>Quarterly CCSS aligned benchmark assessments on standards taught</u></li> <li>○ <u>SBAC Interim Assessments (proposed for 2015-16)</u></li> <li>○ _____</li> </ul>

**Table 3.5 OCEAA's Assessment Calendar**

<b>Beginning of Year</b>	<b>End of Trimester 1</b>	<b>End of Trimester 2</b>	<b>End of Trimester 3</b>
Math Benchmark	Math Benchmark	Math Benchmark	Math Benchmark
Writing Benchmark	Writing Benchmark	Writing Benchmark	Writing Benchmark
Reading Assessments	Reading Assessments	Reading Assessments	Reading Assessments
Goal setting conferences	Data Conference	Data Conference for students in RTI process	Final report card
ADEPT**	ADEPT**	ADEPT**	ADEPT** FLOSEM for ELs and Spanish Learners in Two-Way Program
ELA Benchmark*	ELA Benchmark*	ELA Benchmark*	ELA Benchmark*
Art Assessment	Art Assessment	Art Assessment	Art Assessment
N/A	N/A	N/A	Technology Benchmark
N/A	N/A	N/A	Cultural Competency Assessment**

*\*=2009/10 Middle School Only, for 2010/11 All Students*

*\*\*=Implementation scheduled for 2009/10*

In core academic classes and including the arts and technology, scoring guides are provided to students as a scoring measure that is used to assess what students know and can do. The scoring guides define what students are expected to achieve and have a scale of degrees of accomplishment built into it. In addition, criterion-referenced tests, end-of-unit tests, performance-based assessments, homework completion and class participation form the basis of evaluating student performance and determining student grades.

In the arts, assessment of student work consists of portfolios, curriculum-embedded assessments, student performances (group or individual), and formal assessments (such as open-ended problems).





Assessments of subject matter areas such as mathematics, science, social science, language arts and other courses required for grade-level promotion are administered, whenever possible, to ELs in the language in which they are best able to demonstrate their knowledge of the subject matter.

Teachers review assessment data on an ongoing basis to identify general areas of needed improvement, modify curriculum and course content to meet those needs, gather new or additional instructional resources, and create new assessments to measure continued progress. The primary advantage of this longitudinal data is to be able to measure change and identify trends that impact student achievement and to use this information to make adjustments to the educational program provided to each individual student. By analyzing longitudinal data, OCEAA monitors the effect of various factors on individual student achievement. We also gage the overall effectiveness of individual teachers and grade level instructional programs by disaggregating the data. In addition, we monitor the progress of cohorts of students as they move through our TK-8 program to ensure preparedness for higher education.

### Use and Reporting of Data

#### ~~USE AND REPORTING OF DATA~~

OCEAA will compile and provide to the OCEAA Community, OCEAA Board and Santa Ana Unified School District Board of Education an annual performance report. This report will, at a minimum, include the following data: student achievement, governance and finances.

~~OCEAA and OCEAA's Board of Directors jointly develop the content, evaluation criteria, timelines and process for the annual performance report. OCEAA uses the information compiled in the performance audit to evaluate and improve upon its educational programming as necessary, including the School Accountability Report Card (SARC).~~

OCEAA and the District Board of Education will also jointly develop a site visitation process and protocol to enable the grantor to gather information needed to confirm OCEAA's performance and compliance with the terms of this charter. Pursuant to Education Code Section 47604.3 the Charter School promptly responds to all reasonable inquiries, including, but not limited to inquiries regarding its financial records from the District. OCEAA automatically submits all financial reports required under Education Code Section 47604.33 and 47605(m).

### Attendance

#### ~~ATTENDANCE~~

OCEAA strives, on average, to achieve at least 95% student attendance and will meet or exceed the minimum number of days and minutes required by the state (see Exhibit "I" for the Academic School Calendar and Bell Schedule)~~(see Exhibit N for 2009/10 school calendar and bell schedule and Exhibit I for the 2009/10 instructional minutes)~~. Over the past four year term, OCEAA's average attendance rate has consistently

exceeded the 95% target.

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## ELEMENT 4

Governing Law: The governance structure of the school, including, but not limited to, the process to be followed by the school to ensure parental involvement.

California Education Code Section 47605(b)(5)(D)

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#### **IV.—GOVERNANCE STRUCTURE (ELEMENT 4)**

*Governing Law: The governance structure of OCEAA, including, but not limited to, the process to be followed by OCEAA to ensure parental involvement—  
California Education Code Section 47605(b)(5)(D)*

~~While~~ OCEAA intends to collaborate with the District, the school operates as a separate legal entity, independent of the District. OCEAA is being operated as a duly constituted California nonprofit public benefit corporation, and is governed in accordance with applicable California Corporations Code Sections and its adopted bylaws which are consistent with the terms of this charter (attached as Exhibit “J”~~Θ~~). As provided for in the California Corporations Code, OCEAA is governed by its board of directors, whose members have a legal fiduciary responsibility for the well being of OCEAA.

Pursuant to Education Code Section 47604(c), the District in performing its oversight of the Charter School as required by Education Code Section 47604.32, is not liable for the debts and obligations of OCEAA or for claims arising from the performance of acts, errors, or omissions by the charter school or its employees, representatives, board members, officers, or agents.

#### **Non-Profit Board of Directors**

#### **NON-PROFIT BOARD OF DIRECTORS**

OCEAA is governed by a Board of Directors, ~~—~~made up of between seven (7) and nine (9) members, including any District appointee(s). The names and bios of the current Board members ~~are attached as Exhibit “K”~~P~~~~. ~~Future Board members shall be selected in~~ accordance with the corporate bylaws to represent parents, the arts community, educators, and the District. All Board members are selected with skills and experience to match their board responsibilities. ~~The District Board of Education may also appoint up to two Board appointees to serve on OCEAA’s Board of Directors.~~

The OCEAA Board meets on a regular basis, at least every other month, to advise OCEAA on the operations of OCEAA, staff, teachers, and students. Similarly, it advises on ~~curriculum, instruction, fundraising, and governance,~~ all ~~with the purpose~~ ~~of increasing student academic and artistic achievement.~~

The Board of Directors has a responsibility to solicit input from, and opinions of, the parents of OCEAA’s students regarding issues of significance and to weigh the input and opinions carefully before taking action. The primary method for executing their responsibility is the adoption of policies that offer guidance and interpretation of the charter and ~~procedures~~ ~~to assist the staff in facilitating the implementation of such policies~~ (see Exhibit “L”~~Q~~ for OCEAA’s organizational chart). ~~At the end of last year, through our family survey, we noticed that communication between families and the Board was an area of growth. This year, the Board has worked~~continues to work on to ~~soliciting parent engagement~~bridge this ~~communication gap~~ in a variety of ways including, but not limited to: attending school events,

participating in open communication forums, regular updates ~~through the~~ through the school  
newsletter school

~~newsletter~~ (The OCEAA Times), and being on campus to be available to parents. ~~We have noticed, though~~ These efforts have increased communication and dialogue within our community.

The Directors meet regularly and as needed and will be responsible for carrying out Board responsibilities including but not limited to the following:

- Hiring and evaluating the principal of OCEAA.
  - Approving and monitoring the implementation of general policies of OCEAA. These include effective human resource policies for career growth and compensation of the staff.
  - Developing and monitoring an operational business plan that focuses on student achievement and artistic development.
  - Approving and monitoring OCEAA's annual budget.
  - Acting as fiscal agent. This includes the receipt of funds for the operation of OCEAA in accordance with charter school laws and the receipt of grants and donations consistent with the mission of OCEAA.
  - Contracting and external auditor to produce an annual financial audit according to generally accepted accounting practices.
  - Establishing operational steering committees of parents, educators, and art professionals.
  - Regularly measuring progress of both student and staff performance.
  - Involving parents and the community in the support of School programs.
  - Executing all other responsibilities provided for in the California Corporations Code.
  - Developing, reviewing, or revising OCEAA's accountability and mission.
  - Developing OCEAA's calendar and schedule of Board meetings.
  - Developing Board policies and procedures.
  - Reviewing requests for out of state or overnight field trips.
  - Participating in dispute resolution procedures and complaint procedures when necessary.
  - Approving charter amendments.
  - Approving annual fiscal and performance audits.
  - Approving personnel discipline (suspensions or dismissals) as needed.
  - Appointing an administrative panel to act as a hearing body and take action on recommended student expulsions.
  - Hiring, supervising, evaluating and if necessary, terminating of OCEAA Officers and administration.
  - Creating external or sub-committees as needed, including but not limited to, compensation committee and an audit committee.
- ~~• Hiring and evaluating the principal of OCEAA.~~
- ~~• Approving and monitoring the implementation of general policies of OCEAA. These include effective human resource policies for career growth and compensation of the staff.~~
- ~~• Developing and monitoring an operational business plan that focuses on student achievement and artistic development.~~

- ~~Approving and monitoring OCEAA's annual budget.~~
- ~~Acting as fiscal agent. This includes the receipt of funds for the operation of OCEAA in accordance with charter school laws and the receipt of grants and donations consistent with the mission of OCEAA.~~
- ~~Contracting an external auditor to produce an annual financial audit according to generally accepted accounting practices.~~
- ~~Establishing operational steering committees of parents, educators, and art professionals.~~
- ~~Regularly measuring progress of both student and staff performance.~~
- ~~Involving parents and the community in the support of School programs.~~
- ~~Executing all other responsibilities provided for in the California Corporations Code.~~
- ~~Developing, reviewing, or revising OCEAA's accountability and mission.~~
- ~~Developing OCEAA's calendar and schedule of Board meetings.~~
- ~~Developing Board policies and procedures.~~
- ~~Reviewing requests for out of state or overnight field trips.~~
- ~~Participating in dispute resolution procedures and complaint procedures when necessary.~~
- ~~Approving charter amendments.~~
- ~~Approving annual fiscal and performance audits.~~
- ~~Approving personnel discipline (suspensions or dismissals) as needed.~~
- ~~Appointing an administrative panel to act as a hearing body and take action on recommended student expulsions.~~
- ~~Hiring, supervising, evaluating and if necessary, terminating of OCEAA Officers and administration.~~
- ~~Creating external or sub-committees as needed, including but not limited to, compensation committee and an audit committee.~~

The Board may execute any powers delegated by law to it and shall discharge any duty imposed by law upon it and may delegate to an employee of OCEAA any of those duties. The Board however, retains ultimate responsibility over the performance of those powers or duties so delegated. Such delegation will:

- Be in writing
- Specify the

- ~~• Be in writing;~~
- ~~• Specify the entity designated;~~
- ~~• Describe in specific terms the authority of the Board being delegated, any conditions on the delegated authority or its exercise and the beginning and ending dates of the delegation; and~~
- ~~• Require an affirmative vote of a majority of Board members.~~

### **Principal**

- ~~• Describe in specific terms the authority of the Board being delegated, any conditions on the delegated authority or its exercise and the beginning and ending dates of the delegation; and~~
- ~~• Require an affirmative vote of a majority of Board members.~~

### **PRINCIPAL**

~~The~~The Principal of the Charter School is to the Board what the Superintendent is to the District Board of Education.

The responsibilities of the Principal include but are not limited to the following:

- ~~• Attend District Administrative meetings as necessary and stay in direct contact with District regarding changes, progress, etc.~~
- ~~• Develop Board meeting agenda in conjunction with the Board secretary in compliance with the Brown act.~~
- ~~• Supervise, either directly or through subordinates, all employees of OCEAA.~~
- ~~• Provide timely performance evaluations of all school employees at least annually.~~
- ~~• Propose policies for adoption by the Board.~~
- ~~• Provide comments and recommendations regarding policies presented by others to the board.~~
- ~~• Communicate with School legal counsel.~~
- ~~• Stay abreast of school laws and regulations.~~
- ~~• Approve all purchase orders, pay warrants, and requisitions and, upon approval, forward on for processing.~~
- ~~• Participate in the dispute resolution procedure and the complaint procedure when necessary.~~
- ~~• Oversee Grant writing.~~
- ~~• Establish and execute enrollment procedures.~~
- ~~• Attend meetings with the Chief Financial Officer of the District on fiscal oversight issues as necessary.~~
- ~~• Provide all necessary financial reports as required for proper ADA reporting.~~
- ~~• Make budget line item revisions when necessary and report changes regularly to the Board.~~
- ~~• Develop and administer the budget in accordance with generally accepted accounting~~



principles.

- Present a quarterly financial report to the Board.
- Present regular student achievement updates to the Board.
- Provide assistance and coordination to the Faculty in the development of curriculum.
- Oversee parent/student/teacher relations.
- Attend or send designee to IEP meetings when necessary.
- Supervise student disciplinary matters.
- Coordinate

- ~~Attend District Administrative meetings as necessary and stay in direct contact with District regarding changes, progress, etc.~~
- ~~Develop Board meeting agenda in conjunction with the Board secretary in compliance with the Brown act.~~
- ~~Supervise, either directly or through subordinates, all employees of OCEAA.~~
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- ~~Provide all necessary financial reports as required for proper ADA reporting.~~
- ~~Make budget line item revisions when necessary and report changes regularly to the Board.~~
- ~~Develop and administer the budget in accordance with generally accepted accounting principles.~~
- ~~Present a quarterly financial report to the Board.~~
- ~~Present regular student achievement updates to the Board.~~
- ~~Provide assistance and coordination to the Faculty in the development of curriculum.~~
- ~~Oversee parent/student/teacher relations.~~
- ~~Attend or send designee to IEP meetings when necessary.~~
- ~~Supervise student disciplinary matters.~~

- ~~•~~ Coordinate the administration of Standardized Testing.
- Plan and coordinate student orientation.
- Attend all Board meetings and attendance as necessary at District Board of Education meetings as the charter representative.
- Oversee site safety.
- Foster an amicable relationship between the District and School and facilitate a sharing of resources between both entities.
- Establish a Communication Model to facilitate communication among all the groups within OCEAA, between OCEAA and the District, and between OCEAA and the community at large.
- Establish procedures designed to carry out Board policies.
- Create and appoint committees to assist in the execution of certain planning and administrative functions (known as Officer appointed committees).
- Oversee Master Calendar.
- Manage communications between the District Board and the Board of the Charter School.
- Develop OCEAA annual performance audit.
- Present performance audit to the Board of the Charter School and after review by OCEAA Board present audit to the District Board of Education and the County Superintendent of Schools, the State Controller and the California Department of Education.
- ~~•~~ Facilitate open house events.
- ~~•~~
- ~~•~~ Plan and coordinate student orientation.
- ~~•~~ Attend all Board meetings and attendance as necessary at District Board of Education meetings as the charter representative.
- ~~•~~ Oversee site safety.
- ~~•~~ Foster an amicable relationship between the District and School and facilitate a sharing of resources between both entities.
- ~~•~~ Establish a Communication Model to facilitate communication among all the groups within OCEAA, between OCEAA and the District, and between OCEAA and the community at large.
- ~~•~~ Establish procedures designed to carry out Board policies.
- ~~•~~ Create and appoint committees to assist in the execution of certain planning and administrative functions (known as Officer appointed committees).
- ~~•~~ Oversee Master Calendar.
- ~~•~~ Manage communications between the District Board and the Board of the Charter School.
- ~~•~~ Develop OCEAA annual performance audit.
- ~~•~~ Present performance audit to the Board of the Charter School and after review by OCEAA Board present audit to the District Board of Education and the County Superintendent of Schools, the State Controller and the California Department of Education.
- ~~•~~ Facilitate open house events.

The above duties may be delegated or contracted as approved by the Board to a business administrator of OCEAA or other employee, a parent volunteer (only in accordance with student and teacher confidentiality rights) or to a third party provider (only in accordance with student and teacher confidentiality rights) as allowed by law.

### Parent Involvement

#### **PARENT INVOLVEMENT**

OCEAA has an active parent committee, Families Supporting OCEAA (FSO) comprised of school staff, parents and guardians, which acts in an advisory capacity to OCEAA's Board. The ~~FSO is governed by~~ bylaws ~~adopted by the parents involved in~~ the committee. Meetings are held throughout the year allowing parents to understand how a Charter School operates, how it provides an educational service and how it is accountable to the community. The FSO serves as a venue to facilitate open and ongoing communication between the school staff and home.

OCEAA promotes parent involvement on a variety of levels, from volunteering at school events to working side-by-side with staff in developing policy and procedures. Parents are encouraged to be advocates for their child's education through our monthly meetings with administration, parent conferences, Board meetings, parent education workshops, weekly assemblies, and our open door policy. In addition, OCEAA annually seeks feedback from parents through surveys, which OCEAA then uses to refine and improve the instructional program and services provided to our students and their families.

To encourage additional parent involvement, OCEAA ~~requires-recommends~~that a minimum of ~~threenumber of~~ volunteer hours ~~, per trimester,~~ per child be completed. It is our goal that these ~~three~~-hours entice our parents to deeper levels of involvement at the school in advocacy role.

## School-Site Decision Making

### ~~SCHOOL-SITE DECISION MAKING~~

OCEAA includes staff, students, parents and other stakeholders in the decision making process. Several committees support this inclusive process.

- Instructional Leadership Team (ILT) works collaboratively to make school-wide decisions related to curriculum, instruction, and academic priorities. This committee includes teachers and administration.
- Student Leadership Team (SLT) promotes educational and recreational opportunities for students and staff. They are lead by staff and there is an elected student board.
- Budget Committee oversees the school's budget and seeks input from teachers, support staff, parents, administration and the Board.
- FSO works collaboratively with students, teachers, administration, parents and community organizations to support educational goals and enrich the educational program.
- Wellness Committee is a group of students, teachers, support staff and parents who promote healthy life-styles and choices.
- Arts Committee works to develop partnerships with community organizations to support and advocate for arts education. Arts coordinators, teachers, administration, and parents participate in this committee.
- Technology Committee promotes the use and integration of technology to support the educational goals and includes the technology coordinator, teachers, support staff and parents.
- RTI Committee supports struggling students through the development of a school-wide intervention plan based on the three tier levels of support.

### Conflict of Interest

- ~~Instructional Leadership Team (ILT) works collaboratively to make school-wide decisions related to curriculum, instruction and academic priorities. This committee includes teachers, support staff and administration.~~
- ~~Student Leadership Team (SLT) promotes educational and recreational opportunities for students and staff. They are lead by staff and there is an elected student board.~~
- ~~Budget Committee oversees the school's budget and seeks input from teachers, support staff, parents, administration and the Board.~~
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program.

- ~~Wellness Committee is a group of students, teachers, support staff and parents who promote healthy life styles and choices.~~
- ~~Arts Committee works to develop partnerships with community organizations to support and advocate for arts education. Arts coordinators, teachers, administration and parents participate in this committee.~~
- ~~Technology Committee promotes the use and integration of technology to support the educational goals and includes the technology coordinator, teachers, support staff and parents.~~
- ~~RTI Committee supports struggling students through the development of a school-wide intervention plan based on the three tier levels of support.~~

### **CONFLICT OF INTEREST**

The Board may initiate and carry on any program or activity or may otherwise act in any manner which is not in conflict with or inconsistent with or preempted by any law and which is not in conflict with the purposes for which schools are established.

A Board member cannot vote or participate in a discussion relating to a matter in which he/she has a personal financial interest. All officers, employees, and members of the OCEAA governing board shall comply with the Political Reform Act of 1974 (Gov. Code Section 87100 et seq., the "PRA") and any attendant regulations as they may be amended from time to time, and all conflict of interest laws and prohibitions applicable to California non-profit corporations and/or California charter schools. ~~Please see Exhibit "C".~~

As required, the Conflicts Code will be submitted to the County Board of Supervisors for approval.

~~Theoval.~~

The Charter School Board of Directors will attend an annual in-service for the purposes of training individual board members on their responsibilities with topics to include at minimum Conflicts of Interest, and the Brown Act.

### Brown Act

### ~~BROWN ACT~~

OCEAA and its governing board shall comply with the Ralph M. Brown Act as set forth in California Government Codes Section 54950 *et seq.* and any attendant regulations as they may be amended from time to time.

### Policies

### ~~POLICIES~~

OCEAA maintains policies and procedures pertinent to its operation, which shall be subject to review and comments by the District. Should the provisions of this Charter conflict with the Articles of Incorporation, Bylaws, policies, or practices of the School or the corporation, the provisions of this Charter shall prevail. OCEAA shall provide written notice to the District of any revisions to the Articles of Incorporation and/or Bylaws within three (3) business days of the adoption of such revision.

### District Collaboration

### ~~DISTRICT COLLABORATION~~

OCEAA is fortunate to count on the support of the District. TThe Principal attends should attend District Principals' Meetings if allowed, in order to continue to develop leadership skills. In the past District staff has provided valuable feedback and suggestions on how to improve our instructional program for our students. Through annual site visits and meetings with District staff, we have dramatically improved the services provided to our Special Education students. The District staff's recommendations on tools for progress monitoring (i.e. *DIBELS*), benchmark assessments, instructional programs (i.e. *MIND Research Institute*) and increasing instructional rigor are beinghave been implemented and have contributed to the success of our students. It is OCEAA's goal to maintain this collaborative effort to continue to benefit all of our students.



## ELEMENT 5

*Governing Law: The qualifications to be met by individuals to be employed by the school.*

*California                      Education                      Code                      Section                      47605(b)(5)*



## ~~V. HUMAN RESOURCES (ELEMENTS 5, 6, 11, 13, 15)~~

### ~~QUALIFICATIONS OF SCHOOL EMPLOYEES~~

*~~Governing Law: The qualifications to be met by individuals to be employed by the School—California Education Code Section 47605(b)(5)(E)~~*

#### ~~Teachers~~

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#### Teachers

OCEAA adheres to Education Code Section 47605(l), all California Commission on Teacher (CTC) Credentialing requirements, and the No Child Left Behind Act in the hiring of all faculties for the Charter School.

Teachers for core classes must be “highly qualified” as defined by the No Child Left Behind Act, and must hold appropriate California teaching certificates, permits, or other documents equivalent to that which a teacher in other schools would be required to hold pursuant to Education Code Section 47605(l). A copy of each teacher’s teaching credential is kept on file at the school site and is submitted to the District annually through the CBEDS/CALPADS reporting and additionally can be accessed through the California Commission on the Teacher Credentialing web page. **A list of faculty qualifications can be seen in Exhibit R.**

In the event that OCEAA seeks to utilize the flexibility provided in Education Code Section 47605(l), for non-core, non-college/non-preparatory teachers, it will notify the district and seek the district’s agreement as to the qualifications of the course as “non-core” or “non-college/non-preparatory.”

#### Non-Instruction

#### Non-Instruction

All non-instructional staff such as business manager, community outreach specialist, nutrition services director, food services accountant, instructional assistant, nurse, health clerk, data base coordinator, web-site coordinator, technology coordinator, activities coordinator, attendance clerk, receptionist, custodian and noontime supervisor personnel must possess experience and expertise appropriate for their position.

#### Administrators

#### Administrators

The Principal and Vice Principal of OCEAA hold ~~or are in the process of acquiring~~ a valid California Administrative Services Credentials and have ~~at least three~~ years of experience working in an elementary and/or middle school setting. They are fluent in English and Spanish and have experience working in schools with large populations of English language learners. They have a strong commitment to student achievement through the arts, technology, language and culture. ~~They are responsible~~ for implementing all the legal and administrative responsibilities of OCEAA as well as serving as instructional leaders. They are exemplary communicators both in person and in written ~~in~~

~~written~~ communications and possess the organizational and interpersonal skills necessary to run a TK-8<sup>th</sup> grade school.

The Administrative positions may evolve as needed to meet the administrative needs of OCEAA (e.g. one Principal and one or more subject specific Assistant Administrators).

### Overall Qualifications of Staff

### Overall Qualifications of Staff

OCEAA staff includes educators and support staff who seek to provide a high-quality education for our students. They share a strong desire and commitment to academic achievement through the arts, technology, language and culture ~~(see attached job descriptions Exhibit S)~~.

OCEAA ~~has a rigorous and collaborative selection process that includes~~ students, teachers, support staff, administration and parents. The process generally includes:

1. Positions advertised to the public
2. Paper screening of candidate qualifications
3. Phone interview
4. Initial interview
5. Second interview to include lesson demonstration (if appropriate)
6. Reference check
7. Live Scan and TB clearance
8. Credential (if appropriate) and document verification
9. Other requirements as needed

### Salaries and Benefits

OCEAA strives to maintain competitive salaries and benefit packages to retain highly qualified staff. Full health benefits are offered to full time employees.

### Performance Assessment

Each OCEAA staff member receives a mid-year and end-of-year performance assessment annually by his/her supervisor. The goal of these assessments is to provide feedback and assist the employee in growing or improving professionally. The criteria used for OCEAA's staff members in their evaluations include, but are not limited to:

1. Job Descriptions specific to the position
2. California Standards for the Teaching Profession (when applicable)
3. Professional Learning Plan Goals (when applicable)
4. California Professional Standards for Educational Leaders (when applicable)
5. Feedback from colleagues/students/families (when applicable)
6. Overall effectiveness

1. ~~Positions advertised to the public.~~
  2. ~~Paper screening of candidate qualifications.~~
  3. ~~Phone interview.~~
  4. ~~Initial interview.~~
  5. ~~Second interview to include lesson demonstration (if appropriate).~~
  6. ~~Reference check.~~
  7. ~~Live Scan and TB clearance.~~
  8. ~~Credential (if appropriate) and document verification.~~
  9. ~~Other requirements as needed.~~
-

## ELEMENT 6

*Governing Law: The procedures that the school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the school furnish the school with a criminal record summary as described in Section 44237.*

*California Education Code Section 47605(b)(5)(F)*

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Procedures for Background Checks

~~Procedures For Background Checks~~

OCEAA complies with the provisions of Education Code Section 44237 and 45125.1 regarding the fingerprinting and background clearance of employees, contractors and volunteers prior to employment and/or any one-on-one contact with pupils of the school. The Principal of OCEAA monitors compliance with this policy and reports to the Board of Directors on an annual basis or upon request of the District.

### Role of Staff as Mandated Child Abuse Reporters

### ~~Role Of Staff As Mandated Child Abuse Reporters~~

All classified and certificated staff are mandated child abuse reporters and will follow all applicable reporting laws, the same policies and procedures used by the District.

### TB Testing

### ~~TB Testing~~

OCEAA follows the requirement of Education Code Section 49406 in requiring tuberculosis testing of all employees.

### Immunizations

### ~~Immunizations~~

OCEA adheres to all law related to legally required immunizations for entering students pursuant to Health and Safety Code Section 120325-120375, and Title 17, California Code of Regulations Section 6000-6075.

### Medication in School

### ~~Medication in School~~

OCEAA adheres to Education Code Section 49423 regarding administration of medication in school.

### Vision/Hearing/Scoliosis

### ~~Vision/Hearing/Scoliosis~~

OCEAA adheres to Education Code Section 49450 et. seq. as applicable to the grade levels served by the school.

## Diabetes

The Charter School will provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet shall include, but shall not be limited to, all of the following:

1. A description of type 2 diabetes.
2. A description of the risk factors and warning signs associated with type 2 diabetes.
3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
4. A description of treatments and prevention of methods of type 2 diabetes.
5. A description of the different types of diabetes screening tests available.

## School Facilities

### School Facilities

OCEAA frequently assesses the safety of the school site using the state, county and city guidelines. Regular preventative maintenance is performed to ensure the structural integrity of our building and equipment.

OCEAA maintains a safe school plan that is reviewed on an annual basis. This plan ensures that all of our auxiliary services (food services, transportation, custodial services, hazardous waste, etc.) are safe.

## Emergency Preparedness

### Emergency Preparedness

OCEAA adheres to an Emergency Preparedness Handbook drafted specifically to the needs of OCEAA site.— This handbook includes responses to the following situations: fire, flood, earthquake, terrorist threats, and hostage situations.

### Blood borne Pathogens

#### ~~Blood borne Pathogens~~

OCEAA meets state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the workplace. The Board has established a written “Exposure Control Plan” designed to protect employees from possible infection due to contact with blood borne viruses, including human immunodeficiency virus (HIV) and hepatitis B virus (HBV).

Whenever exposed to blood or other body fluids through injury or accident, students and staff should follow the latest medical protocol for disinfecting procedures.

### Drug-, Alcohol-, and Smoke-Free Environment

The Charter School shall function as a drug-, alcohol-, and smoke-free environment.

#### ~~Drug Free/Smoke Free Environment~~

OCEAA maintains a drug and alcohol and smoke free environment.

#### ~~Procedures~~

#### Procedures

OCEAA has adopted and maintains procedures detailed in the Employee Handbook to implement the policy statements listed above. This includes due process for employees and complaint procedures.

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## ELEMENT 7

Governing Law: The procedures that the school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the school furnish the school with a criminal record summary as described in Section 44237.

California Education Code Section 47605(b)(5)(F)

OCEAA considers pupils for admission without regard to the characteristics listed in Section 220 (actual or perceived disability, gender, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics), fluency in English, or parent income/educational level. OCEAA strives, through recruiting, to achieve a racial and ethnic balance of students that reflects the general population of the District (see Table 6.1). OCEAA rigorously recruits students in impacted areas and provides assistance to families in completing and returning registration applications.

**Student Demographics (Source: CDE DataQuest 2013-14 Enrollment)**

	<u>Hispanic or Latino</u>	<u>American Indian or Alaska Native</u>	<u>Asian</u>	<u>Pacific Islander</u>	<u>Filipino</u>	<u>African America</u>	<u>White</u>	<u>Two or More Races</u>	<u>Not Reported</u>
<u>OCEAA</u>	<u>85.6%</u>	<u>0.1%</u>	<u>0.7%</u>	<u>0.0%</u>	<u>0.0%</u>	<u>1.2%</u>	<u>4.9%</u>	<u>0.0%</u>	<u>7.2%</u>
<u>SAUSD</u>	<u>90.7%</u>	<u>0.1%</u>	<u>2.6%</u>	<u>0.1%</u>	<u>0.3%</u>	<u>0.3%</u>	<u>2.7%</u>	<u>0.6%</u>	<u>0.7%</u>

**Table 6.1 Student Demographics**

<u>Demographics</u>	<u>African-American</u>	<u>Asian</u>	<u>Hispanic or Latino</u>	<u>White</u>
<u>OCEAA</u>	<u>4%</u>	<u>1%</u>	<u>86%</u>	<u>9%</u>
<u>SAUSD</u>	<u>1%</u>	<u>3%</u>	<u>95%</u>	<u>2%</u>

OCEAA's Outreach Plan includes a marketing plan which details significant outreach activities in Spanish language media, and other language media as needed, including newspaper and television. The marketing plan also includes the preparation and distribution of recruiting materials in English and Spanish. OCEAA will develop applications in other languages, as needed.

The Outreach Plan schedules dates, times, and locations of open houses, informational meetings, and other activities in a manner which insures, to the extent possible, that all interested families are able to attend.

OCEAA aims to enhance the instructional program and outreach through partnerships with the Orange County High School of the Arts, the Pacific Symphony, the Orange

County Museum of Art, The Wooden Floor (Saint Joseph's Ballet), El Centro Cultural de Mexico, Mexican Consulate, Santa Ana Arts Council, Santa Ana Arts organizations, Orange County Performing Arts Center, as well as regional colleges and universities such as California State University, Fullerton, Santa Ana College, Chapman University and the University of California, Irvine.

OCEAA provides an annual report of student enrollment indicating the racial and ethnic mix of students and the percentage of students from the District and steps taken to ensure a racial and ethnic balance as described herein. The annual report disaggregates racial and ethnic class, free and reduced lunch participation percentage, English Learners, and includes the percentage versus total of those who applied and those who were admitted.

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## ELEMENT 8

Governing Law: Admission requirements, if applicable.

California Education Code Section 47605(b)(5)(H)

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OCEAA admits all pupils who wish to attend OCEAA up to capacity. No test or assessment is administered to students prior to acceptance and enrollment into OCEAA. However, OCEAA may determine that a pupil is ineligible to return the following school year if the pupil fails to comply with requirements and policies stated in the OCEAA School-Family Handbook.

Pupils are considered for admissions without regard to the characteristics listed in Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics), fluency in English, or parent income/educational level.

The application process is comprised of the following:

- Parent attendance at a school orientation meeting
- Completion of a student enrollment form
- Parent signature of Home-School Contract
- Proof of Immunization
- Home Language Survey
- Completion of Emergency Medical Information Form
- Proof of minimum age requirements, e.g. birth certificate

Applications are accepted during an open enrollment period from March 1st to March 15th for enrollment in the following school year. Following the open enrollment period each year, applications are counted to determine whether any grade level has received more applications than availability. In this event, OCEAA holds a public random drawing to determine enrollment for the impacted grade level(s), with the exception of existing students who are guaranteed enrollment for the following school year.

- ~~• Parent attendance at a school orientation meeting~~
- ~~• Completion of a student enrollment form~~
- ~~• Parent signature of Home-School Contract~~
- ~~• Proof of Immunization~~
- ~~• Home Language Survey~~
- ~~• Completion of Emergency Medical Information Form~~
- ~~• Proof of minimum age requirements, e.g. birth certificate~~

~~Applications are accepted during an open enrollment period from March 1<sup>st</sup> to March 15<sup>th</sup> for~~

~~enrollment in the following school year. Following the open enrollment period each year, applications are counted to determine whether any grade level has received more applications than availability. In this event, OCEAA holds a public random drawing to determine enrollment for the impacted grade level(s), with the exception of existing students who are guaranteed enrollment for the following school year.~~

Enrollment priority in the case of a public random drawing is allowed in the following priority order:

1. Siblings of currently enrolled students
2. Children of OCEAA employees
3. All other applicants

~~1. Siblings of currently enrolled students~~

~~2. Children of OCEAA employees~~

3. All other applicants

At the conclusion of the lottery, all students who were not granted admission due to capacity are given the option to put their name on a wait list according to their draw in the lottery. This wait list (see Exhibit U) will allow students the option of enrollment in the case of an opening during the school year.

In no circumstance does a wait list carry over to the following school year.

## ELEMENT 9

Governing Law: The manner in which annual, independent, financial audits shall be conducted, which shall employ general accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority.

California Education Code Section 47605(b)(5)(I)

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OCEAA facilitates an annual independent audit of OCEAA's financial affairs. The Board selects and oversees an auditor with, at a minimum, a CPA and educational institution audit experience and approved by the State Controller on its published list as an educational audit provider.

The audit verifies the accuracy of OCEAA's financial statements, attendance and enrollment accounting practices, and reviews OCEAA's internal controls. The audit is conducted in accordance with generally accepted accounting principles applicable to OCEAA. The annual audit is completed four months after the close of the fiscal year and a copy of the auditor's findings is forwarded to the District, the County Superintendent of Schools, the State Controller and to the CDE by December 15<sup>th</sup> each year. OCEAA's Principal along with an audit committee reviews any audit exceptions or deficiencies and reports to OCEAA Board with recommendations on how to resolve them. OCEAA Board submits a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District. Any disputes regarding the resolution of audit exceptions and deficiencies are referred to the dispute resolution process contained in this Charter.

In the case that OCEAA either does not pay for or have an independent audit completed within one month of the applicable timelines, the District, may, at its option pay for an audit to be completed and subtract such payment from any funds due to the Charter School.

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## ELEMENT 10

Governing Law: The procedures by which pupils can be suspended or expelled.

California Education Code Section 47605(b)(5)(J)

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This Pupil Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well being of all students at OCEAA. When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction.

School faculty and support staff co-created the school wide discipline policies and procedures and annually convene to review and update the policies. As part of the review process, input from parents via the FSO is solicited and included as deemed necessary. School staff enforce disciplinary rules and procedures fairly and consistently amongst all students. The Principal ensures that this Policy and its Procedures are distributed and accessible to parents on the school's web site as part of the Family School Handbook and clearly describe discipline expectations. Notice is given that this Policy and Administrative Procedures are also available on request at the Principal's office. Parents/Guardians and students sign in agreement to uphold the school's discipline policies and procedures as part of the annual enrollment process.

Discipline includes but is not limited to advising and counseling students, conferring with parents/guardians, detention during and after school hours, the use of alternative educational environments, suspension and expulsion.

Corporal punishment is not used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

Suspended or expelled students are excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom OCEAA has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities in Education Improvement Act (IDEIA), or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 (Section 504), is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education students except when federal and state law mandates additional or different procedures. OCEAA follows Section 504 of the Rehabilitation Act and Individuals with Disabilities in Education Improvement Act (IDEIA) when imposing any form of discipline on a student identified as an individual with disabilities or for whom OCEAA has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students. OCEAA shall continue to coordinate and communicate with the District any

discipline of a student with a disability under the IDEIA or who is suspected of having a disability under the IDEIA.

A. Definitions (as used in this policy):

1. "Board" means governing body of the Charter School
2. "Expulsion" means dis-enrollment from the Charter School
3. "School day" means a day upon which the Charter School is in session or weekdays during the summer recess.
4. "Suspension" means removal of a pupil from ongoing instruction for adjustment purposes. However, "suspension" does not mean the following:
  - a. Reassignment to another education program or class at the charter school where the pupil will receive continuing instruction for the length of day prescribed by the Charter School Board for pupils of the same grade level
  - b. Referral to a certificated employee designated by the Principal to advise pupils.
  - c. Removal from the class but without reassignment to another class for the remainder of the class period without sending the pupil to the Principal or designee.
  - d. "Pupil" includes a pupil's parent or guardian or legal counsel or other representative.
  - e. "School" means the Charter School.

B. Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at OCEAA, at any other school or a School sponsored event at anytime including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off OCEAA campus; d) during, going to, or coming from a school-sponsored activity.

C. Enumerated Offenses

Students may be suspended or expelled for any of the following acts when it is determined the pupil:

1. Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force of violence upon the person of another, except self-defense.



2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Principal/Administrator of designee's concurrence.
3. Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant
5. Committed or attempted to commit robbery or extortion.
6. Caused or attempted to cause damage to school property or private property.
7. Stole or attempted to steal school property or private property.
8. Possessed or used tobacco or any products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel.
9. Committed an obscene act or engaged in habitual profanity or vulgarity.
10. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5.
11. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.
12. Knowingly received stolen school property or private property.
13. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
14. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code 243.4.

15. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
16. Made terrorist threats against school officials and/or school property.
17. Committed sexual harassment.
18. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
19. Intentionally harassed, threatened, or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment.
20. Failure to comply with the requirements and policies stated in the OCEAA School-Family Handbook.

The above list is not exhaustive and, depending upon the offense, a pupil may be suspended or expelled for misconduct not specified above.

Alternatives to suspension or expulsion will first be attempted with students who are truant, tardy, or otherwise absent from assigned school activities.

#### D. Suspension Procedure

Suspensions are initiated according to the following procedures:

##### 1. Informal Conference

Suspensions are preceded, if possible, by an informal conference conducted by the Principal or the Principal's designee with the student and his or her parent and, whenever practicable, the teacher, supervisor or school employee who referred the student to the Principal. The conference may be omitted if the Principal or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student are notified of the student's right to return to school for the purpose of a conference.

At the conference, the pupil is informed of the reason for the disciplinary action and the evidence against him or her and is given the opportunity to present his or her version and evidence in his or her defense.

This conference is held within two school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization.

No penalties are imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with school officials. Reinstatement of the suspended pupil is not contingent upon attendance by the pupil's parent or guardian at the conference.

## 2. Notice to Parents/Guardians

At the time of the suspension, a School employee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension. This notice states the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

## 3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, do not exceed five (5) consecutive school days per suspension. If the pupil is recommended for expulsion, the suspension shall extend through the 10- day opportunity to appeal period. If the expulsion is appealed, the pupil and the pupil's guardian or representative are invited to a conference to determine if the suspension for the pupil should be extended pending an appeal hearing. This determination will be made by the Principal upon either of the following determinations: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an appeal hearing.

## E. Authority to Expel

A student may be expelled either by the Principal, or if appealed, by the OCEAA Board following an impartial hearing before an Administrative Panel (the "Expulsion Hearing Panel" or "Panel") appointed by the OCEAA Board as needed. The Panel should consist of at least three members. The Panel may recommend expulsion, recommend no expulsion, or recommend other non- expulsion disciplinary measures.

## F. Expulsion Procedures

The steps in the expulsion procedure are as follows:

1. The Principal may recommend expulsion of a pupil and shall give notice to the parent or guardian.
2. The parent or guardian shall have ten days from that notice to appeal the Principal's recommendation for expulsion. If the parent or guardian does not appeal the expulsion recommendation in a timely manner, the expulsion becomes final and the pupil is expelled.
3. If appealed, an impartial Expulsion Hearing Panel shall hear the appeal and any evidence presented, and shall issue a report and recommendation to the OCEAA Board.
4. The OCEAA Board shall consider the report and recommendation in closed session, and shall make the final determination on the expulsion appeal.

Unless postponed for good cause, the appeal hearing shall be held within thirty (30) school days after the Principal determines that the Pupil has committed an expellable offense and recommends expulsion.

The expulsion appeal hearing is presided over by the chair of the Expulsion Hearing Panel.

Written notice of the appeal hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it is deemed served upon the pupil. The notice shall include:

1. The date and location of the appeal hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed is based;
3. A copy of OCEAA's disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the School to any other school district or school to which the student seeks enrollment;
5. Notification of the opportunity for the student or the student's parent/guardian to appear in person or to be represented by counsel or an advocate, and to present evidence;
6. Notification of the of the right to inspect and obtain copies of all documents to be used at the hearing;

7. Notification of the of the opportunity to confront and question all witnesses who testify at the hearing;
8. Notification of the of the opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

#### G. Record of Appeal Hearing

A record of the appeal hearing shall be made and may be maintained by any means, including electronic recording, as long as reasonably accurate. The record shall be made by the chair of the Panel or her/his designee.

#### H. Presentation of Evidence

While formal rules of evidence do not apply to appeal hearings, evidence is admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Panel to expel must be supported by substantial evidence that the student committed an expellable offense.

The Panel's report, recommendation, and findings of fact are based solely on the evidence presented at the hearing. While hearsay evidence is admissible, no decision to expel may be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

The decision of the Panel shall be in the form of a written recommendation to the OCEAA Board who will make a final determination regarding the expulsion. The final decision by the OCEAA Board shall be made within ten (10) school days following the conclusion of the hearing, or at its next regularly-scheduled meeting. The OCEAA Board may from time to time adopt policies that modify the appeal hearing process, so long as the final expulsion determination is made by the Board.

#### I. Written Notice to Expel

The Principal, after close of the ten-day appeal period or, if appealed, following a decision of the OCEAA Board to expel, shall send a written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

1. Notice of the specific offense committed by the student
2. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with OCEAA.

The Principal shall send written notice of the decision to expel to the Student's School District of residence, and the Santa Ana School District. This notice includes the

following:

1. The student's name
2. The specific expellable offense committed by the student

Additionally, in accordance with Education Code Section 47605(d)(3), upon expulsion of any student, the Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information.

#### J. Disciplinary Records

OCEAA maintains records of all student suspensions and expulsions at the school. Such records shall be made available to the District upon request.

#### K. No Further Right to Appeal

The pupil shall have no further right of appeal from expulsion from OCEAA as the Board's decision to expel shall be final.

#### L. Expelled Pupils/Alternative Education

Pupils who are expelled are responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence.

#### M. Rehabilitation Plans

Students who are expelled from OCEAA are given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to OCEAA for readmission.

#### N. Readmission

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school is the sole discretion of the Board following a meeting with the Principal and the pupil and guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to OCEAA environment. The Principal shall make a recommendation to the Board following the meeting regarding his or her determination. The pupil's readmission is also contingent upon the school's capacity at the time the student seeks readmission.

## ELEMENT 11

Governing Law: The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.

California Education Code Section 47605(b)(5)(K)

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This Pupil Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well being of all students at OCEAA. When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction.

School faculty and support staff co-created the school-wide discipline policies and procedures and annually convene to review and update the policies. As part of the review process, input from parents via the FSO is solicited and included as deemed necessary. School staff enforce disciplinary rules and procedures fairly and consistently amongst all students. The Principal ensures that this Policy and its Procedures are distributed and accessible to parents on the school's web site as part of the Family School Handbook and clearly describe discipline expectations. Notice is given that this Policy and Administrative Procedures are also available on request at the Principal's office. Parents/Guardians and students sign in agreement to uphold the school's discipline policies and procedures as part of the annual enrollment process.

Discipline includes but is not limited to advising and counseling students, conferring with parents/guardians, detention during and after school hours, the use of alternative educational environments, suspension and expulsion.

Corporal punishment is not used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

Suspended or expelled students are excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom OCEAA has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities in Education Improvement Act (IDEIA), or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 (Section 504), is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education students except when federal and state law mandates additional or different procedures. OCEAA follows Section 504 of the Rehabilitation Act and Individuals with Disabilities in Education Improvement Act (IDEIA) when imposing any form of discipline on a student identified as an individual with disabilities or for whom OCEAA has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students. OCEAA shall continue to coordinate and communicate with the District any discipline of a student with a disability under the IDEIA or who is suspected of having a disability under the IDEIA.

A. Definitions (as used in this policy):

1. "Board" means governing body of the Charter School
2. "Expulsion" means dis-enrollment from the Charter School
3. "School day" means a day upon which the Charter School is in session or weekdays during the summer recess.
4. "Suspension" means removal of a pupil from ongoing instruction for adjustment purposes. However, "suspension" does not mean the following:
  - a. Reassignment to another education program or class at the charter school where the pupil will receive continuing instruction for the length of day prescribed by the Charter School Board for pupils of the same grade level.



b. — Referral to a certificated employee designated by the Principal to advise pupils.

c. — Removal from the class but without reassignment to another class for the remainder of the class period without sending the pupil to the Principal or designee.

5. — “Pupil” includes a pupil's parent or guardian or legal counsel or other representative.

6. — "School" means the Charter School.

B. — Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at OCEAA, at any other school or a School sponsored event at anytime including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off OCEAA campus; d) during, going to, or coming from a school sponsored activity.

C. — Enumerated Offenses

Students may be suspended or expelled for any of the following acts when it is determined the pupil:

1. — Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force of violence upon the person of another, except self defense.

2. — Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Principal/Administrator or designee's concurrence.

3. — Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.

4. — Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.

- ~~5. Committed or attempted to commit robbery or extortion.~~
- ~~6. Caused or attempted to cause damage to school property or private property.~~
- ~~7. Stole or attempted to steal school property or private property.~~
- ~~8. Possessed or used tobacco or any products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel.~~
- ~~9. Committed an obscene act or engaged in habitual profanity or vulgarity.~~
- ~~10. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5.~~
- ~~11. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.~~
- ~~12. Knowingly received stolen school property or private property.~~
- ~~13. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.~~
- ~~14. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code 243.4.~~
- ~~15. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.~~
- ~~16. Made terrorist threats against school officials and/or school property.~~
- ~~17. Committed sexual harassment.~~
- ~~18. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.~~
- ~~19. Intentionally harassed, threatened, or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and~~

invading student rights by creating an intimidating or hostile educational environment.

20. Failure to comply with the requirements and policies stated in the OCEAA School Family Handbook.

The above list is not exhaustive and, depending upon the offense, a pupil may be suspended or expelled for misconduct not specified above.

Alternatives to suspension or expulsion will first be attempted with students who are truant, tardy, or otherwise absent from assigned school activities.

D. Suspension Procedure

Suspensions are initiated according to the following procedures:

1. Informal Conference

Suspensions are preceded, if possible, by an informal conference conducted by the Principal or the Principal's designee with the student and his or her parent and, whenever practicable, the teacher, supervisor or school employee who referred the student to the Principal. The conference may be omitted if the Principal or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student are notified of the student's right to return to school for the purpose of a conference.

At the conference, the pupil is informed of the reason for the disciplinary action and the evidence against him or her and is given the opportunity to present his or her version and evidence in his or her defense.

This conference is held within two school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization.

No penalties are imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with school officials. Reinstatement of the suspended pupil is not contingent upon attendance by the pupil's parent or guardian at the conference.

2. Notice to Parents/Guardians

At the time of the suspension, a School employee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever

a student is suspended, the parent/guardian shall be notified in writing of the suspension. This notice states the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

### 3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, do not exceed five (5) consecutive school days per suspension. If the pupil is recommended for expulsion, the suspension shall extend through the 10-day opportunity to appeal period. If the expulsion is appealed, the pupil and the pupil's guardian or representative are invited to a conference to determine if the suspension for the pupil should be extended pending an appeal hearing. This determination will be made by the Principal upon either of the following determinations: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an appeal hearing.

### E. Authority to Expel

A student may be expelled either by the Principal, or if appealed, by the OCEAA Board following an impartial hearing before an Administrative Panel (the "Expulsion Hearing Panel" or "Panel") appointed by the OCEAA Board as needed. The Panel should consist of at least three members. The Panel may recommend expulsion, recommend no expulsion, or recommend other non-expulsion disciplinary measures.

### F. Expulsion Procedures

The steps in the expulsion procedure are as follows:

1. The Principal may recommend expulsion of a pupil and shall give notice to the parent or guardian.
2. The parent or guardian shall have ten days from that notice to appeal the Principal's recommendation for expulsion. If the parent or guardian does not appeal the expulsion recommendation in a timely manner, the expulsion becomes final and the pupil is expelled.
3. If appealed, an impartial Expulsion Hearing Panel shall hear the appeal and any evidence presented, and shall issue a report and recommendation to the OCEAA Board.
4. The OCEAA Board shall consider the report and recommendation in closed session, and shall make the final determination on the expulsion appeal.

Unless postponed for good cause, the appeal hearing shall be held within thirty (30) school days after the Principal determines that the Pupil has committed an expellable offense and recommends expulsion.

The expulsion appeal hearing is presided over by the chair of the Expulsion Hearing Panel.

Written notice of the appeal hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it is deemed served upon the pupil. The notice shall include:

1. The date and location of the appeal hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed is based;
15. A copy of OCEAA's disciplinary rules which relate to the alleged violation;
16. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the School to any other school district or school to which the student seeks enrollment;
17. Notification of the opportunity for the student or the student's parent/guardian to appear in person or to be represented by counsel or an advocate, and to present evidence;
18. Notification of the of the right to inspect and obtain copies of all documents to be used at the hearing;
19. Notification of the of the opportunity to confront and question all witnesses who testify at the hearing;
20. Notification of the of the opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

#### G. Record of Appeal Hearing

A record of the appeal hearing shall be made and may be maintained by any means, including electronic recording, as long as reasonably accurate. The record shall be made by the chair of the Panel or her/his designee.

#### H. Presentation of Evidence

While formal rules of evidence do not apply to appeal hearings, evidence is admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Panel to expel must be supported by substantial evidence that the student committed an expellable offense.

The Panel's report, recommendation, and findings of fact are based solely on the evidence presented at the hearing. While hearsay evidence is admissible, no decision to expel may be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

The decision of the Panel shall be in the form of a written recommendation to the OCEAA Board who will make a final determination regarding the expulsion. The final decision by the OCEAA Board shall be made within ten (10) school days following the conclusion of the hearing, or at its next regularly scheduled meeting. The OCEAA Board may from time to time adopt policies that modify the appeal hearing process, so long as the final expulsion determination is made by the Board.

#### I. Written Notice to Expel

The Principal, after close of the ten day appeal period or, if appealed, following a decision of the OCEAA Board to expel, shall send a written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

3. Notice of the specific offense committed by the student
4. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with OCEAA.

The Principal shall send written notice of the decision to expel to the Student's School District of residence, and the Santa Ana School District. This notice includes the following:

- a) The student's name
- b) The specific expellable offense committed by the student

Additionally, in accordance with Education Code Section 47605(d)(3), upon expulsion of any student, the Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon

request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information.

J. ——— Disciplinary Records

OCEAA maintains records of all student suspensions and expulsions at the school. Such records shall be made available to the District upon request.

K. ——— No Further Right to Appeal

The pupil shall have no further right of appeal from expulsion from OCEAA as the Board's decision to expel shall be final.

L. ——— Expelled Pupils/Alternative Education

Pupils who are expelled are responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence.

M. ——— Rehabilitation Plans

Students who are expelled from OCEAA are given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to OCEAA for readmission.

N. ——— Readmission

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school is the sole discretion of the Board following a meeting with the Principal and the pupil and guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to OCEAA environment. The Principal shall make a recommendation to the Board following the meeting regarding his or her determination. The pupil's readmission is also contingent upon the school's capacity at the time the student seeks readmission.

Employees at OCEAA participate in STRS, PERS and the federal social security system as applicable to the position. Additionally, OCEAA offers a 403(b) retirement program. OCEAA informs all applicants for positions within OCEAA of the retirement system options for employees of OCEAA. OCEAA strives to offer salaries and benefits packages that are competitive to local school districts.





## ELEMENT 12

*Governing Law: The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools.*

*California Education Code Section 47605(b)(5)(L)*

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Students who reside within the District who choose not to attend the charter school may attend a school within their school of residence according to District policy or at another school district or school within the District through the District's intra and inter-district policies. Parents and guardians of each student enrolled in the charter school are informed that the students have no right to admission in a particular school of any local education agency as a consequence of enrollment in the charter school, except to the extent that such a right is extended by the local education agency.

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## ELEMENT 13

Governing Law: A description of the rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school.

California Education Code Section 47605(b)(5)(M)

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No public school district employee shall be required to work at OCEAA. Employees of the school district who choose to leave the employment of the school district to work at OCEAA will have no automatic rights of return to the school district after employment by OCEAA unless specifically granted by the school district through a leave of absence or other agreement. OCEAA employees shall have any right upon leaving the school district to work in OCEAA that the school district may specify, any rights of return to employment in school district after employment in OCEAA that the school district may specify, and any other rights upon leaving employment to work in OCEAA that the school district determines to be reasonable and not in conflict with any law.~~Employees of the District who choose to leave the employment of the District to work in the Charter School have no automatic rights of return to the District after employment at the Charter School unless specifically granted by the District through a leave of absence or other Agreement of the District as aligned with the collective bargaining agreements of the District.~~

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## ELEMENT 14

Governing Law: The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to provisions of the charter.

California Education Code Section 47605(b)(5)(N)

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### Disputes Between the District and OCEAA

OCEAA and the District will always attempt to resolve any disputes between them amicably and reasonably without resorting to formal procedures.

In the event formal disputes arising that relate to provisions of this charter between the District Board of Education and OCEAA, the following procedures have been established:

In the event that the District determines that OCEAA has violated the Charter and proposes as a result of such violation to revoke the Charter, the District and the Charter School have a face-to-face meeting within 10 days of the Superintendent's and/or designee's determination that a violation has occurred. Present in the face-to-face meeting shall be at least the Superintendent of the District or designee, on behalf of the District, and OCEAA's Principal, on behalf of the Charter School. If after such meeting, the District determines that a violation has occurred which requires a cure, the District sends a formal written notification to OCEAA outlining the violation and demanding the violation be cured. OCEAA then has a reasonable amount of time not to exceed thirty (30) days after the date such formal written notice was sent (the "Notice Date") to cure the violation. If it cannot be cured within the time period specified by the District, the parties may agree to another predetermined time to commence to cure and diligently prosecute the cure to completion.

The parties shall continue to use their best efforts to resolve the dispute.

Thereafter, revocation of the charter may be commenced by the District in accordance with Education Code Section 47607 or applicable law.

### Internal Disputes

Except those disputes between the District and OCEAA relating to provisions of this charter, all disputes involving OCEAA are resolved by OCEAA according to OCEAA's own internal policies.

### Teachers' Union

OCEAA recognized the teachers' union in June 2009, and terms and conditions of employment "not inconsistent" with the charter may be negotiated with the union.

## ELEMENT 15

Governing Law: A declaration whether or not the charter school shall be deemed the exclusive public school employer of the employees of the charter school for the purposes of the Educational Employment Relations Act (Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code).

California Education Code Section 47605(b)(5)(O)

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OCEAA has been deemed the exclusive public school employer of the employees of OCEAA for the purposes of the Educational Employment Relations Act (“EERA”). OCEAA will comply with the EERA.

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## ELEMENT 16

Governing Law: A description of the procedures to be used if the charter school closes. The procedures shall ensure a final audit of the school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of public records.

California Education Code Section 47605(b)(5)(P)

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The following procedures shall apply in the event the school closes. The following procedures apply regardless of the reason for closure.

Closure of OCEAA will be documented by official action of the Board. The action will identify the reason for closure. The official action will also identify an entity and person or persons responsible for closure-related activities.

The Board will promptly notify the District of the closure and of the effective date of the closure. Parents and students of the school, the District, the Orange County Office of Education, OCEAA's SELPA, the retirement systems in which OCEAA's employees participate (e.g., Public Employees' Retirement System, State Teachers' Retirement System, and federal social security), and the California Department of Education will also be notified of the closure as well as the effective date. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the pupils' school districts of residence; and the manner in which parents (guardians) may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.

The Board will provide information to assist parents and students in locating suitable alternative programs. This notice will be provided promptly following OCEAA Board's decision to close the school.

The Board will also develop a list of pupils in each grade level and the classes they have completed, together with information on the pupils' districts of residence, which they will provide to the entity responsible for closure-related activities.

As applicable, OCEAA will provide parents, students, and the District with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g. OCEAA will ask the District to store the records of the Charter School. If the District cannot do so, OCEAA will ask the County Office of Education for storage. All state assessment results, special education records, and personnel records will be transferred and maintained in accordance with applicable law. Copies of employment records will be sent to former employees.

As soon as reasonably practical but no later than 60 days after closure, OCEAA will prepare final financial records. OCEAA will also have an independent audit completed as soon as reasonably practical, which period is generally no more than six months after closure. OCEAA will pay for the final audit. The audit will be prepared by a qualified

Certified Public Accountant selected by the school and will be provided to the District promptly upon its completion. In the case that OCEAA either does not pay for or have an independent audit completed within one month of the applicable timelines, the District, may, at its option pay for an audit to be completed and subtract such payment from any funds due to the Charter School. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to the charter school.

OCEAA will complete and file any annual reports required pursuant to Education Code section 47604.33.

On closure of OCEAA, all assets of the School, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending OCEAA, remain the sole property of the School and shall be distributed to another governmental entity engaged in public education upon the dissolution of the nonprofit public benefit corporation. Any assets acquired from the District or District property will be promptly returned to the District upon School closure. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted. On closure, OCEAA shall remain solely responsible for all liabilities arising from the operation of the Charter School.

As OCEAA is organized as a nonprofit public benefit corporation, OCEAA Board will follow the procedures set forth in the California Corporations Code for the dissolution of a nonprofit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

As specified in the attached Budget, the Charter School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

Upon closure of OCEAA, employees of the Charter School have no automatic rights of employment with the District. Individuals employed by OCEAA would be unemployed and would have to seek employment elsewhere.

# MISCELLANEOUS PROVISIONS

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## Budget and Financial Reporting

Governing Law: The petitioner or petitioners shall also be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cash-flow and financial projections for the first three years of operation.

California Education Code Section 47605(g)

Attached, as Exhibit “M”~~V~~, please find the following financial documents:

• ~~A letter from the Charter School Management Corporation (CSMC) verifying~~

OCEAA’s financial stability

• ~~Monthly budget to actual report for the period ending January 31, 2010~~

• ~~A projected 5-year budget including a 3% reserve for economic uncertainties~~

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• ~~Cash Flow for the next three years of operation~~

These documents are based upon the best data available to the petitioners at this time.

## FINANCIAL REPORTING

OCEAA will complete and file any annual reports required pursuant to Education Code section 47604.33.

OCEAA records all revenues and expenses in ACCPAC accounting software or the Financial System approved by the District. All Governmental Funds of the Charter are reported using the modified accrual accounting method, measuring cash and all other financial assets that can be readily converted to cash. All reporting conforms to the requirements of GASB 34 and all other pertinent governmental accounting and auditing standards.

OCEAA provides financial reports, in the manner prescribed by California’s Standardized Account Code Structure (SACS), for the required September 15 report to the

District and for the First and Second Interim Reports, Adopted Budgets, and Unaudited Actuals.

The Charter also provides an annual independent audit, including financial schedules in the aforementioned formats to the District, the County Board of Education, the Controller, and the California Department of Education.

Annually, no later than December 15th, the Charter School supplies the District with an annual statement of assets and liabilities. It is expected that this information is included in the annual independent fiscal audit. However, in the event that it is not contained in

the audit or the audit is not completed by this date, the Charter School shall submit a separate document to the District containing this information.

Annually, no later than July 1st, OCEAA submits a list of administrative positions along with their corresponding salaries.

### Indemnification

With the exception of the District's indemnification obligations related to the District's provisions of special education services as specifically described in this Charter's discussion of Special Education Services/Section 504, above, to the fullest extent permitted by law, OCEAA agrees to promptly, fully and completely indemnify, defend through counsel reasonably acceptable to Santa Ana Unified School District and hold harmless the Santa Ana Unified School District, the Santa Ana Unified School District's Board of Trustees, and each of their members, officers, Board appointed groups, committees, boards, and any other Board appointed body, and administrators, employees and attorneys, agents, representatives, volunteers, successors, and assigns ("Indemnitees") from and against any and all claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, or liabilities of whatever nature or kind, including, but not limited to, attorney's fees and litigation costs, that in any way arise out of or relate to any actual or alleged act or omission on the part of OCEAA, and/or on the part of the board of directors, officers, board appointed groups, committees, boards, and any other OCEAA appointed body, and administrators, employees, attorneys, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns of OCEAA in any way related to the performance of and/or to the failure to perform in whole or in part any obligation under this Charter and/or in any way related to the operation or operations of OCEAA or of any other facility, program, or activity. The obligations of OCEAA to defend the Santa Ana Unified School District and the other Indemnitees identified herein is not contingent upon there being an acknowledgement of or a determination of the merit of any claim, demand, action, cause of action, or suit, and those obligations will be deemed to be triggered immediately upon the assertion of any claim, demands, actions, cause of action, or suit within the scope of this paragraph. However, nothing in this paragraph shall be constructed to obligate OCEAA to indemnify Indemnitees for any claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, or liabilities resulting from an Indemnitee's sole negligence, from an Indemnitee's active negligence, or from an Indemnitee's willful misconduct where such sole negligence, active negligence, or willful misconduct has been adjudged by the



final and binding findings of a court of competent jurisdiction; except, in instances where the active negligence or willful misconduct of an Indemnitee accounts for only part of the loss(es) involved, the indemnity obligations of OCEAA shall be for that portion of the loss(es) not due to the active negligence or the willful misconduct of such Indemnites.

OCEAA further specifies that its indemnification, defense, and hold harmless obligations pursuant to this Charter extend to indemnify, defend, and hold the Indemnites harmless from any and all financial obligations in the event of an unbalanced budget.

OCEAA's obligation to indemnify, defend, and hold harmless the Indemnites, as set forth in this section of the Charter, shall survive the revocation, expiration, termination, or cancellation of this Charter or any other act or event that would end OCEAA's right to operate as a charter school pursuant to this Charter or cause OCEAA to cease operations.

Pursuant to Education Code Section 47604(c), an entity that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school, or for claims arising from the performance of acts, errors, or omissions by the charter school, if the authorizing entity has complied with all oversight responsibilities required by law. OCEAA shall at all times be operated by or as a nonprofit public benefit corporation and shall provide to the District proof of its federal and state tax exempt status on or before July 1 following approval of this Charter. Further, OCEAA shall work diligently to assist the District in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other District-requested protocol(s) to ensure the District shall not be liable for the operation of the Charter School. Nothing in this paragraph shall serve to reduce or excuse OEAA's obligations to obtain and maintain the insurance required by this Charter and/or its obligation to indemnify, defend, and hold harmless the Indemnites, as set forth in this Charter.

### **Insurance**

OCEAA shall purchase and maintain in full force and effect at all times during the term of this Charter insurance in amounts and types and subject to the terms approved by the Santa Ana Unified School District's risk manager and as specified below. OCEAA's obligations to acquire and maintain insurance as provided in this section of the Charter shall survive the revocation, expiration, termination, or cancellation of this Charter or any other act or event that would end OCEAA's right to operate as a charter school pursuant to this Charter or cause OCEAA to cease operations until OCEAA has fully complied with the Closure Protocol set forth in this Charter and any additional closure procedures required by law, regulation, or required by the California Department of Education.

Without limiting this Charter and/or the defense, indemnity, and hold-harmless obligations of OCEAA, throughout the life of the Charter, OCEAA shall obtain, pay for, and maintain in full force and effect insurance policies issued by an insurer or insurers admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A or A-VII" by A.M. Best Insurance Rating Guide, or, in the case of self-insurance, with a California

Joint Powers Authority, a memorandum or memoranda of coverage providing coverage as follows:

COMMERCIAL GENERAL LIABILITY insurance and/or coverage, which shall include coverage for: “bodily injury”, “property damage”, “advertising injury”, and “personal injury”, including, but not limited to, coverage for products and completed operations, sexual abuse/molestation, and sexual harassment with combined single limits of not less than \$5,000,000 per occurrence and \$10,000,000 in the aggregate. Additionally, Excess Liability coverage shall be procured in the amount of \$20,000,000 per occurrence.

COMMERCIAL AUTO LIABILITY insurance and/or coverage, which shall include coverage for owned, non-owned, and hired autos, with bodily injury and property damage liability limits not less than \$5,000,000 per person and per occurrence.

WORKER’S COMPENSATION insurance and/or coverage, as required by applicable law, with not less than statutory limits.

PROPERTY insurance and/or coverage, which shall include: (a) coverage for real property on an “all risk” basis with full replacement cost coverage and code upgrade coverage, (b) Fire Legal Liability, to protect against liability for portions of premises leased or rented, and (c) Business Personal Property, to protect on a Broad Form, named peril basis, for all furniture, equipment and supplies of OCEAA. If any Santa Ana Unified School District property is leased, rented or borrowed, it shall also be insured by OCEAA in the same manner as (a), (b), and (c) above.

PROFESSIONAL LIABILITY insurance and/or coverage, in an amount not less than \$1,000,000 per “claim” with an aggregate policy limit of \$20,000,000. This Professional Liability insurance and/or coverage must be “claims made” and not “claims made and reported.”

All of the insurance and/or coverage required by the foregoing provisions of this Charter shall: (a) be endorsed to name the Santa Ana Unified School District and its Board of Trustees, Board members, officers, Board appointed groups, committees, boards, and any other Board appointed body, and administrators, employees and attorneys, agents, representatives, volunteers, successors, and assigns (collectively hereinafter the “Santa Ana Unified School District and the Santa Ana Unified School District Personnel”) as additional insureds; (b) shall insure Santa Ana Unified School District and Santa Ana Unified School District Personnel to the same extent as OCEAA; (c) shall be primary insurance, and any insurance and/or self-insurance or coverage maintained by the Santa Ana Unified School District and/or by the Santa Ana Unified School District Personnel shall be in excess of OCEAA’s insurance and/or coverage required by the foregoing provisions of this Charter and shall not contribute with the primary insurance and/or coverage to be provided by OCEAA; (d) shall be on an “occurrence” basis rather than a “claims made” basis, excepting only educators’ legal liability and errors and omissions insurance and/or coverage, which shall be on a “claims made” basis; and (e) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of liability set forth in the applicable policy or memorandum of coverage.

Each policy of insurance and/or memorandum of coverage required by the foregoing provisions of this Charter shall be endorsed to state that coverage shall not be suspended, rescinded, voided, cancelled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, without thirty (30) days' prior written notice thereof given by the insurer to the Santa Ana Unified School District by U.S. Mail, certified, or by personal delivery. In addition to such notice provided to the Santa Ana Unified School District by the insurer, OCEAA shall also provide the Santa Ana Unified School District with thirty (30) days' prior written notice, by certified mail, return receipt requested, of the suspension, recession, voiding, cancellation, reduction in coverage or limits, non-renewal, or material change for any reason, of any policy of insurance or memorandum of coverage required by the foregoing provisions of this Charter. If at any time any policy of insurance or memorandum of coverage required by the foregoing provisions of this Charter is suspended, rescinded, voided, canceled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, Santa Ana Unified shall cease operations until such policy of insurance and/or memorandum of coverage is restored, and if the required insurance and/or coverage is not restored within two (2) business days, the Charter shall be subject to revocation pursuant Education Code Section 47607 and/or shall become void at the Santa Ana Unified School District's option.

The acceptance by the Santa Ana Unified School District of the insurance and/or coverage required by the foregoing provisions of this Charter shall in no way limit the liability or responsibility of OCEAA or of any insurer or joint powers authority to the Santa Ana Unified School District.

Each policy of insurance and/or memorandum of coverage required by the foregoing provisions of this Charter shall be endorsed to state that all rights of subrogation against the Santa Ana Unified School District and/or the Santa Ana Unified School District Personnel are waived. OCEAA shall provide to the Santa Ana Unified School District duplicate originals of each policy of insurance and/or each memorandum of coverage required by the foregoing provisions of this Charter, including all declarations, forms, and endorsements, which shall be received and approved by the Santa Ana Unified School District within thirty (30) days of the approval of this Charter and by July 1 and January 7 of each year thereafter, and at any other time that a policy of insurance and/or memorandum of coverage is changed and at any other time a request is made by the District for such documents. The duplicate originals and original endorsements required by this provision shall be signed by a person authorized by the insurer and/or joint powers authority to bind coverage on its behalf. The procuring of such insurance and/or coverage or the delivery of duplicate originals and endorsements evidencing the same shall in no way be construed as a limitation of the obligation(s) of OCEAA to defend, indemnify, and hold harmless the Santa Ana Unified School District and the Santa Ana Unified School District Personnel.

The limits of liability applicable to the policies of insurance and/or memoranda of coverage required by the foregoing provisions of this Charter shall not reduce or limit the obligation(s) of OCEAA to defend, indemnify, and hold harmless the Santa Ana Unified School District and the Santa Ana Unified School District Personnel.

The limits of liability applicable to the policies of liability insurance and/or memoranda of coverage in place of liability insurance required by the foregoing provisions of this Charter shall not be reduced by or apply to defense costs or attorney's fees incurred to defend against covered claims.

Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverages required by the foregoing provisions of this Charter must be declared to and approved by the Santa Ana Unified School District.

OCEAA shall promptly respond to all inquiries from the Santa Ana Unified School District regarding any claims against OCEAA and/or any obligation of OCEAA under the foregoing provisions of this Charter.

Additionally, OCEAA shall, at all times, maintain a funds balance (reserve) of its expenditures as suggested by Section 15450, Title 5 of the California Code of Regulations.

### **INDEMNIFICATION AND LIABILITY**

~~With the exception of special education services described herein and with the exception of any liability, claims or damages caused by the action or omission of the District, the Charter School agrees to indemnify, defend, and hold harmless the District and its Board, Board members, officers, administrators, employees, agents, representatives, volunteers, successors, and assigns (collectively hereinafter "District and District Personnel") against any and all actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and/or District Personnel that may be asserted or claimed by any person, firm, or entity which may in any way arise out of or in connection with performance under the Charter by OCEAA, its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns.~~

### **INSURANCE REQUIREMENTS**

~~Without limiting the Charter School's indemnification obligations, throughout the life of the Charter, the Charter School shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-/VII" in Best Insurance Rating Guide, or through self insurance with a California Joint Powers Authority, the following policies of insurance:~~

~~COMMERCIAL GENERAL LIABILITY INSURANCE, which shall include: contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverages, for bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence. Additionally, the Charter School shall procure excess liability coverage in the amount of \$10,000,000.~~

~~COMMERCIAL AUTO LIABILITY insurance which shall include: coverage for owned~~

and non-owned autos, with bodily injury liability limits not less than \$5,000,000 per person, per occurrence and property damage liability limits of not less than \$500,000 per occurrence.

WORKER'S COMPENSATION INSURANCE, as required by the California Labor Code, with not less than statutory limits.

PROPERTY AND FIRE INSURANCE, shall be provided to protect: (a) Real Property, against risk of direct loss, commonly known as Special

Form, (b) Fire Legal Liability, to protect against liability for portions of premises leased or rented, and (c) Business Personal Property, to protect on a Broad Form, named peril basis, for all furniture, equipment and supplies of the Charter School. If any District property is leased, rented or borrowed, it shall also be insured by the Charter School in the same manner as (a) and (b) above.

ERRORS AND OMISSIONS INSURANCE, in an amount not less than \$10,000,000.

All of the Charter School's insurance required by the Charter shall name the District and its Board of Trustees, Board members, officers, Board appointed groups, committees, boards, and any other Board appointed body, and administrators, employees, attorneys, agents, representatives, volunteers, successors, and assigns (collectively hereinafter "District and District Personnel") as additional insureds; (ii) shall contain no special limitations on the scope of protection afforded to District and District Personnel; (iii) shall be primary insurance, notwithstanding any terms to the contrary therein, and any insurance or self-insurance maintained by the District and/or District Personnel shall be in excess of the Charter School's insurance and shall not contribute with it, despite any terms therein to the contrary; (iv) shall be "occurrence" rather than "claims made" insurance, with the exception of educators' legal liability insurance; and (v) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Each of the Charter School's insurance policies shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, without thirty (30) days' prior written notice thereof given by the insurer to District by U.S. mail, certified, or by personal delivery. In addition to such notice provided to District by the insurer, the Charter School shall also provide District with thirty (30) days' prior written notice, by certified mail, return receipt requested, of the suspension, voiding, cancellation, reduction in coverage or limits, non-renewal, or material change for any reason, of any such insurance policy or policies.

The acceptance by the District of the above required insurance does not serve to limit the liability or responsibility of the insurer or the Charter School to the District.

Each insurance policy shall be endorsed to state that the insurer shall waive all rights of

subrogation against the District and District Personnel.

The Charter School shall furnish District with duplicate originals of insurance policies and original endorsements effecting coverage required by this MOU which shall be received and approved by District no later than thirty (30) days after execution of this MOU. The duplicate originals and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The procuring of such insurance or the delivery of

= duplicate originals and endorsements evidencing the same shall not be construed as a limitation on Charter School's obligation to indemnify the District and District Personnel.

The limits of liability described above shall apply only to indemnity available under the respective policies. Defense costs and attorney's fees shall not reduce the amounts available under the limits of liability under those respective policies.

Any deductibles or self-insured retentions must be declared to and approved by the District.

The Charter School shall promptly respond to all inquiries from the District regarding claims against the Charter School and/or its outstanding insurance liability.

All of the District's insurance required by the Charter or this MOU (i) shall name the Charter School and its Board of Directors, Board members, officers, Board appointed groups, committees, boards, and any other Board appointed body, and administrators, employees, agents, representatives, volunteers, successors, and assigns (collectively hereinafter "District and District Personnel") as additional insureds; (ii) shall contain no special limitations on the scope of protection afforded to Charter School or Charter School Personnel; (iii) shall be primary insurance, notwithstanding any terms to the contrary therein, and any insurance or self insurance maintained by the Charter School and/or Charter School Personnel shall be in excess of the District's insurance and shall not contribute with it, despite any terms therein to the contrary; (iv) shall be "occurrence" rather than "claims made" insurance, with the exception of educators' legal liability insurance; and (v) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Each of the District's insurance policies shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, without thirty (30) days' prior written notice thereof given by the insurer to Charter School by U.S. mail, certified, or by personal delivery. In addition to such notice provided to Charter School by the insurer, the District shall also provide Charter School with thirty (30) days' prior written notice, by certified mail, return receipt requested, of the suspension, voiding, cancellation, reduction in coverage or limits, non-renewal, or material change for any reason, of any such insurance policy or policies.

The acceptance by the Charter School of the above required insurance does not serve to limit the liability or responsibility of the insurer or the District to the Charter School under the indemnification provisions above.



Each insurance policy shall be endorsed to state that the insurer shall waive all rights of subrogation against the Charter School and Charter School Personnel.

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The District shall furnish Charter School with duplicate originals of insurance policies and original endorsements effecting coverage required by this MOU which shall be received by Charter School no later than thirty (30) days after execution of this MOU. The duplicate originals and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The procuring of such insurance or the delivery of duplicate originals and endorsements evidencing the same shall not be construed as a limitation on District's obligation to indemnify the Charter School and/or Charter School Personnel as described above.

The limits of liability described above shall apply only to indemnity available under the respective policies. Defense costs and attorney's fees shall not reduce the amounts available under the limits of liability under those respective policies.

### Administrative Services

Governing Law: The manner in which administrative services of the school are to be provided.

California Education Code Section 47605(g)

A school site Principal assumes the lead responsibility for administering OCEAA under the policies adopted by OCEAA's Board of Directors. OCEAA provides or procures most of its own administrative services, including but not limited to financial management, personnel, and instructional program development. OCEAA currently contracts with Charter School Management Corporation (CSMC), a business and development company specializing in charter schools, for administrative and "back office" services including, but not limited to, the following:

- Complete Bookkeeping Services
- Budget Creation / Fiscal Planning Services
- Cash Flow Management
- Local, State, and Federal Reporting
- Audit and Compliance Preparation
- Payroll Services
- Employee Benefits
- STRS and PERS Setup and Management
- Planning & Management
- Payroll Tax Payments
- Audit Preparations & Support
- LEA Plans
- Compliance Reporting to County & State Grantors
- Attendance Reporting
- Food Program - Implementation & Claims Reporting
- Training - Charter School Finance, Accounting & Operation Functions, Budgets,

### Financial Reports

- Quarterly & Annual Filings of Tax Forms (IRS, EDD, etc.)
- Property Tax Exemptions Filings

If the Charter School were interested in discussing the possibility of purchasing some of these or other services from the District, the specific terms and cost for these services will be the subject of a memorandum of understanding (MOU) between OCEAA and the District and subject to District availability.

The OCEAA Nutrition Services Department participates with the National Free and Reduced Meals programs and provides all students the opportunity to enjoy a nutritious breakfast and lunch. All meals are prepared fresh daily on site by the Nutrition Services Staff and include a fresh fruit and vegetable bar option. The Nutrition Services Director writes the menus monthly which emphasize the importance of teaching families the life- long benefits of eating foods that meet and exceed the US Department of Agriculture, Food and Nutrition Services Guidelines. OCEAA's current breakfast and lunch participation rates far exceed the state averages of 20% for breakfast and 55% for lunch at 34% and 91% respectfully.

### Facilities

Governing Law: The facilities to be utilized by the school. The description of the facilities to be used by the charter school shall specify where the school intends to locate.

California Education Code Section 47605(g)

### School Location

This charter authorizes the operation of the Orange County Educational Arts Academy, a charter which shall operate at two sites within the geographic boundaries of Santa Ana Unified School District, as authorized pursuant to Education Code Section 47605 et seq.

OCEAA's current facility is located at 825 N. Broadway in the heart of the Santa Ana Civic Center between the Artist's Village and the Museum Corridor in Central Orange County. It is surrounded by densely populated low socioeconomic neighborhoods.

The building is a K-8 facility totaling 43,400 sq. ft. It includes an 800 sq. ft. kitchen, 4,100 sq. ft. dining hall and an amply secured 8,300 sq. ft. play space. There are 26 classrooms, three mobile computer carts, a staff lounge, administrative offices, reception areas, a workroom, and ample storage and janitorial supply rooms. It was brought up to code for ADA compliance in 2002 and interior improvements were performed to meet current seismic requirements. Byer & Associates, Inc. conducted an appraisal of this property in January 2002 and it was determined by Byer & Associates that this site is suitable for the operation of a public school for grades K-8. In the summer of 2009, the building underwent renovations to accommodate two additional classrooms. All new construction was made observing current building codes and regulations.

OCEAA intends to add a second site for their program during the next term, conveniently located



across the street from the current site at 822-828 Broadway Street. The Kindergarten Annex is a 9,685 square foot facility that has been leased for the purpose of housing both Transitional Kindergarten and Kindergarten. The facility contains six classrooms averaging 700 sq. feet and a play/lunch area consisting of approximately 2,100 sq. feet. The facility is currently undergoing tenant improvements and will tentatively open during the 2015-2016 school year. All construction is made observing current building codes and regulations.

OCEAA complies with the requirement of Education Code Section 47610 by utilizing facilities that comply with the California Building Standards Code as adopted and entered by the local building enforcement agency with jurisdiction over the area in which the Charter School is located. Regular maintenance and operations are provided by OCEAA's custodial staff.

### **Transportation**

Transportation to and from school is the sole responsibility of the families who choose to attend OCEAA, except as required by law. Public transportation, and information regarding public transportation, is readily available for families wishing to attend OCEAA.

### **Potential Civil Liability Effects**

Governing Law: Potential civil liability effects, if any, upon the school and upon the District.

California Education Code Section 47605(g)

### **Intent**

This statement is intended to fulfill the terms of Education Code Section 47605(g) and provides information regarding the proposed operation and potential effects of the Charter School on the District.

### **Civil Liability**

OCEAA is operated as a California non-profit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701d. One of the objectives of the corporation is to provide public education for residents of the State of California, in accordance with the Charter Schools Act, California Education Code Section 47600, et seq.

Pursuant to Education Code Section 47604(c), an entity that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors or omissions by the Charter School if the authority has complied with all oversight responsibilities required by law. OCEAA's Articles of Incorporation are attached as Exhibit "J." OCEAA shall work diligently to assist the District in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other requested protocol to ensure the District shall not

be liable for the operation of the Charter School.

Further, OCEAA and the District shall maintain a memorandum of understanding which shall provide for indemnification of the District.

The corporate bylaws of OCEAA provide for indemnification of OCEAA's Board of Directors, officers, agents, and employees, and OCEAA will purchase general liability insurance, Directors and Officers insurance, and fidelity bonding to secure against financial risks. Insurance amounts are determined by recommendation of the insurance company for schools of similar size, location, and type of program. The District is named an additional insured on the general liability insurance of the Charter School.

The Board of Directors of OCEAA has instituted appropriate risk management practices, including screening of employees, establishing codes of conduct for students, staff, and participating families, and procedures governing financial transactions and dispute resolution.

### **Inspections**

Inspection or observation of any part of OCEAA may be conducted by SAUSD at any time, but SAUSD shall provide reasonable notice to the Principal prior to any observation or inspection. Third party inspections, observation monitoring and oversight activities may not be conducted on behalf of SAUSD without the mutual consent of the OCEAA Board.

### **Notices**

All notices, consents, demands, or another communications for one party or the other required or permitted in this MOU shall be in writing and shall be either personally delivered or sent by a nationally recognized overnight courier, telecopier or by registered or certified U.S. mail, postage prepaid, addressed as set forth below (except that a party may, from time to time, give notice changing the address for this purpose). A notice shall be effective on the date personally delivered, on the date delivered by a nationally recognized overnight courier (or the next succeeding business day if delivered on a non- business day), on the date set forth on the receipt of a telecopier or a facsimile (or the next succeeding business day if received by telecopier or facsimile on a non-business day), or upon the earlier of the dates set forth on the receipt of registered or certified mail, or on the fifth (5th) day after mailing.

### **Amendments**

OCEAA will seek approval by the District for any material revisions to the charter in accordance with Education Code 47607. The OCEAA Board will approve any minor revisions and the District will be updated annually.

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## CONCLUSION

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OCEAA is proud of the work it has done to offer an excellent educational option to families in the region. We look forward to building on our successes as well as capitalizing on opportunities for growth over the course of our next five year term. OCEAA will continue to work closely with the SAUSD staff as well as the Orange County Department of Education to ensure the academic needs of all of OCEAA's students are met. All OCEAA stakeholders will partake in and be informed about our planned goals.

We ask that the SAUSD School Board grant this renewal petition for the Orange County Educational Arts Academy. By approving this charter renewal, the District will be fulfilling the intent of the Charter Schools Act of 1992 to improve pupil learning; create new professional opportunities for teachers; and provide parents and pupils with expanded choices in education and following the directive of law to encourage the creation of charter schools.

## COMPENSATION AND BENEFITS

~~Governing Law: The manner by which staff members of the Charter Schools will be covered by the State Teachers' Retirement System, the Public Employee's Retirement System, or federal social security—California Education Code Section 47605(b)(5)(K)~~

~~Employees at OCEAA participate in STRS, PERS and the federal social security system as applicable to the position. Additionally, OCEAA offers a 403(b) retirement program. OCEAA informs all applicants for positions within OCEAA of the retirement system options for employees of OCEAA. OCEAA strives to offer salaries and benefits packages that are competitive to local school districts.~~

## EMPLOYEE REPRESENTATION

~~Governing Law: A declaration whether or not the Charter School shall be deemed the exclusive public school employer of the employees of the Charter School for the purposes of the Educational Employment Relations Act.—California Education Code Section 47605(b)(5)(O)~~

~~OCEAA has been deemed the exclusive public school employer of the employees of OCEAA for the purposes of the Educational Employment Relations Act.~~

### **RIGHTS OF SCHOOL DISTRICT EMPLOYEES**

~~*Governing Law: A description of the rights of any employee of OCEAA district upon leaving the employment of OCEAA district to work in a charter school, and of any rights of return to OCEAA district after employment at a charter school.— Education Code Section 47605(b)(5)(M)*~~

~~Employees of the District who choose to leave the employment of the District to work in the Charter School have no automatic rights of return to the District after employment at the Charter School unless specifically granted by the District through a leave of absence or other Agreement of the District as aligned with the collective bargaining agreements of the District.~~

### **Salaries and Benefits**

~~OCEAA strives to maintain competitive salaries and benefit packages to retain highly-qualified staff. Full health benefits are offered to full time employees.~~

### **Performance Assessment**

~~Each OCEAA staff member receives a mid-year and end-of-year performance assessment annually (see examples Exhibit T) by his/her supervisor. The goal of these assessments is to provide feedback and assist the employee in growing or improving professionally. The criteria used for OCEAA's staff members in their evaluations include, but are not limited to:~~

- ~~1. Job Descriptions specific to the position~~
- ~~2. California Standards for the Teaching Profession (when applicable)~~
- ~~3. Professional Learning Plan Goals (when applicable)~~
- ~~4. California Professional Standards for Educational Leaders (when applicable)~~
- ~~5. Feedback from colleagues/students/families (when applicable)~~
- ~~6. Overall effectiveness~~

### **HEALTH AND SAFETY**

~~*Governing Law: The procedures that OCEAA will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of OCEAA furnish OCEAA record summary as described in Section 44237—California Education Code Section 47605(b)(5)(F)*~~

### **Procedures For Background Checks**

~~OCEAA complies with the provisions of Education Code Section 44237 and 45125.1 regarding the fingerprinting and background clearance of employees, contractors and volunteers prior to employment and/or any one-on-one contact with pupils of the school. The Principal of OCEAA monitors compliance with this policy and reports to the Board of Directors on an annual basis or upon request of the District.~~

### **Role Of Staff As Mandated Child Abuse Reporters**

~~All classified and certificated staff are mandated child abuse reporters and will follow all applicable reporting laws, the same policies and procedures used by the District.~~

### **TB Testing**

~~OCEAA follows the requirement of Education Code Section 49406 in requiring tuberculosis testing of all employees.~~

### **Immunizations**

~~OCEA adheres to all law related to legally required immunizations for entering students pursuant to Health and Safety Code Section 120325-120375, and Title 17, California Code of Regulations Section 6000-6075.~~

### **Medication in School**

~~OCEAA adheres to Education Code Section 49423 regarding administration of medication in school.~~

### **Vision/Hearing/Scoliosis**

~~OCEAA adheres to Education Code Section 49450 et. seq. as applicable to the grade levels served by the school.~~

### **School Facilities**

~~OCEAA frequently assesses the safety of the school site using the state, county and city guidelines. Regular preventative maintenance is performed to ensure the structural integrity of our building and equipment.~~

~~OCEAA maintains a safe school plan that is reviewed on an annual basis. This plan ensures that all of our auxiliary services (food services, transportation, custodial services, hazardous waste, etc.) are safe.~~

**Emergency Preparedness**

~~OCEAA adheres to an Emergency Preparedness Handbook drafted specifically to the needs of OCEAA site. This handbook includes responses to the following situations: fire, flood, earthquake, terrorist threats, and hostage situations.~~

### **Blood borne Pathogens**

~~OCEAA meets state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the workplace. The Board has established a written “Exposure Control Plan” designed to protect employees from possible infection due to contact with blood borne viruses, including human immunodeficiency virus (HIV) and hepatitis B virus (HBV).~~

~~Whenever exposed to blood or other body fluids through injury or accident, students and staff should follow the latest medical protocol for disinfecting procedures.~~

### **Drug Free/Smoke Free Environment**

~~OCEAA maintains a drug and alcohol and smoke free environment.~~

### **Procedures**

~~OCEAA has adopted and maintains procedures detailed in the Employee Handbook to implement the policy statements listed above. This includes due process for employees and complaint procedures.~~

## **VI. DISPUTE RESOLUTION (ELEMENTS 11, 14)**

*Governing Law: The procedures to be followed by the Charter School and the entity granting the charter to resolve disputes relating to provisions of the charter—California Education Code Section 47605(b)(5)(N)*

### **Disputes Between the District and OCEAA**

~~OCEAA and the District will always attempt to resolve any disputes between them amicably and reasonably without resorting to formal procedures.~~

~~In the event formal disputes arising that relate to provisions of this charter between the District Board of Education and OCEAA, the following procedures have been established:~~

~~In the event that the District determines that OCEAA has violated the Charter and proposes as a result of such violation to revoke the Charter, the District and the Charter School have a face to face meeting within 10 days of the Superintendent's and/or designee's determination that a violation has occurred. Present in the face to face meeting shall be at least the Superintendent of the District or designee, on behalf of the District, and OCEAA's Principal, on behalf of the Charter School. If after such meeting, the District determines that a violation has occurred which requires a cure, the District sends a formal written notification to OCEAA outlining the violation and demanding the violation be cured. OCEAA then has a reasonable amount of time not to exceed thirty (30) days after the date such formal written notice was sent (the "Notice Date") to cure the violation. If it cannot be cured within the time period specified by the District, the parties may agree to another predetermined time to commence to cure and diligently prosecute the cure to completion.~~

~~The parties shall continue to use their best efforts to resolve the dispute.~~

~~Thereafter, revocation of the charter may be commenced by the District in accordance with Education Code Section 47607 or applicable law.~~

### **Internal Disputes**

~~Except those disputes between the District and OCEAA relating to provisions of this charter, all disputes involving OCEAA are resolved by OCEAA according to OCEAA's own internal policies.~~

### **Teachers' Union**

~~OCEAA recognized the teachers' union in June 2009, and terms and conditions of employment "not inconsistent" with the charter may be negotiated with the union.~~



## ~~VII. STUDENT ADMISSIONS, ATTENDANCE, AND SUSPENSION/EXPULSION POLICIES (ELEMENTS 7, 8, 10, 12)~~

### ~~STUDENT ADMISSIONS POLICIES AND PROCEDURES~~

~~*Governing Law: Admission Requirements, if applicable Education Code Section 47605(b)(5)(H)*~~

~~OCEAA admits all pupils who wish to attend OCEAA up to capacity. No test or assessment is administered to students prior to acceptance and enrollment into OCEAA. However, OCEAA may determine that a pupil is ineligible to return the following school year if the pupil fails to comply with requirements and policies stated in the OCEAA School Family Handbook.~~

~~Pupils are considered for admissions without regard to the characteristics listed in Section 220 (actual or perceived disability, gender, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics), fluency in English, or parent income/educational level.~~

~~The application process is comprised of the following:~~

- ~~• Parent attendance at a school orientation meeting~~
- ~~• Completion of a student enrollment form~~
- ~~• Parent signature of Home School Contract~~
- ~~• Proof of Immunization~~
- ~~• Home Language Survey~~
- ~~• Completion of Emergency Medical Information Form~~
- ~~• Proof of minimum age requirements, e.g. birth certificate~~

~~Applications are accepted during an open enrollment period from March 1<sup>st</sup> to March 15<sup>th</sup> for enrollment in the following school year. Following the open enrollment period each year, applications are counted to determine whether any grade level has received more applications than availability. In this event, OCEAA holds a public random drawing to determine enrollment for the impacted grade level(s), with the exception of existing students who are guaranteed enrollment for the following school year.~~

~~Enrollment priority in the case of a public random drawing is allowed in the following priority order:~~

- ~~1. Siblings of currently enrolled students~~
- ~~2. Children of OCEAA employees~~

### ~~3. All other applicants~~

~~At the conclusion of the lottery, all students who were not granted admission due to capacity are given the option to put their name on a wait list according to their draw in the lottery. This wait list (see Exhibit U) will allow students the option of enrollment in the case of an opening during the school year.~~

~~In no circumstance does a wait list carry over to the following school year.~~

### ~~NON-DISCRIMINATION~~

*~~Governing Law: The means by which OCEAA will achieve racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of OCEAA district to which the charter petition is submitted—California Education Code Section 47605 (b)(5)(G)~~*

~~OCEAA considers pupils for admission without regard to the characteristics listed in Section 220 (actual or perceived disability, gender, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics), fluency in English, or parent income/educational level. OCEAA strives, through recruiting, to achieve a racial and ethnic balance of students that reflects the general population of the District (see Table 6.1). OCEAA rigorously recruits students in impacted areas and provides assistance to families in completing and returning registration applications.~~

**Table 6.1 Student Demographics**

<b>Demographics</b>	<b>African-American</b>	<b>Asian</b>	<b>Hispanic or Latino</b>	<b>White</b>
<b>OCEAA</b>	4%	1%	86%	9%
<b>SAUSD</b>	1%	3%	95%	2%

~~OCEAA's Outreach Plan includes a marketing plan which details significant outreach activities in Spanish language media, and other language media as needed, including newspaper and television. The marketing plan also includes the preparation and distribution of recruiting materials in English and Spanish. OCEAA will develop applications in other languages, as needed.~~

~~The Outreach Plan schedules dates, times, and locations of open houses, informational meetings, and other activities in a manner which insures, to the extent possible, that all interested families are able to attend.~~

~~OCEAA aims to enhance the instructional program and outreach through partnerships with~~

| ~~the Orange County High School of the Arts, the Pacific Symphony, the Orange~~

~~County Museum of Art, The Wooden Floor (Saint Joseph's Ballet), El Centro Cultural de Mexico, Mexican Consulate, Santa Ana Arts Council, Santa Ana Arts organizations, Orange County Performing Arts Center, as well as regional colleges and universities such as California State University, Fullerton, Santa Ana College, Chapman University and the University of California, Irvine.~~

~~OCEAA provides an annual report of student enrollment indicating the racial and ethnic mix of students and the percentage of students from the District and steps taken to ensure a racial and ethnic balance as described herein. The annual report disaggregates racial and ethnic class, free and reduced lunch participation percentage, English Learners, and includes the percentage versus total of those who applied and those who were admitted.~~

### ~~PUPIL PUBLIC SCHOOL ATTENDANCE ALTERNATIVES~~

~~The public school attendance alternatives for pupils residing within OCEAA district who choose not to attend charter schools. — Education Code Section 47605(b)(5)(L)~~

~~Students who reside within the District who choose not to attend the charter school may attend a school within their school of residence according to District policy or at another school district or school within the District through the District's intra and inter district policies. Parents and guardians of each student enrolled in the charter school are informed that the students have no right to admission in a particular school of any local education agency as a consequence of enrollment in the charter school, except to the extent that such a right is extended by the local education agency.~~

### ~~SUSPENSION AND EXPULSION PROCEDURES~~

~~Governing Law: The procedures by which pupils can be suspended or expelled — California Education Code Section 47605 (b)(5)(J)~~

~~This Pupil Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well being of all students at OCEAA. When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction.~~

~~School faculty and support staff co created the school wide discipline policies and procedures and annually convene to review and update the policies. As part of the review process, input from parents via the FSO is solicited and included as deemed necessary. School staff enforce disciplinary rules and procedures fairly and consistently amongst all students. The Principal ensures that this Policy and its Procedures are distributed and accessible to parents on the school's web site as part of the Family School Handbook and clearly describe discipline expectations. Notice is given that this Policy and Administrative Procedures are also available on request at the Principal's office. Parents/Guardians and students sign in agreement to uphold the school's discipline policies and procedures as part of the annual enrollment process.~~

~~Discipline includes but is not limited to advising and counseling students, conferring with parents/guardians, detention during and after school hours, the use of alternative educational environments, suspension and expulsion.~~

~~Corporal punishment is not used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.~~

~~Suspended or expelled students are excluded from all school and school related activities unless otherwise agreed during the period of suspension or expulsion.~~

~~A student identified as an individual with disabilities or for whom OCEAA has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities in Education Improvement Act (IDEIA), or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 (Section 504), is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education students except when federal and state law mandates additional or different procedures. OCEAA follows Section 504 of the Rehabilitation Act and Individuals with Disabilities in Education Improvement Act (IDEIA) when imposing any form of discipline on a student identified as an individual with disabilities or for whom OCEAA has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students. OCEAA shall continue to coordinate and communicate with the District any discipline of a student with a disability under the IDEIA or who is suspected of having a disability under the IDEIA.~~

~~A. Definitions (as used in this policy):~~

~~1. "Board" means governing body of the Charter School~~

~~2. "Expulsion" means dis enrollment from the Charter School~~

~~3. "School day" means a day upon which the Charter School is in session or weekdays during the summer recess.~~

~~4. "Suspension" means removal of a pupil from ongoing instruction for adjustment purposes. However, "suspension" does not mean the following:~~

~~a. Reassignment to another education program or class at the charter school where the pupil will receive continuing instruction for the length of day prescribed by the Charter School Board for pupils of the same grade level.~~

~~b. Referral to a certificated employee designated by the Principal to advise pupils.~~

~~e. Removal from the class but without reassignment to another class for the remainder of the class period without sending the pupil to the Principal or designee.~~

~~5. "Pupil" includes a pupil's parent or guardian or legal counsel or other representative.~~

~~6. "School" means the Charter School.~~

#### ~~B. Grounds for Suspension and Expulsion of Students~~

~~A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at OCEAA, at any other school or a School sponsored event at anytime including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off OCEAA campus; d) during, going to, or coming from a school sponsored activity.~~

#### ~~C. Enumerated Offenses~~

~~Students may be suspended or expelled for any of the following acts when it is determined the pupil:~~

~~1. Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force of violence upon the person of another, except self defense.~~

~~2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Principal/Administrator or designee's concurrence.~~

~~3. Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053 11058, alcoholic beverage, or intoxicant of any kind.~~

~~4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053 11058, alcoholic beverage, or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.~~

- ~~5. Committed or attempted to commit robbery or extortion.~~
- ~~6. Caused or attempted to cause damage to school property or private property.~~
- ~~7. Stole or attempted to steal school property or private property.~~
- ~~8. Possessed or used tobacco or any products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel.~~
- ~~9. Committed an obscene act or engaged in habitual profanity or vulgarity.~~
- ~~10. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5.~~
- ~~11. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.~~
- ~~12. Knowingly received stolen school property or private property.~~
- ~~13. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.~~
- ~~14. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code 243.4.~~
- ~~15. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.~~
- ~~16. Made terrorist threats against school officials and/or school property.~~
- ~~17. Committed sexual harassment.~~
- ~~18. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.~~
- ~~19. Intentionally harassed, threatened, or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and~~

~~invading student rights by creating an intimidating or hostile educational environment.~~

~~20. Failure to comply with the requirements and policies stated in the OCEAA School Family Handbook.~~

~~The above list is not exhaustive and, depending upon the offense, a pupil may be suspended or expelled for misconduct not specified above.~~

~~Alternatives to suspension or expulsion will first be attempted with students who are truant, tardy, or otherwise absent from assigned school activities.~~

#### ~~D. Suspension Procedure~~

~~Suspensions are initiated according to the following procedures:~~

##### ~~1. Informal Conference~~

~~Suspensions are preceded, if possible, by an informal conference conducted by the Principal or the Principal's designee with the student and his or her parent and, whenever practicable, the teacher, supervisor or school employee who referred the student to the Principal. The conference may be omitted if the Principal or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student are notified of the student's right to return to school for the purpose of a conference.~~

~~At the conference, the pupil is informed of the reason for the disciplinary action and the evidence against him or her and is given the opportunity to present his or her version and evidence in his or her defense.~~

~~This conference is held within two school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization.~~

~~No penalties are imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with school officials. Reinstatement of the suspended pupil is not contingent upon attendance by the pupil's parent or guardian at the conference.~~

##### ~~2. Notice to Parents/Guardians~~

~~At the time of the suspension, a School employee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever~~



~~a student is suspended, the parent/guardian shall be notified in writing of the suspension. This notice states the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.~~

### ~~3. Suspension Time Limits/Recommendation for Expulsion~~

~~Suspensions, when not including a recommendation for expulsion, do not exceed five (5) consecutive school days per suspension. If the pupil is recommended for expulsion, the suspension shall extend through the 10-day opportunity to appeal period. If the expulsion is appealed, the pupil and the pupil's guardian or representative are invited to a conference to determine if the suspension for the pupil should be extended pending an appeal hearing. This determination will be made by the Principal upon either of the following determinations: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an appeal hearing.~~

### ~~E. Authority to Expel~~

~~A student may be expelled either by the Principal, or if appealed, by the OCEAA Board following an impartial hearing before an Administrative Panel (the "Expulsion Hearing Panel" or "Panel") appointed by the OCEAA Board as needed. The Panel should consist of at least three members. The Panel may recommend expulsion, recommend no expulsion, or recommend other non-expulsion disciplinary measures.~~

### ~~F. Expulsion Procedures~~

~~The steps in the expulsion procedure are as follows:~~

- ~~1. The Principal may recommend expulsion of a pupil and shall give notice to the parent or guardian.~~
- ~~2. The parent or guardian shall have ten days from that notice to appeal the Principal's recommendation for expulsion. If the parent or guardian does not appeal the expulsion recommendation in a timely manner, the expulsion becomes final and the pupil is expelled.~~
- ~~3. If appealed, an impartial Expulsion Hearing Panel shall hear the appeal and any evidence presented, and shall issue a report and recommendation to the OCEAA Board.~~
- ~~4. The OCEAA Board shall consider the report and recommendation in closed session, and shall make the final determination on the expulsion appeal.~~

~~Unless postponed for good cause, the appeal hearing shall be held within thirty (30) school days after the Principal determines that the Pupil has committed an expellable offense and recommends expulsion.~~

~~The expulsion appeal hearing is presided over by the chair of the Expulsion Hearing Panel.~~

~~Written notice of the appeal hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it is deemed served upon the pupil. The notice shall include:~~

- ~~1. The date and location of the appeal hearing;~~
- ~~2. A statement of the specific facts, charges and offenses upon which the proposed is based;~~
- ~~15. A copy of OCEAA's disciplinary rules which relate to the alleged violation;~~
- ~~16. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the School to any other school district or school to which the student seeks enrollment;~~
- ~~17. Notification of the opportunity for the student or the student's parent/guardian to appear in person or to be represented by counsel or an advocate, and to present evidence;~~
- ~~18. Notification of the of the right to inspect and obtain copies of all documents to be used at the hearing;~~
- ~~19. Notification of the of the opportunity to confront and question all witnesses who testify at the hearing;~~
- ~~20. Notification of the of the opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.~~

#### ~~G. Record of Appeal Hearing~~

~~A record of the appeal hearing shall be made and may be maintained by any means, including electronic recording, as long as reasonably accurate. The record shall be made by the chair of the Panel or her/his designee.~~

#### ~~H. Presentation of Evidence~~

~~While formal rules of evidence do not apply to appeal hearings, evidence is admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Panel to expel must be supported by substantial evidence that the student committed an expellable offense.~~

~~The Panel's report, recommendation, and findings of fact are based solely on the evidence presented at the hearing. While hearsay evidence is admissible, no decision to expel may be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.~~

~~The decision of the Panel shall be in the form of a written recommendation to the OCEAA Board who will make a final determination regarding the expulsion. The final decision by the OCEAA Board shall be made within ten (10) school days following the conclusion of the hearing, or at its next regularly scheduled meeting. The OCEAA Board may from time to time adopt policies that modify the appeal hearing process, so long as the final expulsion determination is made by the Board.~~

#### ~~I. Written Notice to Expel~~

~~The Principal, after close of the ten-day appeal period or, if appealed, following a decision of the OCEAA Board to expel, shall send a written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:~~

~~3. Notice of the specific offense committed by the student~~

~~4. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with OCEAA.~~

~~The Principal shall send written notice of the decision to expel to the Student's School District of residence, and the Santa Ana School District. This notice includes the following:~~

~~a) The student's name~~

~~b) The specific expellable offense committed by the student~~

~~Additionally, in accordance with Education Code Section 47605(d)(3), upon expulsion of any student, the Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon~~

~~request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information.~~

#### ~~J. Disciplinary Records~~

~~OCEAA maintains records of all student suspensions and expulsions at the school. Such records shall be made available to the District upon request.~~

#### ~~K. No Further Right to Appeal~~

~~The pupil shall have no further right of appeal from expulsion from OCEAA as the Board's decision to expel shall be final.~~

#### ~~L. Expelled Pupils/Alternative Education~~

~~Pupils who are expelled are responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence.~~

#### ~~M. Rehabilitation Plans~~

~~Students who are expelled from OCEAA are given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to OCEAA for readmission.~~

#### ~~N. Readmission~~

~~The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school is the sole discretion of the Board following a meeting with the Principal and the pupil and guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to OCEAA environment. The Principal shall make a recommendation to the Board following the meeting regarding his or her determination. The pupil's readmission is also contingent upon the school's capacity at the time the student seeks readmission.~~

## ~~VIII. FINANCIAL PLANNING, REPORTING AND ACCOUNTABILITY (ELEMENTS 9, 16)~~

### ~~**BUDGETS**~~

~~*Governing Law: The petitioner or petitioners shall also be required to provide financial statements that include a proposed first year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation (Education Code Section 47605(g)).*~~

~~Attached, as Exhibit V, please find the following financial documents:~~

- ~~• A letter from the Charter School Management Corporation (CSMC) verifying OCEAA's financial stability~~
- ~~• Monthly budget to actual report for the period ending January 31, 2010~~
- ~~• A projected 5-year budget including a 3% reserve for economic uncertainties~~
- ~~• Cash Flow for the next three years of operation~~

~~These documents are based upon the best data available to the petitioners at this time.~~

### ~~**FINANCIAL REPORTING**~~

~~OCEAA will complete and file any annual reports required pursuant to Education Code section 47604.33.~~

~~OCEAA records all revenues and expenses in ACCPAC accounting software or the Financial System approved by the District. All Governmental Funds of the Charter are reported using the modified accrual accounting method, measuring cash and all other financial assets that can be readily converted to cash. All reporting conforms to the requirements of GASB 34 and all other pertinent governmental accounting and auditing standards.~~

~~OCEAA provides financial reports, in the manner prescribed by California's Standardized Account Code Structure (SACS), for the required September 15 report to the District and for the First and Second Interim Reports, Adopted Budgets, and Unaudited Actuals.~~

~~The Charter also provides an annual independent audit, including financial schedules in the aforementioned formats to the District, the County Board of Education, the Controller, and the California Department of Education.~~

~~Annually, no later than December 15<sup>th</sup>, the Charter School supplies the District with an annual~~

~~statement of assets and liabilities. It is expected that this information is included in the annual independent fiscal audit. However, in the event that it is not contained in~~

~~the audit or the audit is not completed by this date, the Charter School shall submit a separate document to the District containing this information.~~

~~Annually, no later than July 1<sup>st</sup>, OCEAA submits a list of administrative positions along with their corresponding salaries.~~

## **~~INDEMNIFICATION AND LIABILITY~~**

~~With the exception of special education services described herein and with the exception of any liability, claims or damages caused by the action or omission of the District, the Charter School agrees to indemnify, defend, and hold harmless the District and its Board, Board members, officers, administrators, employees, agents, representatives, volunteers, successors, and assigns (collectively hereinafter "District and District Personnel") against any and all actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and/or District Personnel that may be asserted or claimed by any person, firm, or entity which may in any way arise out of or in connection with performance under the Charter by OCEAA, its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns.~~

## **~~INSURANCE REQUIREMENTS~~**

~~Without limiting the Charter School's indemnification obligations, throughout the life of the Charter, the Charter School shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-/VII" in Best Insurance Rating Guide, or through self insurance with a California Joint Powers Authority, the following policies of insurance:~~

~~COMMERCIAL GENERAL LIABILITY INSURANCE, which shall include: contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverages, for bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence. Additionally, the Charter School shall procure excess liability coverage in the amount of \$10,000,000.~~

~~COMMERCIAL AUTO LIABILITY insurance which shall include: coverage for owned and non-owned autos, with bodily injury liability limits not less than \$5,000,000 per person, per occurrence and property damage liability limits of not less than \$500,000 per occurrence.~~

~~WORKER'S COMPENSATION INSURANCE, as required by the California Labor Code, with not less than statutory limits.~~

~~PROPERTY AND FIRE INSURANCE, shall be provided to protect: (a) Real Property, against risk of direct loss, commonly known as Special~~

~~Form, (b) Fire Legal Liability, to protect against liability for portions of premises leased or rented, and (c) Business Personal Property, to protect on a Broad Form, named peril basis, for all furniture, equipment and supplies of the Charter School. If any District property is leased, rented or borrowed, it shall also be insured by the Charter School in the same manner as (a) and (b) above.~~

~~ERRORS AND OMISSIONS INSURANCE, in an amount not less than \$10,000,000.~~

~~All of the Charter School's insurance required by the Charter shall name the District and its Board of Trustees, Board members, officers, Board appointed groups, committees, boards, and any other Board appointed body, and administrators, employees, attorneys, agents, representatives, volunteers, successors, and assigns (collectively hereinafter "District and District Personnel") as additional insureds; (ii) shall contain no special limitations on the scope of protection afforded to District and District Personnel; (iii) shall be primary insurance, notwithstanding any terms to the contrary therein, and any insurance or self insurance maintained by the District and/or District Personnel shall be in excess of the Charter School's insurance and shall not contribute with it, despite any terms therein to the contrary; (iv) shall be "occurrence" rather than "claims made" insurance, with the exception of educators' legal liability insurance; and (v) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.~~

~~Each of the Charter School's insurance policies shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, or non renewed, or materially changed for any reason, without thirty (30) days' prior written notice thereof given by the insurer to District by U.S. mail, certified, or by personal delivery. In addition to such notice provided to District by the insurer, the Charter School shall also provide District with thirty (30) days' prior written notice, by certified mail, return receipt requested, of the suspension, voiding, cancellation, reduction in coverage or limits, non renewal, or material change for any reason, of any such insurance policy or policies.~~

~~The acceptance by the District of the above required insurance does not serve to limit the liability or responsibility of the insurer or the Charter School to the District.~~

~~Each insurance policy shall be endorsed to state that the insurer shall waive all rights of subrogation against the District and District Personnel.~~

~~The Charter School shall furnish District with duplicate originals of insurance policies and original endorsements effecting coverage required by this MOU which shall be received and approved by District no later than thirty (30) days after execution of this MOU. The duplicate originals and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The procuring of such insurance or the delivery of~~



~~duplicate originals and endorsements evidencing the same shall not be construed as a limitation on Charter School's obligation to indemnify the District and District Personnel.~~

~~The limits of liability described above shall apply only to indemnity available under the respective policies. Defense costs and attorney's fees shall not reduce the amounts available under the limits of liability under those respective policies.~~

~~Any deductibles or self-insured retentions must be declared to and approved by the District.~~

~~The Charter School shall promptly respond to all inquiries from the District regarding claims against the Charter School and/or its outstanding insurance liability.~~

~~All of the District's insurance required by the Charter or this MOU (i) shall name the Charter School and its Board of Directors, Board members, officers, Board appointed groups, committees, boards, and any other Board appointed body, and administrators, employees, agents, representatives, volunteers, successors, and assigns (collectively hereinafter "District and District Personnel") as additional insureds; (ii) shall contain no special limitations on the scope of protection afforded to Charter School or Charter School Personnel; (iii) shall be primary insurance, notwithstanding any terms to the contrary therein, and any insurance or self-insurance maintained by the Charter School and/or Charter School Personnel shall be in excess of the District's insurance and shall not contribute with it, despite any terms therein to the contrary; (iv) shall be "occurrence" rather than "claims made" insurance, with the exception of educators' legal liability insurance; and (v) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.~~

~~Each of the District's insurance policies shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, without thirty (30) days' prior written notice thereof given by the insurer to Charter School by U.S. mail, certified, or by personal delivery. In addition to such notice provided to Charter School by the insurer, the District shall also provide Charter School with thirty (30) days' prior written notice, by certified mail, return receipt requested, of the suspension, voiding, cancellation, reduction in coverage or limits, non-renewal, or material change for any reason, of any such insurance policy or policies.~~

~~The acceptance by the Charter School of the above required insurance does not serve to limit the liability or responsibility of the insurer or the District to the Charter School under the indemnification provisions above.~~

~~Each insurance policy shall be endorsed to state that the insurer shall waive all rights of subrogation against the Charter School and Charter School Personnel.~~

~~The District shall furnish Charter School with duplicate originals of insurance policies and original endorsements effecting coverage required by this MOU which shall be received by Charter School no later than thirty (30) days after execution of this MOU. The duplicate originals and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The procuring of such insurance or the delivery of duplicate originals and endorsements evidencing the same shall not be construed as a limitation on District's obligation to indemnify the Charter School and/or Charter School Personnel as described above.~~

~~The limits of liability described above shall apply only to indemnity available under the respective policies. Defense costs and attorney's fees shall not reduce the amounts available under the limits of liability under those respective policies.~~

### **ADMINISTRATIVE SERVICES**

*Governing Law: The manner in which administrative services of OCEAA are to be provided. (Education Code Section 47605(g)).*

A school site Principal assumes the lead responsibility for administering OCEAA under the policies adopted by OCEAA's Board of Directors. OCEAA provides or procures most of its own administrative services, including but not limited to financial management, personnel, and instructional program development. If the Charter School were interested in discussing the possibility of purchasing some of these or other services from the District, the specific terms and cost for these services will be the subject of a memorandum of understanding (MOU) between OCEAA and the District and subject to District availability.

The OCEAA Nutrition Services Department participates with the National Free and Reduced Meals programs and provides all students the opportunity to enjoy a nutritious breakfast and lunch. All meals are prepared fresh daily on site by the Nutrition Services Staff and include a fresh fruit and vegetable bar option. The Nutrition Services Director writes the menus monthly which emphasize the importance of teaching families the life-long benefits of eating foods that meet and exceed the US Department of Agriculture, Food and Nutrition Services Guidelines. OCEAA's current breakfast and lunch participation rates far exceed the state averages of 20% for breakfast and 55% for lunch at 34% and 91% respectfully.

## **FACILITIES**

~~*Governing Law: The facilities to be utilized by OCEAA. The description of facilities to be used by the charter school shall specify where OCEAA intends to locate. (Education Code Section 47605(g))*~~

### ***School Location***

~~This charter authorizes the operation of the Orange County Educational Arts Academy, a charter which shall operate at one site within the geographic boundaries of Santa Ana Unified School District, as authorized pursuant to Education Code Section 47605 et seq.~~

~~OCEAA's current facility is located at 825 N. Broadway in the heart of the Santa Ana Civic Center between the Artist's Village and the Museum Corridor in Central Orange County. It is surrounded by densely populated low socioeconomic neighborhoods.~~

~~The building is a K-8 facility totaling 43,400 sq. ft. It includes an 800 sq. ft. kitchen, 4,100 sq. ft. dining hall and an amply secured 8,300 sq. ft. play space. There are 26 classrooms, three mobile computer carts, a staff lounge, administrative offices, reception areas, a workroom, and ample storage and janitorial supply rooms. It was brought up to code for ADA compliance in 2002 and interior improvements were performed to meet current seismic requirements. Byer & Associates, Inc. conducted an appraisal of this property in January 2002 and it was determined by Byer & Associates that this site is suitable for the operation of a public school for grades K-8. In the summer of 2009, the building underwent renovations to accommodate two additional classrooms. All new construction was made observing current building codes and regulations.~~

~~OCEAA complies with the requirement of Education Code Section 47610 by utilizing facilities that comply with the California Building Standards Code as adopted and entered by the local building enforcement agency with jurisdiction over the area in which the Charter School is located. Regular maintenance and operations are provided by OCEAA's custodial staff.~~

## **TRANSPORTATION**

~~Transportation to and from school is the sole responsibility of the families who choose to attend OCEAA. Public transportation, and information regarding public transportation, is readily available for families wishing to attend OCEAA.~~

## **AUDITS**

~~*Governing Law: The manner in which an annual, independent financial audit shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority—California Education Code Section 47605(b)(5)(I)*~~

~~OCEAA facilitates an annual independent audit of OCEAA's financial affairs. The Board selects and oversees an auditor with, at a minimum, a CPA and educational institution audit experience and approved by the State Controller on its published list as an educational audit provider.~~

~~The audit verifies the accuracy of OCEAA's financial statements, attendance and enrollment accounting practices, and reviews OCEAA's internal controls. The audit is conducted in accordance with generally accepted accounting principles applicable to OCEAA. The annual audit is completed four months after the close of the fiscal year and a copy of the auditor's findings is forwarded to the District, the County Superintendent of Schools, the State Controller and to the CDE by December 15<sup>th</sup> each year. OCEAA's Principal along with an audit committee reviews any audit exceptions or deficiencies and reports to OCEAA Board with recommendations on how to resolve them. OCEAA Board submits a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District. Any disputes regarding the resolution of audit exceptions and deficiencies are referred to the dispute resolution process contained in this Charter.~~

~~In the case that OCEAA either does not pay for or have an independent audit completed within one month of the applicable timelines, the District, may, at its option pay for an audit to be completed and subtract such payment from any funds due to the Charter School.~~

## **INSPECTIONS**

~~Inspection or observation of any part of OCEAA may be conducted by SAUSD at any time, but SAUSD shall provide reasonable notice to the Principal prior to any observation or inspection. Third party inspections, observation monitoring and oversight activities may not be conducted on behalf of SAUSD without the mutual consent of the OCEAA Board.~~

## **NOTICES**

~~All notices, consents, demands, or another communications for one party or the other required or permitted in this MOU shall be in writing and shall be either personally delivered or sent by a nationally recognized overnight courier, telecopier or by registered or certified U.S. mail, postage prepaid, addressed as set forth below (except that a party may, from time to time, give notice changing the address for this purpose). A notice shall be effective on the date personally delivered, on the date delivered by a nationally recognized overnight courier (or the next succeeding business day if delivered on a non-business day), on the date set forth on the receipt of a telecopier or a facsimile (or the next succeeding business day if received by telecopier or facsimile on a non-business day), or upon the earlier of the dates set forth on the receipt of registered or certified mail, or on the fifth (5th) day after mailing.~~

## **CLOSURE PROTOCOL**

~~*Governing Law: A description of the procedures to be used if the charter school closes—  
Education Code Section 47605(b)(5)(p)*~~

~~The following procedures shall apply in the event the school closes. The following procedures apply regardless of the reason for closure.~~

~~Closure of OCEAA will be documented by official action of the Board. The action will identify the reason for closure. The official action will also identify an entity and person or persons responsible for closure-related activities.~~

~~The Board will promptly notify the District of the closure and of the effective date of the closure. Parents and students of the school, the District, the Orange County Office of Education, OCEAA's SELPA, the retirement systems in which OCEAA's employees participate (e.g., Public Employees' Retirement System, State Teachers' Retirement System, and federal social security), and the California Department of Education will also be notified of the closure as well as the effective date. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the pupils' school districts of residence; and the manner in which parents (guardians) may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.~~

~~The Board will provide information to assist parents and students in locating suitable alternative programs. This notice will be provided promptly following OCEAA Board's decision to close the school.~~

~~The Board will also develop a list of pupils in each grade level and the classes they have completed, together with information on the pupils' districts of residence, which they will provide to the entity responsible for closure-related activities.~~

~~As applicable, OCEAA will provide parents, students, and the District with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g. OCEAA will ask the District to store the records of the Charter School. If the District cannot do so, OCEAA will ask the County Office of Education for storage. All state assessment results, special education records, and personnel records will be transferred and maintained in accordance with applicable law. Copies of employment records will be sent to former employees.~~

~~As soon as reasonably practical but no later than 60 days after closure, OCEAA will prepare final financial records. OCEAA will also have an independent audit completed as soon as reasonably practical, which period is generally no more than six months after closure. OCEAA will pay for the final audit. The audit will be prepared by a qualified~~

~~Certified Public Accountant selected by the school and will be provided to the District promptly upon its completion. In the case that OCEAA either does not pay for or have an independent audit completed within one month of the applicable timelines, the District, may, at its option pay for an audit to be completed and subtract such payment from any funds due to the Charter School. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to the charter school.~~

~~OCEAA will complete and file any annual reports required pursuant to Education Code section 47604.33.~~

~~On closure of OCEAA, all assets of the School, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending OCEAA, remain the sole property of the School and shall be distributed to another governmental entity engaged in public education upon the dissolution of the nonprofit public benefit corporation. Any assets acquired from the District or District property will be promptly returned to the District upon School closure. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted. On closure, OCEAA shall remain solely responsible for all liabilities arising from the operation of the Charter School.~~

~~As OCEAA is organized as a nonprofit public benefit corporation, OCEAA Board will follow the procedures set forth in the California Corporations Code for the dissolution of a nonprofit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.~~

~~As specified in the attached Budget, the Charter School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.~~

~~Upon closure of OCEAA, employees of the Charter School have no automatic rights of employment with the District. Individuals employed by OCEAA would be unemployed and would have to seek employment elsewhere.~~

## ~~VIII. IMPACT ON THE DISTRICT~~

~~*Governing Law: Potential civil liability effects, if any, upon OCEAA and upon the District. (Education Code Section 47605(g)).*~~

### ~~**POTENTIAL CIVIL LIABILITY EFFECTS**~~

#### ~~***Intent***~~

~~This statement is intended to fulfill the terms of Education Code Section 47605(g) and provides information regarding the proposed operation and potential effects of the Charter School on the District.~~

#### ~~***Civil Liability***~~

~~OCEAA is operated as a California non-profit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701d. One of the objectives of the corporation is to provide public education for residents of the State of California, in accordance with the Charter Schools Act, California Education Code Section 47600, et seq.~~

~~Pursuant to Education Code Section 47604(e), an entity that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors or omissions by the Charter School if the authority has complied with all oversight responsibilities required by law. OCEAA's Articles of Incorporation are attached as Exhibit W in addition to a draft Certificate of Amendment of Articles of Incorporation to reflect changes to the name, purpose and membership of the Corporation, which are in process. OCEAA shall work diligently to assist the District in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other requested protocol to ensure the District shall not be liable for the operation of the Charter School.~~

~~Further, OCEAA and the District shall maintain a memorandum of understanding which shall provide for indemnification of the District.~~

~~The corporate bylaws of OCEAA provide for indemnification of OCEAA's Board of Directors, officers, agents, and employees, and OCEAA will purchase general liability insurance, Directors and Officers insurance, and fidelity bonding to secure against financial risks. Insurance amounts are determined by recommendation of the insurance company for schools of similar size, location, and type of program. The District is named an additional insured on the general liability insurance of the Charter School.~~

~~The Board of Directors of OCEAA has instituted appropriate risk management practices, including screening of employees, establishing codes of conduct for students, staff, and~~

participating families, and procedures governing financial transactions and dispute resolution.

## **~~IX. CONCLUSION~~**

### **~~FIVE YEAR STRATEGIC PLAN~~**

~~For the next five years, OCEAA will utilize the Strategic Plan for Academic Achievement developed with Insight Educational Group, Inc. Yearly adjustments to the plan will be made based on student achievement data, feedback from staff and families through annual surveys and current research-based best practices. In addition, OCEAA will continue to work closely with the SAUSD staff as well as the Orange County Department of Education to ensure the academic needs of all of OCEAA's students are met. All OCEAA stakeholders will partake in and be informed about our planned goals.~~

### **~~AMENDMENTS~~**

~~OCEAA will seek approval by the District for any material revisions to the charter in accordance with Education Code 47607. The OCEAA Board will approve any minor revisions and the District will be updated annually.~~

### **~~CONDITIONAL APPROVAL OF CHARTER TERM AND RENEWAL~~**

~~OCEAA's initial Charter was from January 21, 2005 for a period of three years. A two-year extension was granted from April 8, 2008 to June 30, 2010. The conditional renewal term of this Charter shall commence on July 1, 2010 for a five-year period through and including June 30, 2015, subject to the terms and conditions described and stipulated in this section and facilitated by modification of the charter renewal document.~~

~~The modification of the charter renewal document incorporates specific and enforceable criteria, including but not limited to, the restructuring of the present academic program and the inclusion of Academic Performance Index (API) requirements pursuant to Education Code Section 47607(b) and as defined in the California Department of Education Academic Performance Index Reports Information Guide.~~

### **~~Restructuring of Academic Program~~**

~~OCEAA has agreed to a basic restructuring of the current educational program in order to address and implement corrective action over the term of the five (5) year conditional renewal period in four key areas of instructional concern identified by Santa Ana Unified School District. Specific recommendations from Santa Ana Unified School District in each of the four identified areas include:~~



## **Curriculum Planning Recommended Action**

- Have teachers continue to state and post lesson objectives to focus the attention of the students on the salient features of the lessons.
- Re-institute the use of the focus walls to provide clarity for students and teachers of the strategies, skills, genre and vocabulary of the unit.
- Amplify the intermediate science program to provide the students rigorous instruction in earth, life and physical science.
- Principal should continue to attend SAUSD monthly principal meetings for technical support.

## **Effective Use of Literacy Coach Recommended Action**

- Provide literacy coach position with support and resources to ensure the effectiveness of professional development.
- Seek out resources that provide targeted, data-driven professional development that is responsive to needs of OCEAA teachers.
- Closely monitor professional development provided by administrative team and outside providers to ensure unified message.
- If fiscally possible, continue relationship with California Reading and Literacy Project (CRLP) to provide professional development for staff
- Have OCEAA coaches attend SAUSD monthly TOSA meetings to stay abreast of current instructional practices and compliance issues and for technical support.

## **Comprehensive ELD Program Recommended Action**

- Implementation of an ELD program with fidelity that addresses the needs of English Learners.
- Utilize frequent data to group students by language proficiency.
- Revise student groups as new data becomes available.

**Frequent Monitoring of English Learner**

### **Recommended Action**

- Administration of CELDT yearly and ADEPT 2-3 times a year to monitor English Learner progress.
- Regular and consistent disaggregation of benchmark data to monitor success on grade-level standards.
- Timely adherence to state time lines and submission CELDT data on a timely manner every year.

### **Academic Performance Index (API) Requirements-Specific Enforceable Criteria**

Beginning with the API School Report to be released on or about August 2011, OCEAA shall meet the assigned API growth target school-wide and for each numerically significant subgroup in the school as defined in the California Department of Education Academic Performance Index Reports Information Guide and pursuant to Education Code Section 47607(b) criteria for charter renewal consideration.

If OCEAA fails to meet the required growth targets as of August 2011, the 2011-2012 school year will be utilized by OCEAA to identify and begin school turn-around strategies to facilitate implementation of one of three school turn-around intervention models as prescribed by the U.S. Department of Education for the 2012-2013 school year:

1. Transformation model: Replace the principal, strengthen staff, implement a research-based instructional program, provide extended learning time, and implement new governance and flexibility.
2. Turnaround model: Replace the principal and rehire no more than 50 percent of the school staff, implement a research-based instructional program, provide extended learning time, and implement new governance structure.
3. School closure model: Close the school and enroll students who attended it in other, higher-performing schools in the district.

Subsequent to the August 2011 School Report, the OCEAA School Report API Growth and Targets Met will be reviewed annually to verify and confirm achievement of the school-wide and each numerically significant subgroup growth targets each year of the five-year charter renewal term.

If any year subsequent to the August 2011 School Report API Growth Targets Met, OCEAA does not achieve the required school-wide and each numerically significant subgroup growth targets, one of the U.S. Department of Education interventions models for persistently

| underperforming schools will be implemented for the next school year.

~~If in any year of the five year charter renewal term the OCEAA API Statewide Ranking and/or Similar Schools Ranking is determined to be decile “4” or higher, OCEAA will not be subject to the consequences incorporated herein regarding failure to achieve API school-wide and each numerically significant subgroup growth targets.~~

~~If OCEAA fails to maintain both the API Statewide and Similar Schools Ranking of “4” in the subsequent school year reporting period, the consequences incorporated herein regarding failure to achieve API school-wide and in each numerically significant subgroup growth target will be invoked.~~



## **AGENDA ITEM BACKUP SHEET**

**May 26, 2015**

### **Board Meeting**

**TITLE:** ENCO Systems, Inc. for Closed Captioning of Board Meetings

**ITEM:** Discussion

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

**PREPARED BY:** Ricardo Enz, Director, Technology Innovation Services

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#### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to provide information and the opportunity for discussion regarding ENCO Systems, Inc. providing automatically generated closed captioning on real-time live video for District Board meetings.

At its March 24, 2015 meeting, the Board asked to investigate closed captioning during Board meetings.

#### **RATIONALE:**

ENCO Systems, Inc. will provide the District a network-based speech recognition engine to closely inspect and transcribe audio in near real-time during the televised Board meetings.

The District has approximately 20 families whose parents are deaf or hard of hearing. This number includes those parents who have hearing children attending one of the District's schools for which we provide sign language support for various events.

The software license lease is for the enCaption 3, from ENCO, the hardware/software system that automatically generates captioning on live or recorded video. This 12 month renewable software license lease has a yearly cost of \$10,740. There is a one-time hardware and software cost of \$16,404.12 to integrate enCaption equipment to video production.

This discussion item supports LCAP goal 3.4 "Support school and district operations to create welcoming and productive environments."

#### **FUNDING:**

General Fund: \$27,144.12 (Total cost first year)

**RECOMMENDATION:**

Provide information and discussion regarding ENCO Systems, Inc. providing automatically generated closed captioning on real-time live video for District Board meetings.

DM:sz





VMI, Inc -So. California  
11258 Monarch Street, Unit A  
Garden Grove, CA 92841

Phone (714) 894-6100  
Fax (714) 894-6110

**Apr 8, 2015**

Quote Number

**11233**

Work Phone

Fax Number

714-480-5301

email Number

Salesperson

Lwilson

lwilson@vmivideo.com

Santa Ana Unified School District  
1601 E. Chestnut  
Santa Ana, Ca 92701-6322

Att: Sau Pham

Here is the quotation you requested:

Item	Qty	Ttl	Manufacturer	Model Number	Description	Unit Price	Extension
1	1	1	Link	HDE-3000/2	HD SD SDI Closed Caption	\$8665.00	\$8665.00
2	1	1	Telestream	CAPTIONMAKERP	RO software	\$6325.00	\$6325.00
3	1	1	Nuance	DRAGON	NaturallySpeaking 13 Premium	\$199.00	\$199.00

If you have any questions, please call me at 562-594-1111. Thank you for the opportunity to quote prices to you.

Lewis Wilson  
VMI, Inc

<b>Taxable Amount</b>	<b>\$15189.00</b>
<b>Tax 8%</b>	<b>\$1215.12</b>
<b>Non Txble Amnt</b>	
<b>Shipping Chg</b>	<hr/>
<b>Total Charges</b>	<b>\$16404.12</b>



VMI, Inc -So. California  
11258 Monarch Street, Unit A  
Garden Grove, CA 92841

Phone (714) 894-6100  
Fax (714) 894-6110

**Apr 20, 2015**

Quote Number

**11242**

Work Phone

Fax Number

714-480-5301

email Number

Salesperson

Lwilson

lwilson@vmivideo.com

Santa Ana Unified School District  
1601 E. Chestnut  
Santa Ana, Ca 92701-6322

Att: Sau Pham

Here is the quotation you requested:

Item	Qty	Ttl	Manufacturer	Model Number	Description	Unit Price	Extension
1	12	12	Enco	ENCAPTION3	enCaption3 hardware/software: lease price is based on a 12 month contract, with a monthly fee	\$895.00	\$10740.00

If you have any questions, please call me at 562-594-1111. Thank you for the opportunity to quote prices to you.

Lewis Wilson  
VMI, Inc

<b>Taxable Amount</b>	<b>\$10740.00</b>
<b>Tax</b>	<b>\$0.00</b>
<b>Non Txble Amnt</b>	
<b>Shipping Chg</b>	
<b>Total Charges</b>	<b>\$10740.00</b>



## FULLY AUTOMATED REAL-TIME CAPTIONING SYSTEM

ENCO Systems has been delivering quality solutions to markets on six continents for over 30 years. Now the company well known world-wide for their award winning DAD Radio Automation and DADtv instant audio playout products presents **enCaption3**.

enCaption3 is a unique totally automated hardware/software system that can automatically generate captioning on live video. Using enCaption3, content creators can provide real-time, live captioning to their hearing impaired audience any time, without any advance notice and without the high costs of live captioners or signers.

enCaption3 uses ENCO's enhanced speaker independent neural network based speech recognition engine to closely inspect and transcribe your audio in near real-time (typically 4-6 seconds). Available in a number of languages, enCaption3 works with your audio stream, whether recorded or live and is local to your facility. This puts you in control of the captioning process and makes it available even in the most demanding situations.

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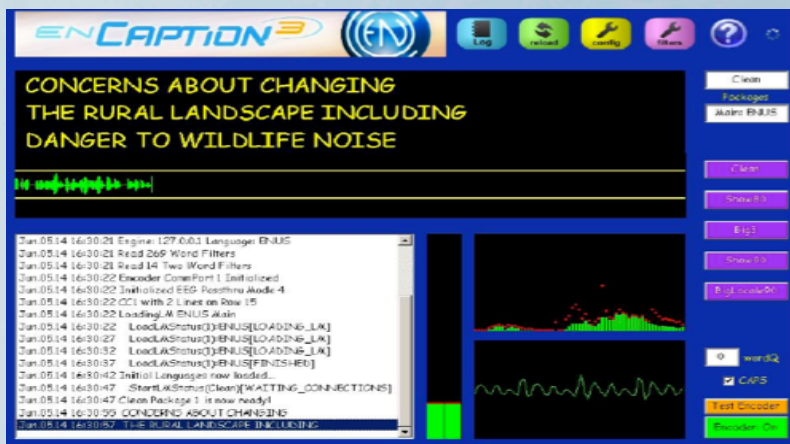
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**MONTHLY SERVICE MODEL** that reduces operating costs

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Linking enCaption3 to your electronic newsroom system allows it to automatically access current and historical script information to build a local dictionary which allows the system to improve accuracy over time it literally gets better every day!

#### REQUIREMENTS:

Technical requirements are straightforward; AC power, clean (mix-minus preferred) audio feed of voice material to be captioned (free from noise, music etc.), a source for script material or an IP link to your electronic newsroom system (optional), a serial or IP connection to your closed caption encoder and IP connection to ENCO Systems for remote configuration and diagnostics. An executed ENCO enCaption Software License Agreement is required prior to system shipment. Supported languages include Danish, Dutch, English (American, Australian, British and Canadian), French (Canadian and European), German, Greek, Italian, Modern Standard Arabic, Polish, Portuguese (South American and European), Romanian, Spanish (Latin American and European) and Swedish. Custom packages can be configured to recognize a station-specific set of words. You could configure one package for the morning show and another for the evening news or you could configure one for weather and traffic, one for news packages, and a third for the anchor. Linking enCaption3 to your electronic newsroom system allows it to automatically access current and historical script information to build a local dictionary which allows the system to improve accuracy over time - it literally gets better every day!

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**AGENDA ITEM BACKUP SHEET**  
**May 26, 2015**

**Board Meeting**

**TITLE:**                   **Adoption of Resolution No. 14/15-3060 – Establish a Special Reserve Fund for Postemployment Benefits**

**ITEM:**                   **Action**

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

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

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board adoption of Resolution No. 14/15-3060 to establish a special reserve fund for Postemployment Benefits.

**RATIONALE:**

In accordance with Governmental Accounting Standards Board (GASB) 34 regulations, the California Department of Education has established a new fund, which is not a fiduciary trust fund, to account for retirement benefits. The Orange County Department of Education, in complying with the said code sections, has established fund 20 for this purpose.

These benefits will now be accounted for in a Special Reserve Fund for Postemployment Benefits with the County Treasurer.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Adopt Resolution No. 14/15-3060 to establish a special reserve fund for Postemployment Benefits.





I, Richard L. Miller, Ph.D., Secretary to the Board of Trustees of the Santa Ana Unified School District of Orange County, California hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 26th day of May, 2015.

IN WITNESS OF I have hereunto set my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2015.

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Richard L. Miller, Ph.D.,  
Secretary of the Board of Trustees  
Santa Ana Unified School District



## AGENDA ITEM BACKUP SHEET

May 26, 2015

### Board Meeting

**TITLE:** Authorization to Reject and Rebid Bid Package 1001.1 at Fremont Elementary School Under Emergency Repair Program

**ITEM:** Action

**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 and Rebid Bid Package 1001.1 at Fremont Elementary School Under Emergency Repair Program. See Exhibit A for explanation of bid package.

#### RATIONALE:

Legal advertisements of notice calling for bids were placed with the *Orange County Register* on March 20 and March 27, 2015. The Construction Management, architects, and staff are in agreement that bid be rejected.

Bid Package:	Contractor:	Description:
1001.1	Reject and Rebid	Roofing Replacement

#### FUNDING:

N/A

#### RECOMMENDATION:

Authorize staff to Reject and Rebid Bid Package 1001.1 at Fremont Elementary School Under Emergency Repair Program.



## ERP Projects

FREMONT ERP 1001.1- REJCT AND REBID		
Ceilings		
Bidder Name	Base Bid Amount	Lowest Bid
J.L. Cobb Painting & Construction	\$ 878,000.00	
Cal City Construction, Inc.	\$ 1,150,000.00	
Total		\$ -

**Authorization to Reject and Rebid Bid Package 1001.1 at Fremont Elementary School Under Emergency Repair Program**

**Bid Package 1001.1**

Staff is requesting to reject and rebid. This scope of work will be value engineered and rebid with anticipated project savings.

## AGENDA ITEM BACKUP SHEET

May 26, 2015

### Board Meeting

**TITLE:** Authorization to Reject and Rebid Bid Package 1602 at Lathrop Intermediate School Under Emergency Repair Program

**ITEM:** Action

**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 and Rebid Bid Package 1602 at Lathrop Intermediate School Under Emergency Repair Program. See Exhibit B for explanation of bid package.

#### RATIONALE:

Legal advertisements of notice calling for bids were placed with the *Orange County Register* on March 20 and March 27, 2015. The Construction Management, architects, and staff are in agreement that bid be rejected.

Bid Package:	Contractor:	Description:
1602	Reject and Rebid	Concrete/Asphalt

#### FUNDING:

N/A

#### RECOMMENDATION:

Authorize staff to Reject and Rebid Bid Package 1602 at Lathrop Intermediate School Under Emergency Repair Program.



## ERP Projects

LATHROP ERP 1602- REJCT AND REBID		
Concrete/Asphalt		
Bidder Name	Base Bid Amount	Lowest Bid
Cal City Construction	\$ 377,000.00	

Total \$ -

## Exhibit B

### **Authorization to Reject and Rebid Bid Package 1602 at Lathrop Intermediate School Under Emergency Repair Program**

#### **Bid Package 1602**

Staff is requesting to reject and rebid. This scope of work will be value engineered and rebid with anticipated project savings.



## AGENDA ITEM BACKUP SHEET

May 26, 2015

### Board Meeting

**TITLE:** Authorization to Award Contract for Concrete/Asphalt Project at Adams Elementary School Under Emergency Repair Program

**ITEM:** Action

**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 award contract for Concrete/Asphalt Project at Adams Elementary School Under Emergency Repair Program.

#### RATIONALE:

Legal advertisements of notice calling for bids were placed with the *Orange County Register* on March 20 and March 27, 2015. On May 13, 2015, bid day, the District received one bid. Staff is in agreement that the listed contractor represents the lowest bidder. This bid amount is within budget.

Bid Package	School	Contractor	Bid Amount
2101	Adams ES	Ben's Asphalt	\$135,085.00

#### FUNDING:

State Emergency Repair Program: \$135,085.00

#### RECOMMENDATION:

Authorize staff to award contract to Ben's Asphalt for Bid Package No. 2101 at Adams Elementary School Under Emergency Repair Program.

JD:ym



## ERP Projects

Adams ERP 2101		
Concrete/Asphalt		
Bidder Name	Base Bid Amount	Lowest Bid
Ben's Asphalt	\$ 135,085.00	\$ 135,085.00

Total \$ 135,085.00



## AGENDA ITEM BACKUP SHEET

May 26, 2015

### Board Meeting

**TITLE:** Authorization to Award Contracts for Roofing Projects at Lincoln, Martin, Remington, and Roosevelt Elementary Schools and Lathrop, Spurgeon, and Willard Intermediate Schools Under Emergency Repair Program

**ITEM:** Action

**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 award contracts for Roofing Projects at Lincoln, Martin, Remington, and Roosevelt Elementary Schools and Lathrop, Spurgeon, and Willard Intermediate Schools Under Emergency Repair Program.

#### RATIONALE:

At its January 27, 2015 meeting, the Board authorized staff to obtain bids for Emergency Repair Program projects. Legal advertisements of notice calling for bids were placed with the *Orange County Register* on March 20 and 27, 2015. On May 13, 2015, bid day, the District received twenty one bids. Staff is in agreement that the listed contractors represent the lowest bidders. These bid amounts are within budget.

Bid Package	School	Contractor	Bid Amount
2301	Lincoln ES	Best Contracting Services, Inc.	\$446,480.00
1701	Martin ES	Letner Roofing Company	\$723,000.00
1901	Remington ES	Best Contracting Services, Inc.	\$442,190.00
2501	Roosevelt ES	Best Contracting Services, Inc.	\$315,900.00
1601	Lathrop IS	Letner Roofing Company	\$621,000.00
3001	Spurgeon IS	Best Contracting Services, Inc.	\$713,250.00
2001	Willard IS	Best Contracting Services, Inc.	\$720,160.00
	Total		\$3,981,980.00

#### FUNDING:

State Emergency Repair Program: \$ 3,981,980.00

**RECOMMENDATION:**

Authorize staff to award contracts to Best Contracting Services, Inc. for Bid Package No. 2301 at Lincoln Elementary, Letner Roofing Company for Bid Package No. 1701 at Martin Elementary, Best Contracting Services for Bid Package No. 1901 at Remington Elementary, Best Contracting Services, Inc. for Bid Package No. 2501 at Roosevelt Elementary, Letner Roofing for Bid Package No. 1601 at Lathrop Intermediate, Best Contracting Services, Inc. for Bid Package No. 3001 at Spurgeon Intermediate, and Best Contracting Services for Bid Package No. 2001 at Willard Intermediate School for a total of \$3,981,980.00 under the Emergency Repair Program.

## ERP Projects

Roosevelt ERP 2501		
Roofing		
Bidder Name	Base Bid Amount	Lowest Bid
<b>Best Contracting Services, Inc.</b>	<b>\$ 315,900.00</b>	<b>\$ 315,900.00</b>
Letner Roofing Company	\$ 476,000.00	

Lincoln ERP 2301		
Roofing		
Bidder Name	Base Bid Amount	Lowest Bid
Pacific Builders & Roofing dba WSP NON-RESPONSIVE (See Attachment A)	\$ 425,000.00	<b>\$ 446,480.00</b>
<b>Best Contracting Services, Inc.</b>	<b>\$ 446,480.00</b>	
C. I. Services, Inc.	\$ 596,000.00	
Letner Roofing Company	\$ 960,000.00	

Willard ERP 2001		
Roofing		
Bidder Name	Base Bid Amount	Lowest Bid
<b>Best Contracting Services, Inc.</b>	<b>\$ 720,160.00</b>	<b>\$ 720,160.00</b>
Letner Roofing Company	\$ 807,000.00	
WSP Roofing	\$ 1,100,000.00	

Remington ERP 1901		
Roofing		
Bidder Name	Base Bid Amount	Lowest Bid
<b>Best Contracting Services, Inc.</b>	<b>\$ 442,190.00</b>	<b>\$ 442,190.00</b>
WSP Roofing	\$ 482,000.00	
Letner Roofing Company	\$ 517,000.00	

Spurgeon ERP 3001		
Roofing		
Bidder Name	Base Bid Amount	Lowest Bid
<b>Best Contracting Services, Inc.</b>	<b>\$ 713,250.00</b>	<b>\$ 713,250.00</b>
Letner Roofing Company	\$ 811,000.00	
WSP Roofing	\$ 1,185,000.00	

## ERP Projects

Lathrop ERP 1601		
Roofing		
Bidder Name	Base Bid Amount	Lowest Bid
<b>Letner Roofing Company</b>	<b>\$ 621,000.00</b>	<b>\$ 621,000.00</b>
Best Contracting Services, Inc.	\$ 681,500.00	
WSP Roofing	\$ 947,000.00	

Martin ERP 1701		
Roofing		
Bidder Name	Base Bid Amount	Lowest Bid
<b>Letner Roofing Company</b>	<b>\$ 723,000.00</b>	<b>\$ 723,000.00</b>
Best Contracting Services, Inc.	\$ 790,700.00	
WSP Roofing	\$ 805,000.00	

Total \$ 3,981,980.00





# Santa Ana Unified School District

*Facilities & Governmental Relations*  
*Joe Dixon, Assistant Superintendent*

**Richard L. Miller, Ph.D.**  
**Superintendent**

## *Memorandum*

Date: May 14, 2015  
To: Todd Butcher  
From: Albert Bolanos  
Subject: ERP Projects- Lincoln Bid Package 2301

On Wednesday May 13, 2015, staff opened bids for the above referenced project and Pacific Builders & Roofing dba WSP roofing was the apparent low bidder for Bid Package 2301. A detailed review revealed that the bidder had failed to be prequalify prior to the bid opening, as stated in the public notice calling for bids.

Because Pacific Builders & Roofing dba WSP Roofing was not prequalified during time of bid, staff is recommending to the Board of Education that the bid be deemed non-responsive and that this project be awarded to the next lowest responsive bidder, Best Contracting Services, Inc.

1601 East Chestnut Avenue, Santa Ana, CA 92701-6322, (714) 480-5357

John Palacio, President • Cecilia "Ceci" Iglesias, Vice President  
Valerie Amezcua, Clerk • José Alfredo Hernández J.D., Member • Rob Richardson, Member



## **AGENDA ITEM BACKUP SHEET**

**May 26, 2015**

### **Board Meeting**

**TITLE:** Authorization to Award Contract for After-School Enrichment Program Provider Services for 2015-18 School Years

**ITEM:** Action

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

**PREPARED BY:** Jennifer Cisneros, Director, Extended Learning Programs  
Jonathan Geiszler, Director, Purchasing

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#### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board authorization to award a contract for after-school enrichment program provider services for the 2015-18 school year.

The California Department of Education (CDE) After School Education and Safety (ASES) Program and the 21<sup>st</sup> Century Learning Centers Grant fund the establishment of local before and after school education and enrichment programs. These programs are created through partnerships between schools and local community resources to provide literacy, academic enrichment, and safe constructive alternatives for students in kindergarten through eighth grades. The after-school program provides an opportunity to merge school reform strategies with community resources. The goal is to support local efforts to improve assistance to students and broaden the base of support for education in a safe, constructive environment. The program creates incentive for establishing locally driven after-school education and enrichment programs supportive of LCAP goal 1.10: Support Extended Learning Opportunities for Low-Income Pupils.

#### **RATIONALE:**

The After School Education and Safety (ASES) funding requires enrichment opportunities are available to all participating students. On March 2, 2015 a Request for Proposal (RFP) was released for after school enrichment program provider services. The RFP was advertised, as legally required, in the *Orange County Register*. Eight (8) submitters attended the mandatory submitters meeting and received bid documentation, seven (7) submitters responded to the RFP.

The seven proposals were reviewed by an after school team, consisting of individuals who currently work in after school throughout Orange County, including representation from Orange County Department of Education, Garden Grove Unified School District, and Brea Olinda Unified School District.

The proposals that received a score of 80 or more points were invited to present and interview with an evaluation committee, on Thursday, April 2, 2015. The evaluation committee viewed presentations and asked a series of questions to five agencies; Active Learning, Discovery Cube,

Boys & Girls Clubs of Santa (two proposals submitted), Toyama Karate-Do, and Jose Hernandez Mariachi Academy. The committee consisted of seven members – three district administrators, an Orange County Department of Education representative, a California Department of Education representative, a Garden Grove Unified School District Representative, and a Brea Olinda School District Representative. The evaluation committee scored presentations and interview responses out of 70 points. Administration recommends awards to Boys & Girls Clubs of Santa Ana, Active Learning, Discovery Cube, Toyama Karate-Do, and Jose Hernandez Mariachi Academy. The outcome of the evaluation results were as follows:

<b>Composite Score</b>		
	<b>Agency</b>	<b>Score</b>
1	Active Learning	161/170
2	Boys & Girls Club of Santa Ana (Future Leaders)	151/170
3	Discovery Cube	150/170
4	Boys & Girls Club of Santa Ana (Arts & Culture)	150/170
5	Toyama Karate-Do	148/170
6	Jose Hernandez Mariachi Academy	146.5/170

## **FUNDING:**

After School Education and Safety (ASES) grants:

	<b>Agency</b>	<b>Amount</b>
1	Active Learning	\$565,333
2	Boys & Girls Club of Santa Ana (Future Leaders)	\$512,457
3	Discovery Cube	\$599,684
4	Boys & Girls Club of Santa Ana (Arts & Culture)	\$512,457
5	Toyama Karate-Do	\$478,440
6	Jose Hernandez Mariachi Academy	\$298,476
<b>Total</b>		<b>\$2,966,847</b>

## **RECOMMENDATION:**

Authorize administration to award contracts for after school enrichment program provider services, pursuant to RFP No. 15-15 for the 2015-18 school years, to Active Learning, Boys & Girls Clubs of Santa Ana (Future Leaders), Discovery Cube, Boys & Girls Clubs of Santa Ana (Arts & Culture), Toyama Karate-Do, and Jose Hernandez Mariachi Academy. The vendor selection is in compliance with Board Policy.

# Enrichment Provider Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Active Learning** hereinafter referred to as “ENRICHMENT PROVIDER.”

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, ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER: **Will provide The ABC's of Healthy Living visual and performing arts dance instruction for the District's Engage 360 after School Program. The instruction will take place in the expanded learning program at all K-8 sites for the period of July 1, 2015 thru June 30, 2018. Services will be provided per the terms of RFP # 15-15 Board Approved April 28, 2015.**
2. Term. ENRICHMENT PROVIDER shall commence providing services under this AGREEMENT on **7/1/2015** and will diligently perform as required and complete performance by **6/30/18**.
4. Compensation. DISTRICT agrees to pay the ENRICHMENT PROVIDER for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$565,333 yearly**. DISTRICT shall pay ENRICHMENT PROVIDER 30 days after receipts of ENRICHMENT PROVIDER invoice and with approval of a District representative.
4. Expenses. DISTRICT shall not be liable to ENRICHMENT PROVIDER for any costs or expenses paid or incurred by ENRICHMENT PROVIDER in performing services for DISTRICT except as follows: **N/A**
5. Independent Contractor. ENRICHMENT PROVIDER, in the performance of this AGREEMENT, shall be and act as an independent contractor. ENRICHMENT PROVIDER 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. ENRICHMENT PROVIDER 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. ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER's employees.

7. Materials. ENRICHMENT PROVIDER 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  
ENRICHMENT PROVIDER'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. ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER and shall not be copied in whole or in part from any other source, except that submitted to ENRICHMENT PROVIDER by DISTRICT as basis for such services.

8. Copyright/Trademark/Patent. ENRICHMENT PROVIDER 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. ENRICHMENT PROVIDER consents to use of ENRICHMENT PROVIDER's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

The DISTRICT may terminate this AGREEMENT without cause after written notice is provided by DISTRICT to ENRICHMENT PROVIDER informing ENRICHMENT PROVIDER of the DISTRICT'S intent to terminate the AGREEMENT, this notice will be provided no less than (60) days prior to the final date of services requested by the DISTRICT. 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 ENRICHMENT PROVIDER; or (b) any act by ENRICHMENT PROVIDER exposing the DISTRICT to liability to others for personal injury or property damage; or (c) ENRICHMENT PROVIDER is adjudged bankrupt, ENRICHMENT PROVIDER makes a general assignment for the benefit of creditors or a receiver is appointed due to ENRICHMENT PROVIDER'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 ENRICHMENT PROVIDER. 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: ENRICHMENT PROVIDER 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:

(d) 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 ENRICHMENT PROVIDER or any person, firm or corporation employed by the ENRICHMENT PROVIDER, 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.

- (e) 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 ENRICHMENT PROVIDER, or any person, firm or corporation employed by the ENRICHMENT PROVIDER, 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.
- (f) 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, ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER and DISTRICT against liability or claims of liability, which may arise out of the AGREEMENT. In addition, ENRICHMENT PROVIDER 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, ENRICHMENT PROVIDER 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. ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER pursuant to this AGREEMENT shall not be assigned by the ENRICHMENT PROVIDER.

14. 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. ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER, ENRICHMENT PROVIDER's



business, and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

14. Permits/Licenses. ENRICHMENT PROVIDER and all ENRICHMENT PROVIDER'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. ENRICHMENT PROVIDER, if an employee of another public agency, agrees that ENRICHMENT PROVIDER 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. ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER 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 Ave  
Santa Ana, CA 92701**

ENRICHMENT PROVIDER:

**Active Learning  
14 Surfside Ct.  
Newport Beach, CA 92663**

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 **27<sup>th</sup> Day of May 2015**.

DISTRICT:

ENRICHMENT PROVIDER:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed. D.

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

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

Deputy Superintendent, Operations, CBO

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

5/26/2015

\_\_\_\_\_  
Board Approval Date

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

# Enrichment Provider Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Boys and Girls Club of Santa Ana** hereinafter referred to as “ENRICHMENT PROVIDER.”

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, ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER: **Will provide Boys and Girls Club Future Leader Academy and Arts instruction for the District’s Engage 360 after School Program. The instruction will take place in the expanded learning program at all K-8 sites for the period of July 1, 2015 thru June 30, 2018. Services will be provided per the terms of RFP # 15-15 Board Approved May 26, 2015.**
2. Term. ENRICHMENT PROVIDER shall commence providing services under this AGREEMENT on **7/1/2015** and will diligently perform as required and complete performance by **6/30/18**.
3. Compensation. DISTRICT agrees to pay the ENRICHMENT PROVIDER for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$512,457 yearly**. DISTRICT shall pay ENRICHMENT PROVIDER 30 days after receipts of ENRICHMENT PROVIDER invoice and with approval of a District representative.
4. Expenses. DISTRICT shall not be liable to ENRICHMENT PROVIDER for any costs or expenses paid or incurred by ENRICHMENT PROVIDER in performing services for DISTRICT except as follows: **N/A**
5. Independent Contractor. ENRICHMENT PROVIDER, in the performance of this AGREEMENT, shall be and act as an independent contractor. ENRICHMENT PROVIDER 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. ENRICHMENT PROVIDER 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. ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER's employees.

6. Materials. ENRICHMENT PROVIDER 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** ENRICHMENT PROVIDER'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. ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER and shall not be copied in whole or in part from any other source, except that submitted to ENRICHMENT PROVIDER by DISTRICT as basis for such services.

8. Copyright/Trademark/Patent. ENRICHMENT PROVIDER 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. ENRICHMENT PROVIDER consents to use of ENRICHMENT PROVIDER'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 ENRICHMENT PROVIDER only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by ENRICHMENT PROVIDER. Notice shall be deemed given when received by the ENRICHMENT PROVIDER or no later than three days after the day of mailing, whichever is sooner.

The DISTRICT may terminate this AGREEMENT without cause after written notice is provided by DISTRICT to ENRICHMENT PROVIDER informing ENRICHMENT PROVIDER of the DISTRICT'S intent to terminate the AGREEMENT, this notice will be provided no less than (60) days prior to the final date of services requested by the DISTRICT. 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 ENRICHMENT PROVIDER; or (b) any act by ENRICHMENT PROVIDER exposing the DISTRICT to liability to others for personal injury or property damage; or (c) ENRICHMENT PROVIDER is adjudged bankrupt, ENRICHMENT PROVIDER makes a general assignment for the benefit of creditors or a receiver is appointed due to ENRICHMENT PROVIDER'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 ENRICHMENT PROVIDER. 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: ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER or any person, firm or corporation employed by the ENRICHMENT PROVIDER, 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 ENRICHMENT PROVIDER, or any person, firm or corporation employed by the ENRICHMENT PROVIDER, 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, ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER and DISTRICT against liability or claims of liability, which may arise out of the AGREEMENT. In addition, ENRICHMENT PROVIDER 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, ENRICHMENT PROVIDER 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. ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER pursuant to this AGREEMENT shall not be assigned by the ENRICHMENT PROVIDER.

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. ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER, ENRICHMENT PROVIDER's

business, and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

14. Permits/Licenses. ENRICHMENT PROVIDER and all ENRICHMENT PROVIDER'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. ENRICHMENT PROVIDER, if an employee of another public agency, agrees that ENRICHMENT PROVIDER 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. ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER 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 Ave  
Santa Ana, CA 92701**

ENRICHMENT PROVIDER:

**Boys and Girls Club of Santa Ana  
950 W. Highland  
Santa Ana, CA 92703**

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 **27<sup>th</sup> Day of May 2015**.

DISTRICT:

ENRICHMENT PROVIDER:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed. D.

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

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

Deputy Superintendent, Operations, CBO

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

5/26/2015

\_\_\_\_\_  
Board Approval Date

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



# Enrichment Provider Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Discovery Cube Orange County** hereinafter referred to as “ENRICHMENT PROVIDER.”

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, ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER: **Will provide STEM focused instruction in Life, Earth and Physical sciences as well as engineering, technology and math for the District’s Engage 360 after School Program. The instruction will take place in the expanded learning program at all K-8 sites for the period of July 1, 2015 thru June 30, 2018. Services will be provided per the terms of RFP # 15-15 Board Approved April 28, 2015.**
2. Term. ENRICHMENT PROVIDER shall commence providing services under this AGREEMENT on **7/1/2015** and will diligently perform as required and complete performance by **6/30/18**.
5. Compensation. DISTRICT agrees to pay the ENRICHMENT PROVIDER for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$599,684 yearly**. DISTRICT shall pay ENRICHMENT PROVIDER 30 days after receipts of ENRICHMENT PROVIDER invoice and with approval of a District representative.
4. Expenses. DISTRICT shall not be liable to ENRICHMENT PROVIDER for any costs or expenses paid or incurred by ENRICHMENT PROVIDER in performing services for DISTRICT except as follows: **N/A**
5. Independent Contractor. ENRICHMENT PROVIDER, in the performance of this AGREEMENT, shall be and act as an independent contractor. ENRICHMENT PROVIDER 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. ENRICHMENT PROVIDER 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. ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER's employees.

8. Materials. ENRICHMENT PROVIDER 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  
ENRICHMENT PROVIDER'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. ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER and shall not be copied in whole or in part from any other source, except that submitted to ENRICHMENT PROVIDER by DISTRICT as basis for such services.

8. Copyright/Trademark/Patent. ENRICHMENT PROVIDER 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. ENRICHMENT PROVIDER consents to use of ENRICHMENT PROVIDER's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

The DISTRICT may terminate this AGREEMENT without cause after written notice is provided by DISTRICT to ENRICHMENT PROVIDER informing ENRICHMENT PROVIDER of the DISTRICT'S intent to terminate the AGREEMENT, this notice will be provided no less than (60) days prior to the final date of services requested by the DISTRICT. 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 ENRICHMENT PROVIDER; or (b) any act by ENRICHMENT PROVIDER exposing the DISTRICT to liability to others for personal injury or property damage; or (c) ENRICHMENT PROVIDER is adjudged bankrupt, ENRICHMENT PROVIDER makes a general assignment for the benefit of creditors or a receiver is appointed due to ENRICHMENT PROVIDER'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 ENRICHMENT PROVIDER. 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: ENRICHMENT PROVIDER 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:

(g) 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 ENRICHMENT PROVIDER or any person, firm or corporation employed by the ENRICHMENT PROVIDER, 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.

- (h) 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 ENRICHMENT PROVIDER, or any person, firm or corporation employed by the ENRICHMENT PROVIDER, 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.
- (i) 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, ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER and DISTRICT against liability or claims of liability, which may arise out of the AGREEMENT. In addition, ENRICHMENT PROVIDER 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, ENRICHMENT PROVIDER 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. ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER pursuant to this AGREEMENT shall not be assigned by the ENRICHMENT PROVIDER.

15. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER, ENRICHMENT PROVIDER's

business, and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

14. Permits/Licenses. ENRICHMENT PROVIDER and all ENRICHMENT PROVIDER'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. ENRICHMENT PROVIDER, if an employee of another public agency, agrees that ENRICHMENT PROVIDER 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. ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER 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 Ave  
Santa Ana, CA 92701**

ENRICHMENT PROVIDER:

**Discovery Cube Orange County  
2500 North Main Street  
Santa Ana, CA 92705**

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 **27<sup>th</sup> Day of May 2015**.

DISTRICT:

ENRICHMENT PROVIDER:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed. D.

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

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

Deputy Superintendent, Operations, CBO

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

5/26/2015

\_\_\_\_\_  
Board Approval Date

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

# Enrichment Provider Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Boys and Girls Club of Santa Ana** hereinafter referred to as “ENRICHMENT PROVIDER.”

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, ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER: **Will provide Boys and Girls Club Arts and Culture Academy program instruction for the District’s Engage 360 after School Program. The instruction will take place in the expanded learning program at all K-8 sites for the period of July 1, 2015 thru June 30, 2018. Services will be provided per the terms of RFP # 15-15 Board Approved May 26, 2015.**
2. Term. ENRICHMENT PROVIDER shall commence providing services under this AGREEMENT on **7/1/2015** and will diligently perform as required and complete performance by **6/30/18**.
3. Compensation. DISTRICT agrees to pay the ENRICHMENT PROVIDER for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$512,457 yearly**. DISTRICT shall pay ENRICHMENT PROVIDER 30 days after receipts of ENRICHMENT PROVIDER invoice and with approval of a District representative.
4. Expenses. DISTRICT shall not be liable to ENRICHMENT PROVIDER for any costs or expenses paid or incurred by ENRICHMENT PROVIDER in performing services for DISTRICT except as follows: **N/A**
5. Independent Contractor. ENRICHMENT PROVIDER, in the performance of this AGREEMENT, shall be and act as an independent contractor. ENRICHMENT PROVIDER 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. ENRICHMENT PROVIDER 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. ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER's employees.

6. Materials. ENRICHMENT PROVIDER 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  
ENRICHMENT PROVIDER'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. ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER and shall not be copied in whole or in part from any other source, except that submitted to ENRICHMENT PROVIDER by DISTRICT as basis for such services.

8. Copyright/Trademark/Patent. ENRICHMENT PROVIDER 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. ENRICHMENT PROVIDER consents to use of ENRICHMENT PROVIDER'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 ENRICHMENT PROVIDER only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by ENRICHMENT PROVIDER. Notice shall be deemed given when received by the ENRICHMENT PROVIDER or no later than three days after the day of mailing, whichever is sooner.



The DISTRICT may terminate this AGREEMENT without cause after written notice is provided by DISTRICT to ENRICHMENT PROVIDER informing ENRICHMENT PROVIDER of the DISTRICT'S intent to terminate the AGREEMENT, this notice will be provided no less than (60) days prior to the final date of services requested by the DISTRICT. 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 ENRICHMENT PROVIDER; or (b) any act by ENRICHMENT PROVIDER exposing the DISTRICT to liability to others for personal injury or property damage; or (c) ENRICHMENT PROVIDER is adjudged bankrupt, ENRICHMENT PROVIDER makes a general assignment for the benefit of creditors or a receiver is appointed due to ENRICHMENT PROVIDER'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 ENRICHMENT PROVIDER. 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: ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER or any person, firm or corporation employed by the ENRICHMENT PROVIDER, 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 ENRICHMENT PROVIDER, or any person, firm or corporation employed by the ENRICHMENT PROVIDER, 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, ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER and DISTRICT against liability or claims of liability, which may arise out of the AGREEMENT. In addition, ENRICHMENT PROVIDER 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, ENRICHMENT PROVIDER 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. ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER pursuant to this AGREEMENT shall not be assigned by the ENRICHMENT PROVIDER.

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. ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER, ENRICHMENT PROVIDER's

business, and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

14. Permits/Licenses. ENRICHMENT PROVIDER and all ENRICHMENT PROVIDER'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. ENRICHMENT PROVIDER, if an employee of another public agency, agrees that ENRICHMENT PROVIDER 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. ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER 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 Ave  
Santa Ana, CA 92701**

ENRICHMENT PROVIDER:

**Boys and Girls Club of Santa Ana  
950 W. Highland  
Santa Ana, CA 92703**

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 **27<sup>th</sup> Day of May 2015**.

DISTRICT:

ENRICHMENT PROVIDER:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Stefanie P. Phillips, Ed. D.

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
5/26/2015

\_\_\_\_\_  
Board Approval Date

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

# Enrichment Provider Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Toyama Karate-Do** hereinafter referred to as “ENRICHMENT PROVIDER.”

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, ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER: **Will provide their Youth Developing Self-Discipline through Martial Arts & Fitness program for the District’s Engage 360 after School Program. The instruction will take place in the expanded learning program at all K-8 sites for the period of July 1, 2015 thru June 30, 2018. Services will be provided per the terms of RFP # 15-15 Board Approved April 28, 2015.**
2. Term. ENRICHMENT PROVIDER shall commence providing services under this AGREEMENT on **7/1/2015** and will diligently perform as required and complete performance by **6/30/18**.
6. Compensation. DISTRICT agrees to pay the ENRICHMENT PROVIDER for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$478,440 yearly**. DISTRICT shall pay ENRICHMENT PROVIDER 30 days after receipts of ENRICHMENT PROVIDER invoice and with approval of a District representative.
4. Expenses. DISTRICT shall not be liable to ENRICHMENT PROVIDER for any costs or expenses paid or incurred by ENRICHMENT PROVIDER in performing services for DISTRICT except as follows: **N/A**
5. Independent Contractor. ENRICHMENT PROVIDER, in the performance of this AGREEMENT, shall be and act as an independent contractor. ENRICHMENT PROVIDER 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. ENRICHMENT PROVIDER 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. ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER's employees.

9. Materials. ENRICHMENT PROVIDER 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  
ENRICHMENT PROVIDER'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. ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER and shall not be copied in whole or in part from any other source, except that submitted to ENRICHMENT PROVIDER by DISTRICT as basis for such services.

8. Copyright/Trademark/Patent. ENRICHMENT PROVIDER 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. ENRICHMENT PROVIDER consents to use of ENRICHMENT PROVIDER's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

The DISTRICT may terminate this AGREEMENT without cause after written notice is provided by DISTRICT to ENRICHMENT PROVIDER informing ENRICHMENT PROVIDER of the DISTRICT'S intent to terminate the AGREEMENT, this notice will be provided no less than (60) days prior to the final date of services requested by the DISTRICT. 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 ENRICHMENT PROVIDER; or (b) any act by ENRICHMENT PROVIDER exposing the DISTRICT to liability to others for personal injury or property damage; or (c) ENRICHMENT PROVIDER is adjudged bankrupt, ENRICHMENT PROVIDER makes a general assignment for the benefit of creditors or a receiver is appointed due to ENRICHMENT PROVIDER'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 ENRICHMENT PROVIDER. 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: ENRICHMENT PROVIDER 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:

- (j) 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 ENRICHMENT PROVIDER or any person, firm or corporation employed by the ENRICHMENT PROVIDER, 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.

- (k) 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 ENRICHMENT PROVIDER, or any person, firm or corporation employed by the ENRICHMENT PROVIDER, 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.
- (l) 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, ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER and DISTRICT against liability or claims of liability, which may arise out of the AGREEMENT. In addition, ENRICHMENT PROVIDER 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, ENRICHMENT PROVIDER 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. ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER pursuant to this AGREEMENT shall not be assigned by the ENRICHMENT PROVIDER.

16. 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. ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER, ENRICHMENT PROVIDER's



business, and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

14. Permits/Licenses. ENRICHMENT PROVIDER and all ENRICHMENT PROVIDER'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. ENRICHMENT PROVIDER, if an employee of another public agency, agrees that ENRICHMENT PROVIDER 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. ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER 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 Ave  
Santa Ana, CA 92701**

ENRICHMENT PROVIDER:

**Toyama Karate-Do  
2525 N. Grand Ave, Suite Z  
Santa Ana, CA 92705**

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 **27<sup>th</sup> Day of May 2015**.

DISTRICT:

ENRICHMENT PROVIDER:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed. D.

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

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

Deputy Superintendent, Operations, CBO

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

5/26/2015

\_\_\_\_\_  
Board Approval Date

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

# Enrichment Provider Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Jose Hernandez Mariachi Academy** hereinafter referred to as “ENRICHMENT PROVIDER.”

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, ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER: **Will provide introductory instruction in mariachi music-making genre and cultural awareness for the District’s Engage 360 after School Program. The instruction will take place in the expanded learning program at all 6-8 sites for the period of July 1, 2015 thru June 30, 2018. Services will be provided per the terms of RFP # 15-15 Board Approved April 28, 2015.**
2. Term. ENRICHMENT PROVIDER shall commence providing services under this AGREEMENT on **7/1/2015** and will diligently perform as required and complete performance by **6/30/18**.
7. Compensation. DISTRICT agrees to pay the ENRICHMENT PROVIDER for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$298,476 yearly**. DISTRICT shall pay ENRICHMENT PROVIDER 30 days after receipts of ENRICHMENT PROVIDER invoice and with approval of a District representative.
4. Expenses. DISTRICT shall not be liable to ENRICHMENT PROVIDER for any costs or expenses paid or incurred by ENRICHMENT PROVIDER in performing services for DISTRICT except as follows: **N/A**
5. Independent Contractor. ENRICHMENT PROVIDER, in the performance of this AGREEMENT, shall be and act as an independent contractor. ENRICHMENT PROVIDER 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. ENRICHMENT PROVIDER 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. ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER's employees.

10. Materials. ENRICHMENT PROVIDER 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  
ENRICHMENT PROVIDER'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. ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER and shall not be copied in whole or in part from any other source, except that submitted to ENRICHMENT PROVIDER by DISTRICT as basis for such services.

8. Copyright/Trademark/Patent. ENRICHMENT PROVIDER 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. ENRICHMENT PROVIDER consents to use of ENRICHMENT PROVIDER's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

The DISTRICT may terminate this AGREEMENT without cause after written notice is provided by DISTRICT to ENRICHMENT PROVIDER informing ENRICHMENT PROVIDER of the DISTRICT'S intent to terminate the AGREEMENT, this notice will be provided no less than (60) days prior to the final date of services requested by the DISTRICT. 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 ENRICHMENT PROVIDER; or (b) any act by ENRICHMENT PROVIDER exposing the DISTRICT to liability to others for personal injury or property damage; or (c) ENRICHMENT PROVIDER is adjudged bankrupt, ENRICHMENT PROVIDER makes a general assignment for the benefit of creditors or a receiver is appointed due to ENRICHMENT PROVIDER'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 ENRICHMENT PROVIDER. 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: ENRICHMENT PROVIDER 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:

(m) 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 ENRICHMENT PROVIDER or any person, firm or corporation employed by the ENRICHMENT PROVIDER, 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.

- (n) 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 ENRICHMENT PROVIDER, or any person, firm or corporation employed by the ENRICHMENT PROVIDER, 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.
- (o) 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, ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER and DISTRICT against liability or claims of liability, which may arise out of the AGREEMENT. In addition, ENRICHMENT PROVIDER 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, ENRICHMENT PROVIDER 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. ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER pursuant to this AGREEMENT shall not be assigned by the ENRICHMENT PROVIDER.

17. 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. ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER, ENRICHMENT PROVIDER's

business, and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

14. Permits/Licenses. ENRICHMENT PROVIDER and all ENRICHMENT PROVIDER'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. ENRICHMENT PROVIDER, if an employee of another public agency, agrees that ENRICHMENT PROVIDER 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. ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER 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 Ave**

**Santa Ana, CA 92701**

ENRICHMENT PROVIDER:

**Jose Hernandez Mariachi Academy**

**provided by The Mariachi Heritage Society**

**10926 Rush St., Suite C**

**South El Monte, CA 91733**

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 **27<sup>th</sup> Day of May 2015**.

DISTRICT:

ENRICHMENT PROVIDER:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Stefanie P. Phillips, Ed. D.

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
5/26/2015

\_\_\_\_\_  
Board Approval Date

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



## **After School Enrichment Program Provider Services Executive Summary**

The vision of Santa Ana Unified School District's Engage 360° after school program is to work collaboratively and comprehensively with staff, parents, and the community to strengthen a learning environment focused on raising the achievement of all students and preparing them for success in college and career. The mission is to provide SAUSD students with a safe environment that is a true extension of the academic school day. Students will engage in meaningful, academic support, varied enrichment, nutrition and physical activities that will accelerate student outcomes linked to the District's Local Control Accountability Plan (LCAP) Goals.

In an effort to partner with community providers who share the same vision, mission, and goals as well as provide unique, quality enrichment opportunities, SAUSD engaged in a comprehensive Request for Proposal (RFP) process. This process required all submitters to address the following: program design, elements of high quality programming, organizational design, program evaluation, budget, and success and sustainability. The proposals were scored by a selection committee and the highest scoring advanced to an interview and presentation. As a result, the following community providers are recommended for awards: Active Learning, Boys & Girls Clubs of Santa Ana - Arts & Culture, Boys & Girls Clubs of Santa Ana - Future Leaders, Toyama Karate-Do, Discovery Cube, and Jose Hernandez Mariachi Academy.

### **Active Learning**

Active Learning combines visual and performing arts and culture that are wrapped around 21st Century skills, such as collaboration, critical thinking, communication, and creativity, to help students become college and career ready. The program will operate for six-weeks at elementary and intermediate schools and focus on classical and cultural dance—ballet, tap, jazz, hip hop, break dance, pop & lock, African, Latin, Polynesian, Bollywood, Swing, Contemporary, Folklorico, Lyrical, Musical theater, Cheer, Interpretive plus many more and object manipulatives- props, literacy, poetry and art—and fitness (yoga, Pilates, Zumba) that are all combined with art from around the world. Within the core of the structure, students gain a comprehensive cardio-fitness workout and learn Common Core State Standards intertwined with healthy messages for individuals, emotionally, physically and mentally. Beyond dance, the program offers enrichment education in music, rhythm, arts/crafts, theater, and socialization, which are all showcased at the culminating performances.

Cost: \$565,333.00

### **Boys & Girls Clubs of Santa Ana, Future Leaders Academy**

Future Leaders Academy is a customized enrichment strategy consisting of four different 6-week programs and is a segment of the enrichment programs from the traditional BGCSA Impact Model. Each of the four programs incorporates the use of technology, global awareness, STEM, and college and career readiness concepts. Each of the four components of the Future Leaders Academy develops students' use of 21<sup>st</sup> Century Skills such as communication, collaboration and critical thinking and engages students in college and career.

Cost: \$512,457.00

**Discovery Cube**

Discovery Cube's proposed STEM-focused enrichment program will include a comprehensive and integrated approach to investigate and learn about not only all fields of science, such as Life Science, Earth Systems Science, and Physical Science (including Chemistry), but will incorporate engineering design, practices, and challenge along with an exploration of technology and math. Additionally, Discovery Cube's program utilizes an engaging and strong academic platform providing student's with STEM knowledge and encouragement to pursue these fields of interest while also implementing language-acquisitions strategies, teamwork, and positive habits of mind, such as problem-solving, persistence, and creativity.

Cost: \$599,684.00

**Boys & Girls Clubs of Santa Ana, Arts & Culture Exploration**

Arts & Culture Exploration is a customized enrichment strategy, consisting of two Boys & Girls Clubs of America national programs—DramaMatters Afterschool and Youth for Unity—and a multimedia enhancement that will be adapted to fit the Engage 360° program model. Each of the three components will be offered separately throughout the week and will work in concert with each other to engage participants from elementary to intermediate school grades in the art of drama, learning about cultures and diversity, and the use of multimedia while learning about and researching college majors, careers and colleges related to Arts and Culture.

Cost: \$512,457.00

**Toyama Karate-Do**

Toyama Karate-Do's after school program is called "Youth Developing Self-Discipline through Martial Arts & Fitness" (YDSDMA). Their mission is to collaborate in the common core efforts, LCAP goals, and the seven building blocks of SAUSD by providing martial arts lessons as a tool to guide student's energy, motor skills, and mental capacity to learn and understand the importance of confidence, concentration, focus, respect, values, physical fitness, discipline, leadership, nutrition, and safety. Toyama offers specialized movement which then transfers over to creating great students that will perform better in school because they are ready to learn with no limitations and focus. The types of programs offered by Toyama in elementary include Tiger Karate for Kst-2<sup>nd</sup> and Eagle Karate for 3rd-4th-5<sup>th</sup>. For intermediate schools, they offer Jr. Karate, Kick Boxing, and Dynamic Martial Arts.

Cost: \$478,440.00

**Jose Hernandez Mariachi Academy**

The Jose Hernandez Mariachi Academy curriculum provides intermediate students with an exceptional introductory educational experience that expands their cultural awareness and promotes a lifelong appreciation for music and music-making. Students will be introduced to music of the mariachi genre through the singing of traditional songs and the playing of instruments inherent to the mariachi ensemble. Those instruments include violin, trumpet, guitar, vihuela and guitarron.

Cost: \$298,476.00

### **Intramural Sports—Intermediate Schools Only**

The Intramural Sports program is facilitated by the Special Projects department who works in collaboration with Extended Learning to ensure students enrolled in the Engage 360° have the opportunity to attend. To expand access, the intramural sports is not provided solely for Engage 360° students, rather, it is a parallel program that is offered to all intermediate students at all intermediate schools. Engage 360° students have the opportunity to participate in sports as an enrichment option, with certificated coaches. Intramural consists of six seasons (approximately six weeks each), and include Cross Country, Flag Football, Girls Volleyball, Girls Basketball, Boys Soccer, Street Hockey\*, Girls Soccer, Boys Basketball, and Track and Field. Below you will find a table of the number of students that participated in each sport:

School	Cross Country	Boys' Foot ball	Girls' Volley ball	Boys' Soccer	Girls' Basket ball	Boys' Basket ball	Girls' Soccer	Hockey	Track & Field (April-May)
CARR	40	60	40	80	60	60	60	40	
LATHROP	40	40	20	40	20	40	60	15	
MACARTHUR	40	40	60	40	40	40	40	N/A	
MCFADDEN	40	60	40	40	40	40	40	40	
MENDEZ	40	40	60	80	60	60	80	N/A	
SIERRA	80	40	20	40	40	40	20	N/A	
SPURGEON	40	20	40	20	40	40	40	N/A	
VILLA	60	60	40	60	60	80	60	N/A	
WILLARD	20	40	40	60	40	40	40	15	
<b>TOTAL</b>	400	400	360	460	400	440	360	110	<b>APPROX</b> 400+ @ tournament

\*Hockey is only offered at four schools due to the limited equipment donated from the Anaheim Ducks.





# Active Learning

The ABC's of Healthy Living

## **SAUSD After School Enrichment Provider Proposal 2015**

**Active Learning**

[www.activelearningusa.org](http://www.activelearningusa.org)

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**Active Learning** provides 4 specific segments to educate participants on lifelong wellness strategies:

Segment 1-Physical Activities (range: Infants/toddlers, K-12 as well as parents/seniors); Segment 2- Early Childhood and Elementary PE (range: toddlers-Pre K, K-5 as well as classroom teachers); Segment 3- Creative Movement and Dance Education(range: toddlers-Pre K, K-12 as well as classroom teachers & parents/seniors); and Segment 4- Fitness and basic nutrition education for adults and seniors(range: adults 18 years +).

**Our Mission:** **Active Learning** is dedicated to creating, implementing, and evaluating programs that promote lifelong health and wellness, improving the quantity and quality of dance education and physical activity for children as well as teachers and parents who positively impact children's lives.

**Our Goal:** Our goal is to provide comprehensive education in dance and fitness through creative movement, technical workshops, cultural diversity, performing arts and emotional wellness.

The following proposal focuses on applying **Active Learning** as an enrichment provider of After-School Education for K-8 in the Santa Ana Unified School District. Our program provides specialized movement in dance education and combines visual and performing arts and culture that are wrapped around 21<sup>st</sup> Century skills to help students become college and career ready. We are offering six-week programs for elementary and intermediate schools in classical and cultural dance (ballet, tap, jazz, hip hop, break dance, pop & lock, African, Latin, Polynesian, Bollywood, Swing, Contemporary, Folklorico, Lyrical, Musical theater, Cheer, Interpretive plus many more and object manipulatives- props, literacy, poetry and art), fitness (yoga, Pilates, zumba) that are all combined with art from around the world.

## 1. Program Design:

The **Active Learning Dance Program** is designed to provide strategies and guidelines to increase the quantity and quality of classical and cultural dance education. We offer safe, proper and unique activities for children and their caregivers. The separate components within the **Active Learning** program provide essential goals to enlighten children about lifelong wellness within dance and fitness education. Through a range of creative master dance classes, children learn to respect who they are now and imagine the person they will become.

**Active Learning (AL)** hires college students and graduates that are masters in the fields of dance, fitness and musical theater in addition to having a background working with children and/or striving to become teachers. The hiring criterion is based on their education and experience. As a partner with local community colleges, Cal State's and Universities, **AL** recruits and retains staff through Dance, Kinesiology, Theater, Human Service and Education departments.

Along with education and experience, **AL** teachers are extensively trained in our comprehensive curriculum, classroom structure and management skills. The instructional methods are based on a progressive curriculum that is specifically aligned with the CA Health and Dance Standards and integrated with CA Common Core Standards in English, Language Arts, Literacy, History/Social Science, Math subjects.

Our research based, classroom practiced lessons, and structured schedules set our program apart from any other dance class. Within the core of the structure, students gain a comprehensive cardio-fitness workout, learn CCS standards intertwined with healthy messages for individuals, emotionally, physically and mentally. We focus on positivity throughout each lesson so students feel successful. (instead of "Don't" we say "Remember to") Beyond dance, we are culturally diverse in our programs offering enrichment education in music, rhythm, arts/crafts, theater, socialization and much more, which are all showcased at the culminating performances.

While motivating students for healthy lifestyles, our program integrates art, music and movement into captivating lessons that promote creative expression and bring reading and math concepts alive. Each hands-on learning class encompasses the development of English-Language skills & opportunities for children to:

- Apply **Literacy** using literature and games that focus on sounds, letters, blends, and words to build reading and writing skills-journal writing.
- **Math** Skills counting whole numbers, learning timing & rhythm , shapes , body in space, use of props.
- Develop **Cultural Awareness** in dance and music by exploring international dances and music.
- Practice creative dance styles that are **aligned with CA and National Dance Standards**
- Learn **Science/Coordinated Health & Nutrition**

The **Active Learning Dance Enrichment Program** will compliment SAUSD's Engage 360 program as a whole by working collaboratively and comprehensively with staff, parents and other community partners to strengthen the learning environment focused on raising the achievement of all students and preparing them for success in college and career.

Through dance education aligned with SAUSD mission and goals, linked to the 3 LCAP overarching goals, **Active Learning** gives children and adolescents a chance to learn a variety of specialized skills that will enhance the development of their individuality and unique characters. A report in 2013 from ArtWorks showing evidence on the impact of dance in the K-12 setting stated:

*The conclusions include that the arts build capacities that develop 21<sup>st</sup> Century skills in students and provide constructivist learning experiences for them. Longingly concludes: (1) the arts improve the school climate; (2) the arts' comprehensive tasks challenge students; (3) the arts turns schools into communities. (Overview Reports on the Benefits of Arts in Education; Evidence Report on impact of dance;1999, page 16)*

**LCAP GOAL 1: Our students need the knowledge, skills, and values to become productive citizens in the 21st century.**

Movement is essential to the learning processes, cognitive and optimal brain development. The body-brain connection lays the foundation for lifelong learning. Dance provides a multi-sensory experience that allows for deep learning and an aesthetic pathway for all students to communicate understanding through movement. Students understand dance as a universal language bridging culture, place and time. Dance students learn creativity, leadership, collaboration, acceptance, critical thinking, problem-solving, empathy, metacognition, self discipline and self esteem while celebrating culture, history and diversity.

According to recent studies from the California County Superintendents Educational Services Association (CCESA) regarding arts education in and out of the school day demonstrate the relationship between engagement in the visual and performing arts and cognitive capacities, motivation to succeed academically, and effective social behavior. CCESA urges every school to weave dance, music, theatre, and visual arts into the fabric of the curriculum, providing all students with a comprehensive education.

*The arts in after school programs provide critical tools In an ever changing global economy, after school programs that include the arts are focusing on developing student skills needed in the 21<sup>st</sup> century workplace, i.e. problem-solving, critical thinking, transfer, teamwork and cooperative planning.*

**LCAP GOAL 2: All students have equitable access to high quality curricular and instructional program that is accessible from school and home.**

**Active Learning** is devoted to SAUSD students, with approximately 60% of students as English learners, who may lack the resources or opportunities to access meaningful enrichment in art and specifically dance education. Our hands-on learning lessons, actively engage the students in the learning process, which is our priority. We offer enrichment in dance and art education to compliment the daily activities and collectively work with Engage 360 to cultivate a meaningful after school program that provides equitable access to all SAUSD K-8 students. Along with Engage 360s' high quality curricular and instructional program, we integrate valuable dance education so that each child has access to homework help, nutritious snacks, physical education and enrichment.

Over a 6-week series of dance and art education, students learn fundamental skills in technique and practice choreographed dances that are showcased at the culminating performances. For more opportunities for students to access dance education from home, we provide breakdown of choreography and dance skills on our YouTube channel and provide students with online resources.

- Valerie Rodriguez 4<sup>th</sup> grade student Monroe Elementary:  
"I taught my cousins the moves I learned"
- Alberto R. 1<sup>st</sup> grade student Thorpe Elementary:  
"When my mom plays music, I am not shy anymore and I dance at home with her!"

We also invite parents to volunteer and join our classes and activities offered. In addition we teach students fun take home crafts that inspire the whole family to move such as dance around the world game, dance charades and body

telephone. **Active Learning's** dance program includes active parent participation in many events. This helps establish family togetherness and motivates both parent and child to bond through achievement and feeling good. Each activity is designed to relate positive experience in physical activity. This has a direct benefit for nurturing the family unit with healthy messages, at home and in the school environment.

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

**Active Learning** dance education has been operating for over 15 years with 0% injuries. With more than 9 years in the after school programs in SAUSD, our physically safe programs are proven through our partnership and collaboration, which facilitates our excellence in defining secure physical space. By administering ongoing professional development trainings with our direct staff, teachers understand the importance of classroom organization and structure, administering effective classroom management and supervision for students' success. The key to our outline of safety procedures is the sequential operation of our program set up. This includes the classroom plan before, during and after class.

Our commitment to SAUSD students is to increase the quantity and quality of enrichment in dance education to link with current lessons during the school day. We are dedicated to a lifetime of preparing students and teachers for success to be college and career ready. Our safe and developmentally appropriate practices personalize the learning experience for each student. With a strong and efficient infrastructure, we continually assess and monitor program details to implement best practices for student achievement. Our expertise in research and curriculum development aligns the Common Core State Standards with Health and Dance. We will work collaboratively and extensively with SAUSD, stakeholders and our community partners to strengthen student learning.

**Active Learning's** program concentrate on efforts to ensure high-quality, personalized learning and instruction. Our Dance Curriculum is divided into different classes based on the CA Dance & Health Standards integrated with the Common Core State Standards to ensure the appropriate developmental level for each grade is met and implemented through our structured classes.

We make a significant impact on students within the 6-week rotation at the elementary and intermediate level, by teaching meaningful lessons that students find connections to each lesson culturally, emotionally and through art. Our curriculum builds in a 6-week series that begins with foundational skills in a dance style or a combination of several. The genre(s) are then methodically explored and analyzed through a multitude of activities and projects that merge art, expression, self awareness and end with a culminating performance.

Each class is constructed based on the developmentally appropriate needs of the students in elementary and intermediate grades. Activities are designed to enhance the implementation of the Common Core State Standards through active learning, creative movement and object manipulation with health and dance education. What really sets us apart from any other dance program is our implementation of healthy messages throughout our lessons that also include a comprehensive warm-up, cardiovascular and strength activity as well as a cool down portion that offers yoga and relaxation. By attending classes daily and moving in structured formats students improve and increase physical activity levels so they're ready to learn. This exceeds state mandated PE Minutes (*CA State Board of Ed- requires 200 PE minutes every 10 days or more*). Students also achieve socialization skills by making friends and connecting with their teachers and are able to consciously understand their bodies in space, how nutritious choices optimize their growth and have something to look forward to as an emotional and physical outlet each day.

Each hands-on learning class encompasses the development of English-Language skills as well as providing opportunities for children to explore, create and innovate their ideas through movement:

- Elementary and Intermediate students have the chance to apply literacy concepts by using literature to discover emotional connections in art and movement; choreograph poetry and stories through movement and dance.
- Students will practice Math-CCS skills by using:
  - Sequence and Patterns: through rhythms and dance choreography
  - Problem Solving: by creating dance patterns, exploring body shapes, levels in space and working in groups and partners.
  - Addition/Subtraction/Multiplication and Division: by creating dance patterns in boxes of 32 counts each
  - Explore corners, angles and turns  
(A corner is where two edges meet or where one edge turns and changes to a different direction. Edges are straight and consequently, corners are sharp.)  
"Make a corner with your elbow."



What is the space in between the two arm bones called? (Angle)

"Make a corner with your knee."

"Find another way to make a corner with your body." Find another way to make lots of right angles".

- **AL** instructors integrate Science/Coordinated Health CA standards and Nutrition by teaching:
  - The Human Body, muscles, lungs and heart
  - The Heart Rate
  - Nutrition and it's affect on personal performance
- History/Social Science and cultural awareness are taught to children and adolescents through lessons about:
  - International History of different cultural dances, music and art.
  - Classical dance styles and art through time.
- Socio-emotional skills are achieved through character education, team work by:
  - Working in groups, team work
  - Working in partners
  - Independent practice and following instruction
  - Multitasking by creating, following and learning new styles of dance
  - Practicing patience by watching and critiquing others
  - Becoming more self confident by having the opportunity to master skills in a supportive environment
  - Practicing Perseverance by working through different choreography and live performance
  - Learning simple, non-competitive, non-threatening dance choreography
  - Finding an outlet for emotions and behavioral problems

The instructional methods are outlined in our class structures:

**Table 1:**

Elementary/Middle School Schedule		
6-week Agenda	5-Day Week Agenda	45-60 Minutes Class Agenda
<ul style="list-style-type: none"> <li>• Week 1-Intro to dance workshop</li> <li>• Week 2-Fundamental skills and technique</li> <li>• Week 3-Exploring the Elements of Dance</li> <li>• Week 4- Applying what we learned into Choreography</li> <li>• Week 5-Creating and Critiquing</li> <li>• Week 6-Practice and Performance</li> </ul>	<p><b>Mondays</b> Intro to Cultural/Classical Dance</p> <p><b>Tuesdays</b> Cultural/Classical Dance</p> <p><b>Wednesdays</b> Arts/Crafts Dance Activity</p> <p><b>Thursdays</b> Theater-Dance Game</p> <p><b>Family Fridays</b> Cultural/Classical Dance</p>	<p><b>Introduction-Review (Health Standards)</b> 10 minutes</p> <p><b>Dance Fitness Warm Up</b> 10 minutes</p> <p><b>CCS-Dance Standard Activity</b> 15 minutes</p> <p><b>Dance Choreography</b> 10 minutes</p> <p><b>Cool Down, Stretch-Yoga</b> 5 minutes</p> <p><b>Review &amp; Journal Art (Health/CCS/Dance Standards)</b> 10 minutes</p>

For elementary students, classes are structured in segments to provide meaningful learning that is student centered. Classes are separated by grade level spans: Kindergarten to 2nd grade and 3rd-5th grade. Depending on sites however, some exceptions are made for combination groups such as Kindergarten-1st, 2nd-3rd graders and 4th-5th graders together. For Intermediate schools, classes are 60 minutes and students are usually grouped together. Individual sites may differ and we are happy to accommodate the needs of the students according to the site details. In all classes students are taught motor and mental skills in a multitude of formats encompassed with classical and cultural styles for a wide variety of fitness and dance education. By participating in class and working in their journals, each grade level will:

- *Discover* what they already know about dance and choose a goal of what they want to learn by the end of the session.
- *Identify, discuss* and *demonstrate* an understanding of the elements of dance.
- *Create* movement patterns by themselves, with partners and/or in groups that will be showcased at the performance.

- Learn brief history and cultural aspects about various dance genres.
- Critique novice (with classmates) and professional dance performances (either through video, fieldtrip or live performers).

**Active Learning**, use student performance as a means to teach students to grow and develop into performers and informed and thoughtful audience members. Students discover through dance that their bodies are capable of expressing a multitude of thoughts, ideas and experiences.

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## 2. Elements of High Quality Programming:

Program Leadership: **Active Learning's** Executive Director and Program Coordinator will oversee individual dance teachers per site and continually link with administrators to ensure programs are of the highest quality centered around four main elements of the program environment a) Linkages to the school day and positive relationships, b) high quality staff c) safe environment and appropriate physical space, d) high interest programming

a) Linkages to the school day: **Active Learning (AL)** maintains strong collaborative partnerships with the school through regularly scheduled meetings, email and other communication means. In order to promote team building, provide leadership support, and communicate with staff, the Executive Director and Program Coordinator will make and maintain contact with the site principal, site coordinators and school administration to ensure ongoing synchronization and parent interaction between the school day and **AL** programs.

The Executive Director and Program Coordinator will meet with school administration and introduce the assigned dance teachers, review the program details that include the desired grade levels and secure a physically safe space on site for the activities (usually held in the MPR or Library). This also acquaints the dance teachers with the site location and space details. We also learn the individual school site behavioral procedures and adopt them into our classes to extend behavior management into the after school program from what students are learning during the school day. Team leaders will frequently visit the site to maintain quality of service and enhance student learning environment. The Executive Director and Program Coordinator regularly communicate with site administration to ensure that procedures and policies for both **Active Learning** and school day staff are working harmoniously together.

The Executive Director will make recurrent visits throughout the 6-week sessions during school year to experience, observe and evaluate the activities at the site and to facilitate regular communication with the Program Coordinator and school day staff. The Program Coordinator and dance teachers will link with parents and students to create an inviting and welcoming program environment for families. During student pick up, the Program Coordinator and dance teachers will collaborate with parents on their child(ren)'s behavior and progress and invite them to family dance fitness classes every Friday and culminating performances at the end of the 6-week program.

Each site will receive a printed welcome packet, also available online, that includes **Active Learning's** outline of curriculum with online resources, dance strategies, policies and procedures, journal writing ideas and practice tools for students and families to do at home. The lesson tools offered include: custom made music with appropriate content that can be downloaded online from the **AL** website; You Tube video tutorials and an outline of objectives from our curriculum aligned with the CA Common Core Standards incorporating Literacy, History/Social Science, Science and Math as well as the CA Health and Dance standards.

Our program policy and procedure standards are adopted from the *Generic Mentoring Program Policy and Procedure Manual Effective Strategies for Providing Youth Mentoring in Schools and Communities* ( Linda Ballasy, Mark Fullop, and Michael Garringe Published by: The Hamilton Fish Institute on School and Community Violence &The National Mentoring Center at Northwest Regional Educational Laboratory supported by the Office of Juvenile Justice and Delinquency Prevention, U.S. Department of Justice, Revised 2007)

One of the cornerstones of **Active Learning's** program is a policy and procedure manual that provides governance and guidance in the delivery of services. This research-based and best practices manual specifically addresses its purpose, rules, and procedures. There are many important facets to administering a quality program and written policies and procedures contribute greatly to the long-term stability and safety of our program by:

- Providing documentation of our organization's vision and operating principles. Providing staff with clear guidelines on how to administer a program. Detailed with step-by-step instructions on how to administer our program activities and clearly defines staff roles, agency expectations, and routine operating guidelines.
- Addressing risk management issues. We provide clear and explicit instructions on how every part of our program will be administered. Our policy and procedure manual will help eliminate uncertainties concerning how to safely, effectively, and consistently run the program.
- Ensuring consistent operations. By clearly detailing, in writing, how our program is run, we minimize organizational knowledge loss and program disruption.
- Serving as a baseline for continuous improvement. Our program continuously examines its services for improvement structure of current program practices.

For school day staff we provide a manual that reflects our policies, which require our classes be held indoors to minimize external noise and other distractions, keep equipment clean and offer a safer space and environment for the students to allow for floor work during classes. Each site will differ and certain exceptions to this policy can be made to accommodate the student's safety and maximize activities. Classes are structured by developmentally appropriate age groups (K-2; 3-5, 6, 7-8) and broken up into segments as shown in **Table 1.0**.

**b) High Quality Staff:** The **Active Learning (AL)** teachers lead participants through creative movement, dance and physical activities and educate students in various dance genres including technique, footwork and performance. We hold the highest standards for the quality in **AL** staff. **Active Learning** hires college students and graduates that have intentions of working with children and find joy in teaching children. Our teachers get to know their students and modify their lessons to meet their needs. Staff expectations and program measurements are continually monitored with varied evaluations and assessments at each site, for student growth and **AL** teacher conduct. **AL** expectations are met by extensively training and supporting staff so they know what is expected of them and what their job responsibilities are before working with students.

**Active Learning** has partnered with local campuses in and around Orange County such as California State Universities, Fullerton and Long Beach; University of California, Irvine and local community colleges that link a teacher certificate program with the dance departments such as Orange Coast College, Cypress, Coastline, Santa Ana and Cerritos College. In addition we have an ongoing internship program with California State University, Fullerton where interns have the opportunity to work with children in dance and gain college credit through various assignments. We have also recently partnered with Santa Ana High school to recruit high school dance students to participate and learn the aspects of teaching dance to children from experts. We have had so much success that two of our former **Active Learning** students are currently assistant teachers in the program. **AL** participates in seasonal career fairs and also enlists with numerous talent agencies. Often, staff report "This is my dream job", "The pay is great!", "I excel in my college courses from this work".

In compliance with the requirements of the Elementary and Secondary Act (NCLB), **Active Learning** hires committed individuals that demonstrate professionalism and instructional vision by attending mandatory monthly professional development trainings and seasonal dance/fitness and PE conferences to support and strengthen student learning and achievements, which is monitored through program and staff evaluations. Furthermore, teachers are required to follow the set curriculum aligned with the Dance, Health and Common Core State Standards along with custom music provided by **Active Learning** as well as write lesson plans, create dance routines and film You Tube video tutorials to showcase their choreography.

**c) Safe and Appropriate Environment:** As a proud community partner with over 9 years in the SAUSD After School Programs and 0% injuries, our physically safe programs are proven by communicating effectively with site administration to secure physical space during each enrichment rotation. Our ongoing professional development trainings outline the importance of classroom organization and structure, and guide teachers in creating effective classroom management and supervision for student's success. The basis to our framework of safety procedures is the sequential operation of our program structure and classroom strategies before, during and after:

- Recruit, hire and train qualified teachers: teachers are trained extensively in classroom management and organization strategies to capitalize on student learning.
- Scope out space details: for physical safety, the room must have adequate space for activities to be conducted safely. This is usually held in the MPR or Library.

- Classroom organization-boundaries: equipment such as cones, poly spots, lines and more are used to give students a visual understanding of where to stand and what is expected of them while using personal and shared space.
- Classroom management strategies provided and enforced to maximize student learning environment.
- Supervision enforced with teacher assistants and management
- Communication with students on safety during class is clearly defined and taught as responsible and respectful behavior with rewarding results.

Prior to start date, the Program Coordinator and Executive Director examine each site's physical space and environment to ensure it is appropriately equipped for staff members to conduct a range of activities that promote both mental and physical wellness of participating students. The main aim is to make sure that students are in a safe, supervised environment. Then it is documented that site space is safe, clean, secure and in proper condition for use. Once adequate and comfortable space is secured, classroom organization procedures are revised and set up such as boundary markers, cones, lines or poly spots are set out to ensure students know where to go and what they are expected to do. Classroom management strategies are put into place through extensive staff trainings and best practices. Class is limited by age/developmental appropriateness and number of students. The classes are structured by grade level to ensure student's learning is maximized and to monitor implementation of best practices. Finally, policy procedures (linked with the school day) are communicated to students so they know what is expected of them and what the outcomes are (rewards, consequences). Supervision from additional staff is mandated to monitor student behavior and ensure directions are followed. Each site will vary in the number of enrichment partners need to comply with the 20:1 ratio, and our extensively trained teachers and assistants will provide a safe physical and emotional space for each child throughout the entire hours of program daily.

Our classroom management techniques have been adopted by many other programs as a source of gathering large groups of students and keeping their full attention in a safe, respectful and responsible way. **Active Learning** requires all the teachers to attend mandatory ongoing child development and classroom management trainings to ensure these techniques are contemporary and taught within each lesson and class. In addition, students learn about spatial cognition and awareness: participants learn how to safely move in shared and personal space with a stronger sense of body awareness.

**Active Learning** believes the awareness in our bodies can modify behavior and physical sensations. Do we dance differently if we had a tough day or a great day? According to an article in *Voice of OC* by Tracy Wood released on May 15, 2011 "A student's well-being is directly tied to achievement," stated Deputy Superintendent Cathie Olsky. "If you don't feel good, you're not going to do good."

**Active Learning** was born to create an emotionally supportive and safe environment for students. From the first day of class, teachers automatically set the tone of a learning environment for students and reward them for their participation and having fun. Children and adolescents also have the chance to perform for families and their peers. They learn the role of being an audience member and that of a performer. Together they share and support each other in performance and participation. Moreover, students gain the freedom of self expression through movement as a stress relief for psychosomatic wellness. Dance is a fun activity for children and adolescents and having fun is good for everyone. The positive social impact and connections students make with their peers in class also helps them develop an excellent sense of team work and socialization in a healthy environment while exercising. This helps students learn about lifetime fitness habits through group exercise and dance.

Furthermore, AL instructors are here to encourage the development of leadership and critical-thinking skills for the future by utilizing a technique called *Spaces*.

- Inner Space -self awareness and self esteem; activities taught to orient a child towards getting to know more about him/herself (**ex.** aerobic dance. How does my body feel? What does the activity do for the body?)
- Outer Space-facing the unknown, creativity, problem-solving, creativity; encourages the explorer within a child (**ex.** throwing for distance. Throw a variety of different objects such as a ball, feather, scarf, paper airplane or ball of paper. Which object goes the greatest distance and why? Have kids measure and record distances. Does the person throwing the object affect the distance; does it matter if the activity is done inside or out?)
- Shared Space- creates opportunities for socialization and teamwork. How space is shared independently or in a group, resolve conflicts, use communication;(ex. Playing in a small circle with everyone standing as close together as possible. What happens when too many people try to share the same space?)

In every domain of development, there should be an awareness and emphasis on developing each of the spaces within a child. Spaces provides a perspective for looking at the world and preparing kids for a high-tech and global future. When we choose activities that also meet the developmental needs of the individual child, we are promoting optimal growth and development.

d) High Interest Programming: **Active Learning** identifies needs assessment and design a system to uphold a benchmark of quality learning services for student achievement and healthy lifestyles. One effective method used to recruit students for after school enrollment (since 2006) is the lunch time performances we offer. After a thrilling and colorful dance showcase, teachers interact with the student body through incentives and mass enrollment form distributions that have proven to raise ADA numbers for SAUSD after school programs. For more than 9 years **Active Learning** has serviced SAUSD schools, our class attendances have always exceeded the 85% goal at all sites. The offering of such programs has proven to raise and maintain attendance numbers throughout the year.

Our innovative games, lessons and modern music and movement activities attract students of all ages. In addition, we incorporate object manipulation into creative classical & cultural dance styles to give children and adolescents a chance to learn a variety of skills that will enhance the development of their individuality and unique characters. Many schools currently use **AL** services as a reward incentive for student achievement. With successful completion of the program, children develop a positive sense of self as well as a healthy physical and emotional outlook. Furthermore, we offer incentives that motivate students to come back such as awards for achievement. Our progressive curriculum builds each week, giving students the chance to excel in technique and various specialized skills in dance.

Parents are proud to have their children participate with **AL** for many reasons: safety after school with an emphasis on health and fitness education, body awareness, socialization skills, relief of stress through movement, cultural, musical and performing art appreciation as well as having fun. Parents see the growth of their children's skills at the family dance days and during the culminating performances. Students showcase what they learned each week and present their dance journals that highlight English-language skills and creative art expression..

MacArthur Fundamental reached out to **AL** to ensure program existence for 2012 Spring. With an upcoming visit from the CA Dept. of Education Portola Intermediate school in Orange, sought after our support to recruit and maintain attendance in the after school program. We were brought in for one month and grew a dance program that began with 11 students on day one to 37 in a matter of 4 weeks. Principals valued the immediate connection we made with the students, that they have partnered with us to provide seasonal award dance assemblies. CA Department of Education representative enjoyed the dance class so much that he participated for the full hour and had only positive comments to report about the program.

We pride ourselves with the uniqueness of setting healthy trends in schools and communities by updating our music, movements, lessons and games to the most contemporary styles that currently define the culture. **AL** teachers make an impressive appearance, appropriately uniformed in T-shirts and use the latest cartoon characters and media fads to enhance their lessons. In addition we provide a class structure that offers suspenseful cliff hangers each week to attract students' return and participation in the evolving curriculum with culminating events to showcase their progress, such as student performances in local parks or that are linked to You Tube, presentations by guest artists, healthy incentives and supportive awards.

### 3. Organizational Design

Capacity: **Active Learning** staff recruitment and retention is based on 3 main topics: a) program recruitment and hiring process; b) staff retention strategies and c) staff reviews.

a) Program Recruitment and Hiring Process: **Active Learning** has the capacity to recruit and hire staff through local universities and community college partnerships with dance, performing arts, Kinesiology and education departments. As a resource to **AL**, Orange Coast College, CSU, Fullerton & Long Beach, Chapman University, University of California, Irvine and Cypress Community College refer approximately 10-20 students, graduates and interns per semester as potential new hires and volunteers. Colleges also invite **AL** to recruit at seasonal career fairs. Resumes and job descriptions are available to SAUSD upon request.

b) Staff Retention Strategies: All of the staff describe an enjoyment of working with children and express that their job is a positive experience. **Active Learning** has had 85% of recurring staff applying to work in the same position and



100% renewal of re-hire with 40% maintained as active staff at current status, since 2006. Moreover, the majority of our recruitment and retention is from our very own staff which has enlisted 80% rate of new hires since 2006. **AL** teachers are so proud of their job, supporting student achievement and joy through dance; they constantly share any open job opportunities with their peers and colleagues. Moreover, we take pride in supporting our staff with:

- Ongoing trainings and online resources (staff portal on website, custom music, lessons and classroom management strategies)
- Offering academic credit and competitive salaries,
- Providing collaboration with management and direct service staff
- And an office library of equipment and educational tools to encourage creativity in lesson planning strategies.

c) Staff Reviews: Staff expectations and program measurements are continually monitored with varied evaluations and assessments at each site, for student growth and **AL** teacher conduct. **AL** expectations are met by extensively training and supporting staff so they know what is expected of them and what their job responsibilities are before working with students.

Staff Absence and Substitute Policy: In education we connect students to aspects of their culture. Active Learning teachers find rewards in serving the Santa Ana community, which is composed 60% of English learners. The fulfillment of connecting with students on a weekly basis creates a consistent relationship and establishes trust between the student and teacher. Instructor commitment and attendance is strongly enforced to comply with **AL** standards of excellence and expectations. In addition, our strategic placement of multiple instructors per site with assistants and substitute teachers maintain the 20:1 ratio and student's learning environment with consistent lessons. In the event in which a staff member is absent, classes are substituted by **AL** on call staff and Program Coordinator. For successful program implementation, teamwork is emphasized with **AL** staff and school day to work together for effective conflict resolutions. Consistent communication between the Executive Director, Program Coordinator, dance teachers and school day staff will help maintain a collaborative atmosphere both within the school day and with the after school programs.

Professional Development: **AL** teachers attend weekly professional development trainings to review and develop in the following ways:

- Creating and implementing comprehensive lesson plans to strengthen student achievement that are developmentally appropriate and aligned with the K-8 CA Common Core Standards.
- Gain an understanding of and practice hands-on classroom management skills, etiquette and professionalism in the school environment.
- Exposure to varied dance styles, teaching methods and working with other specialists in dance. (team teaching and mentors, master teachers and artists)
- Gain practical experiences that focus on establishing relationships with children and developing guidance and collaboration techniques in facilitating learning.
- Creatively express their talent, skills and passion by mentoring younger generations and by teaching dance as a profession.

**Active Learning** also offers contracted professional development trainings to classroom teachers, program leaders, site directors and parents as requested. By providing in-services for parents, teachers, administrators and more we teach them developmentally appropriate, realistic and simple ways of implementing daily physical activity, fitness and dance into education and exercising at school, work and home!

Communications/Information Dissemination: **Active Learning** program offerings, evaluations and research-based measurements are shared bi-annually with local partners in the community, through meetings, conferences, special events and workshops; posted on **AL** website and social media; provided to SAUSD and Santa Ana agency partnerships. Some community partners that we have worked with are OCDE-After School ASES programs, ONEOC, NuPAC (Nutrition and Physical Activity Coalition of OC), Network for a Healthy CA-OC County of Health Services, KID Healthy, Community Action Partnership of OC, **Active Learning** Advisory Council Members, The Heritage Museum of OC, The City of Santa Ana, Anaheim City USD, Boys and Girls clubs of Santa Ana, Anaheim Achieves, Orange County Head Start, Molina Healthcare-Inland Empire, TheStudioOC-Santa Ana, and many more. **AL's** Social Media Coordinator updates current performance results of program on website and other media outlets such as **Active Learning** Facebook and You Tube.

Evaluation results are shared with local partners, school personnel and parents through journals, performances and newsletters. One of the ways we implement the CA Common Core Standards is by encouraging journal writing and presentations on student's behalf; which are showcased in a culminating event/performance at the end of each semester. Parents, school personnel and community partners are invited to see the results of the program content, which are

physically demonstrated and presented with student produced journals. Bi-annual newsletters are delivered to community partners and school personnel through email to highlight success in achieving CA state mandated PE minutes, ADA increases, English-Language skills and motor and mental skill enrichment. Sites are encouraged to include newsletters with parent letters and announcements.

**Volunteers:** *Active Learning* has partnerships with local organizations such as ONEOC-volunteer center of OC, varied universities and community colleges in dance, performing arts, social services and education departments. Annual career fairs at the local college and university campuses invite **AL** to recruit potential volunteers and interns. Interns receive semester academic credit and volunteers build personal resumes.

Volunteers are invited to attend the monthly professional development trainings with potential for hire. In addition, they may be required to assist Program Coordinator with basic administrative duties and provide support to the assigned dance teachers on site. Part of the orientation process with **AL**, is for volunteers to shadow and assist master teachers at sites, help manage classes and perform dance choreography.

We also invite teachers and parents to volunteer daily in our programs. Opening up classes in the afterschool program to parents, will give us the opportunity to communicate openly with each other in order to measure and assess the best possible practices for student growth at school, at home and in the community. Furthermore, parents will have a firsthand view on the safety of their children during the program and will also have the opportunity to build trusting relationships based on respect, responsibility and results.

#### 4. Program Evaluation

*Active Learning's* dance education program strives for continuous improvement. Our evaluation plan is based around the Seven Building Blocks to SAUSD Success, preparing all students to be college and career ready. **AL** program expectations are clear, specific and overt so students know what is being asked of them and their achievements are tangible. Furthermore, after each lesson, unit, semester or year, we make any adjustments to improve student learning experiences. The evaluation plan runs in a series of 6-week daily programs per school year. It contains multiple measures to assess what SAUSD students per each grade level (K-8) know and can do with respect to various dance and fitness genres, aligned with the elements of dance and CA Dance Standards.

*Active Learning* utilizes periodic evaluations to identify program strengths and weaknesses throughout the school year as they are critical for the sustainability of the program, an instrument to inform constant self-improvement and evidence of program outcomes. We administer regular assessments to ensure continuous improvement and measure program effectiveness centered on a detailed plan for evaluation of program activities, staff performance, and student development. These are comprised on five assessment indicators 1) Method of evaluation for staff performance; 2) Method of evaluation for program activities; 3) Method of evaluation for student engagement; 4) Evaluation of students' improvement on academic achievement (based on the CA Dance Standards); and 5) Evaluation findings are used for program improvement.

##### **Clear Focus on Learning:**

- **AL Methods 2) 3) 4) & 5)** Evaluation findings are used for program activities, student engagement and achievement with reinforcement of academic achievement in our educational curriculum aligned with the California Dance and Health standards integrated multi-disciplinary subjects with Common Core Standards.
- **Data Sources Used:** both quantitative-rubrics and scales as well as qualitative-surveys on lesson objectives, activities, attitudes, personal interviews, observations and journals.
- **What is Measured:** Rubrics for performance objectives- skills mastered based on standards and scales to measure academic achievement improvement. Survey responses on attitudes-motivation of students behavior to attend, participate and perform, personal interviews-what students enjoy most about class structure, observations- progress in skills and journals-connecting to the CCS, English-language development, literacy and elements of dance.
- **How Used To Determine Success:** Pre and post tests will be administered at the beginning and end of the session as well as daily observations and self reflection journals to be implemented and monitored. May be used with a focus group.

##### **Comprehensive Accountability:**

- **AL Methods 1) 2) 3) 4) & 5)** Evaluation for program activities and for staff performance: growth of technical skills in dance, motor, mental and social skills, emotions and cognitive development with respect to movement.
- **Data Sources Used:** both quantitative-rubrics as well as qualitative-surveys on lesson objectives, observations and journals.

- **What is Measured:** Rubrics for skill improvements based on CA Dance Standards; Survey responses on lesson objectives, observations- progress in skills and journals-connecting to the CCS, English-language development, literacy, elements of dance and Health content standards.
- **How Used To Determine Success:** Pre and Post tests will be administered at the beginning and end of the session, as well as weekly surveys, observations and journals to be implemented and monitored on a daily basis. May be used with a focus group.

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#### Climate:

- **AL Methods 1), 2) 3)& 5)** Evaluation findings are used for program activities, improvement and for staff performance: Monitor class structure and environment, staff supervision, policy and regulations: *Respect, Responsibility, Results*.
- **Data Sources Used:** both quantitative-rubrics as well as qualitative-surveys on lesson objectives and observations.
- **What is Measured:** Rubrics on after-school safety: 1) Program space that is safe, clean and secure; 2) System is in place that keeps unauthorized people from taking students from the program; and 3) Students are carefully supervised. Survey responses on staff and student attitudes, observations on supervision and space.
- **How Used To Determine Success:** Extensive professional development trainings with an emphasis on classroom management, **AL** policies, student safety, class structure and environment are monitored regularly.

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#### Capital:

- **Methods 1), 2) & 5)** Evaluation findings are used for program activities, improvement and for staff performance: Identifies the resources necessary for high quality program outcomes.
- **Data Sources Used:** both quantitative-rubrics as well as qualitative-surveys on supplies necessary for program operation.
- **What is Measured:** Analysis based on program operation including in-direct and direct services, physical supplies (i.e. music, art, equipment/props) and needs assessment on professional development trainings for staff progress, fund allocation-what is most cost effective and strategies to lower costs. Site monitored to verify needs assessment for equipment and staff training.
- **How Used To Determine Success:** Pre and post budget analysis will be conducted at the beginning and end of each 6-week session as well as the school year. We will administer quarterly reports on needs assessment and fund allocation that determine most cost effective strategies for program quality.

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#### Communication:

- **Methods 2) 3) 4) & 5)** Evaluation findings are used for program activities, student engagement and achievement.
- **Data Sources Used:** both quantitative-rubrics as well as qualitative-surveys on lesson objectives, activities and observations.
- **What is Measured:** Rubrics for skill improvements based on CA Dance and Health standards. Survey responses on elements of dance and observations- progress in performance skills in technical specialized movement in dance and fitness; progression in fitness levels per grade level: cardiovascular, strength, flexibility and endurance training that focuses on teaching students ways to be active for a lifetime to strengthen a unified message and broaden the awareness of healthier lifestyles for the whole family.
- **How Used To Determine Success:** Pre and post tests will be administered at the beginning and end of the session as well as daily observations to be implemented and monitored.. May be used with a focus group.

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#### Community and Parent Involvement:

- **Methods 1), 4) & 5)** Evaluation findings are used for program activities, improvement and for staff performance: Implications of parent and family involvement. Culminating dance performances and family exercise classes will be held to promote togetherness and socialization skills at school sites and through community events. Partnerships with City of Santa Ana, Toyoma Karate Doe, American Cancer Society, SAUSD Parent Conference, Dad's University, Network for a Healthy CA, OC Healthcare Agency, KIDHealthy, CAPOC, as well as stakeholders invited to performances and student performances at community events.
- **Data Sources Used:** both quantitative-rubrics as well as qualitative-surveys on performance objectives and lessons to increase parent-child togetherness in program.
- **What is Measured:** Rubrics for attendance with respect to parent/family involvement. Survey responses from parents' attitudes towards student achievement, physical and emotional wellness and socialization skills.
- **How Used To Determine Success:** Pre and post tests will be administered at the beginning and end of the session, observations to be implemented and monitored on a daily basis. May be used with a focus group. Clear and concise reports will be administered to all stakeholders through quarterly reports, including background



information, all evaluation questions and descriptions, how data was analyzed, findings and conclusion with recommendations.

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**Commitment and Capacity:**

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- **Methods 1), 2) & 5)** Evaluation for staff performance and program activities. Assess number and type of mandated professional development trainings and monitor staff instruction to secure that staff competency is thriving for student success.
- **Data Sources Used:** both quantitative-rubrics as well as qualitative-surveys on staff attitudes and regular self-reflection and employee performance assessments.
- **What is Measured:** Rubrics for skill improvements based on developmentally appropriate activities for students, using CA Dance Standards, regular PBIS trainings, classroom management on safety and supervision, **AL** policies and standards. Survey responses on program, support, performance and professional development trainings and observations to monitor and reward staff success in implementing student-learning environment.
- **How Used To Determine Success:** Pre and post tests will be administered at the beginning and end of each training to measure student-learning outcomes, as well as ongoing observations at site to verify implementation of program goals based on **AL** policies and standards.

**Active Learning's** targeted audience is intended for SAUSD with approximately 60% of students as English learners. Our purpose is to identify students' engagement and achievement in technical motor skill competency and specialized movement in dance, as well as social skill development and joy of participation. This is especially important in documenting program outcomes. Overall satisfaction evaluations are also assessed among staff, students, and families and shared with SAUSD to ensure that expectations and the needs of all program participants are being met. Evaluation findings are consistently reviewed and made readily available in order to examine program progress.

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## 5. General Budget Information

Direct Services 20:1 Adult to Student Ratio	Elementary Based on 774 Students	Middle Based on 112 Students	Direct Services per year
	13 Enrichment Providers per Team of Sites	2 Enrichment Providers per Team of Sites	
Expert Artists in Dance and Fitness Education	134 regular days (4 hours) = 536 hours	137 regular days (4 hours) = 548 hours	177 school days
	43 modified days (5 hours) = 215 hours	40 modified days (5 hours) = 200 hours	5 days per week
	751 hours total	748 hours total	35.4 weeks
	751 hours/35.4 weeks	748 hours/35.4 weeks	\$292687.20 (elementary)
	21.2 hours per week	21.1 hours per week	\$44816.40 (Intermediate)
	\$30/hour x 21.2 hours =\$636/week	\$30/hour x 21.1 = \$633/week	
	\$636 week (35.4 weeks) = \$22514.40	\$633 week (35.4 weeks) = \$22408.20	
	\$22514.40 (13 teachers) = \$292687.20	\$22408.20 (2 teachers) = \$44816.40	
Total Direct Services per year			\$337503.60
In-Direct Services Oversight		Salary	Total Percent
	Executive Director 1.0 FTE per year	\$51394	(10%)
Total In-Direct Services per year			\$51394
Statutory & other Employee Benefits	Description	Cost	Total per year
Payroll taxes	Includes payroll, Social Security, Medical, Federal and State taxes per employee per year.	7.65% federal, 6.55% medical, 12.79% employer	\$91,092.22
Workman's comp. and Insurance		3.33%	\$54,772.58
Fingerprint & TB	per school year for each employee, interns, volunteers	\$54/FP and \$22 TB	\$4,740
Total Statutory & Other Benefits			\$150605

Professional Development	Description	Cost	Total per year
Classroom Management/Child Development Teacher Trainings	160 hours per teacher based on 25 teachers per school year	41 hours (\$12/hour) = \$912 \$492 (15 teachers) =	\$7,380.00
Contracted Services	Specialists/Artists to train staff on curriculum	\$150/expertise choreographers; 3 trainings per school year (3 to 4 hours each)	\$450.00
CPR		\$90 per teacher	\$0
<b>Total Professional Development</b>			<b>\$7830</b>
Supplies & Equipment	Description	Cost	Total per year
General school and art supplies	Journal and Art supplies to correspond with dance curriculum. Includes paper, markers, pencils, glue, notebooks based on 774 elementary students and 112 intermediate per rotation, total 6 rotations per year	886 students per rotation (6 rotation) = 5316 students \$1.12/per child (5316 students) = \$6000.00	\$6,000.00
Object Manipulatives	to correspond with curriculum. Includes scarves, bean bags, hula hoops	\$0.00	\$0.00
Transportation	not applicable	\$0.00	\$0.00
General operating	Music, USB/Aux Cables, Incentives for students; Copies/Print (Evaluations, Surveys, Parent Newsletters, SC and Site communication (i.e. schedules)	5316 students per school year (\$2.25 per child) = \$12000.00	\$12,000.00
<b>Total Supplies &amp; Equipment</b>			<b>\$18000</b>
<b>Total Direct</b>			<b>\$337,504</b>
<b>Total In Direct</b>			<b>\$51,394</b>
<b>Total Statutory &amp; Other Benefits</b>			<b>\$150,605</b>
<b>Total Professional Development</b>			<b>\$7,830</b>
<b>Total Supplies &amp; Equipment</b>			<b>\$18,000</b>
<b>Grand Total per Year</b>			<b>\$565,333</b>

### Costs per Participant per Day

We strive to give students the opportunities to explore self expression, relive pressures of daily life and to learn a lifestyle of health and fitness through dance. Our goal is to maintain dance exercise classes in all schools so students grow with the skills to be fit and healthy for life. In order to make this happen we provide our services at lower costs. Based on 774 children per elementary site the cost per child is \$3.13 per day or \$1.57 per hour and for 112 intermediate students the cost is \$2.37 per day or \$1.19 per hour. We want to help students learn through movement and dance, because it works.

### Adequate Resources Per Site

**Active Learning** uses little or no equipment so that students are sure to succeed. More than 9 years of service with SAUSD is evidence that there is a commitment of adequate resources per site for all participants in the after school program. All we need is space and the students; we will make the rest happen. For almost a decade, we have been serving all sites and continue to make it most convenient so that students have the chance to achieve, have fun and exercise.

The expenditures and spending costs to support program goals are fundamental to this organization. We feature the most current, up-to-date music and media trends as a vehicle to capture students' interests and guide them to what's really important, their health. To master this expertise and exploit pop culture, we devote necessary time in research, customizing and analyzing music and curriculum to make it appropriate and exceed student expectations. Children learn through association and music plays a significant role in sensory influence. Furthermore, our unique object manipulative activities inspire innate imagination and creativity is awakened. Our students learn fundamental physical skills in sports to the rhythm of musical beats, such as basketball hip hop, salsa soccer, kitchen calisthenics and animation station.

**Active Learning** offers many opportunities to provide in-kind services including grants, volunteers, services, and resources. Pending SAUSD approval, **AL's** goal for 2015-2016 school year is to pilot, document and measure student growth in published literature to be used as a model for sustainability and effective dance-fitness education for schools world-wide. Perspective donors highly consider funding our services due to the proven effects our program has on student success. We currently have been approved to provide services within the following categories: academic enrichment, health and wellness, mental health, physical health, PE, dance-performing arts, education, child development and early literacy through 21st Century, Prop 49, Title 1 and discretionary funds. Since Health content standards and nutrition messages with physical activities are integrated in all our lessons, we also apply for funding through the Network for a Healthy CA.

Other in-kind services and resources include but are not limited to: services and resources estimated at \$57,385 that consist of:

- **Annual community events** such as **SAUSD Parent Conference, Dad's University**, and other events highlighting student performances and dance competitions, **Party in the Park**. This FREE event held in Santa Ana each year, brings awareness to local parks and resources and encourages family togetherness in dance and fitness through fun filled activities like Zumba, yoga, field games, and music.
- **Annual visit, tour and presentation to** California State University Fullerton: Each year we are invited to highlight students from one elementary or intermediate school at CSU, Fullerton's conference *Arts at the Center of the 21<sup>st</sup> Century Education*. Families will be chosen from an SAUSD school to come out enjoy a tour of the college campus, enjoy a delicious lunch and perform as the main attraction.
- **Promotional Lunch Assemblies and Professional Dance Performances** at Intermediate schools and special events.
- **Operational, qualified Active Learning staff**- Professionally trained, degreed/certified dancers, choreographers, and experts in their fields as well as interns and volunteers.
- **Comprehensive lessons**- developmentally appropriate for children of various ages that build on each other for a culminating activity at end of program;
- **Dance Recital**- Each site will end with a culminating activity and performance where children will have the opportunity to showcase their hard work and journals.
- **Photography/Video**- Each dance recital is photographed and videotaped and by the end of each session, the site will receive a video footage compiled with pictures and video of the students.
- **Overtime**- help children finalize performances; practice and feel comfortable before recital;

- **Resources-** for site administrators including, lessons, You Tube videos, access to custom music online & much more;
- **Costumes-** Children will have the opportunity to make costumes for dance performances.
- **Travel and planning time-** ED and PC will rotate and manage sites to ensure standards are met.
- **Assessments and evaluations** to measure children's needs and abilities, as well as, outcomes of instruction .Evaluations and research based surveys
- **Guest choreographers**, professional dance crews and performances; (***program is not limited to dance; professional singers and actors also come out for special events***, etc.)
- **Rewards and incentive items** for students: Costumes T-shirts, CD's, hats, DVD's etc.

## 6. Success and Sustainability

Record of Success: **Active Learning** has partnered with a vast number of school districts and Community Based Organizations for over 16 years throughout California. Our programs are currently reaching great success in local school districts that include:

- SAUSD, Anaheim City, Centralia, Ocean View, La Habra City, Capistrano Unified, Huntington Beach Union High, Orange, Irvine, Newport-Mesa, and early childhood programs- Head Start, School Readiness, Kinder-Readiness.

### Santa Ana Community Involvement and Success

#### Parent/Family Success

**Santa Ana High School Dance Programs:** Odalys Sanchez is a former dance student from **Active Learning's** classes in both her elementary (Garfield) and intermediate (Villa) SAUSD schools and is currently a sophomore student at SA High and on the dance team. In partnership with SA High Dance department director, Odalys learned of a job with **Active Learning** and is currently serving as an assistant teacher in our program. She is the second student turned into teacher from our classes. *"I'm living my dream"* says Odalys on March 10, 2015.

**Party in the Park:** We sponsor annual events in the City of Santa Ana. **AL** creates, sponsors, and directs FREE and healthy community events to promote the health and wellness through dance and fitness for the entire family. Santa Ana residents and SAUSD students are thrilled to participate in this annual event. The 2012 Video footage was submitted to Let's Move! Campaign: *communities on the move- video challenge*. SAUSD students still approach us with positive memories from the event.

**KID Healthy-Parent/Teen Mendez Exercise Classes:** Exercise classes held at Mendez Fundamental during evenings lost capacity to retain the instructor and began losing attendance in the scheduled program. **Active Learning** supported KID Healthy, by taking over the program without delay. Bi-lingual instructors were recruited, hired and raised overall attendance for a total of 5 months from 11/2011-4/2012. Classes became so popular, parents brought in pre teens and teens to join.

### 2015 Community Events and In-Kind Services

- April 2015 **SAUSD Dad's University**
- May 2015 Relay for Life, American Cancer Society Santa Ana College, dance warm up
- March 21, 2015 Party in the Park 2 Memorial Park Santa Ana
- March 14, 2015 **21<sup>st</sup> Annual Parent Conference:** Villa Fundamental
- May 1, 2015 **Valley View High:** High School Inc. Health Academy Wellness Conference
- 2015-2016 **SAUSD Wellness Committee** volunteer
- January 24, 2015 Presented CSUF Arts at the Center of the 21<sup>st</sup> Century Education Conference  
Check out the footage of **Monroe** Students Performing: <https://www.youtube.com/watch?v=3adlOtt7yHU>
- 2014-2015 **Toyoma Partnership:** FREE Zumba Classes for SAUSD Families Every Saturday

### Other In-Kind Services

- February 2, 2012 Party in the Park 1 El Salvador Park

Check out the footage of SAUSD families: [https://www.youtube.com/watch?v=NOibB\\_NTSJ8](https://www.youtube.com/watch?v=NOibB_NTSJ8)

- 2013 Donated a 6-weeks Series of Family Dance Classes at SAUSD **Taft** Elementary funded by Dizzy Feet Grant
- 2011-2012 Donated exercise classes at **Mendez** Fundamental for SAUSD parents and teens
- May, 1 2011 Donated a full day of dance and exercise for **Valley View** High: High School Inc. Health Academy Wellness Conference
- 2010-2011 Donated dance classes for **Century and Valley View** High

#### School Education Success

- 2015 Certificate Of Participation CSUF Arts at the Center of the 21<sup>st</sup> Century Education Conference
- 2014 **National Community Leadership Award** President's Council on Fitness, Sports & Nutrition
- 2013 Certificate of Recognition **SAUSD** After School Programs
- Nominated for **Community Leader of the Year** by UCI.
- 2011 Certificate of Appreciation **SAUSD** Valley View
- 2011 Certificate of Appreciation **SAUSD** High School Inc. Health Academy Wellness
- 2010 Certificate of Participation International Federation of Physical Education Oceania Conference
- 2008 Hip Hop Dance Award Commonwealth Elementary School
- 2006-2007 Appreciation Award for Partnership and Support **SAUSD** After School Education and Safety Program.
- 2006 International Dance and Fitness Award Training of Trainers NFC - NESTA
- 2005 Innovator Of The Year **OCDE CAHPERD**
- 2004 Excellence in Health and Physical Education **SAUSD** Kinder Readiness Program.
- **OCDE & CAHPERD:** Working with over 11 OC school districts and after presenting best practices at the CA conference for Health, PE, Recreation and Dance, Hiba Shublak **AL** Executive Director, was honored by the OC Department of Education with an award **Innovator of the Year** in 2005 for methods of using hip hop music as an exercise tool to get students moving and having fun.
- **SAUSD Success:** Since 2003 till present time, **Active Learning** has provided a multitude of dance, physical activities and education in SAUSD. Beginning with early childhood, we taught safe and developmentally appropriate physical education to all Kinder Readiness sites in the district coupled with teacher trainings for sustainability and received an **Award for Excellence in Health and Physical Education**. In 2006, we launched the after school dance education program that started with 9 intermediate sites and received a plaque of **Partnership and Support of SAUSD's After School Education and Safety Program**. With continued success in the middle schools and by popular demand, we've expanded into all 36 elementary schools. In 2009-2010, **AL** donated in-services with Century (2 days) and Valley (1 day/week for 1 school year 2010-2011) High school in dance education and received a **Certificate of Appreciation** for dedication.
- **Commonwealth Elementary:** In 2008, **AL** choreographed, taught and directed a school wide dance performance for grades K-6 and received a Hip Hop Award for appropriate dance education in elementary schools. The PE teacher brought us back every year thereafter, and we were honored with several certificates in dance performance until he retired.
- **Gauer Elementary:** We currently visit the Kinder and 1st grade classrooms annually to provide a grade level seasonal performance and have received certificates of appreciation since 2009.

Stakeholder Feedback Within the past 7 years, **Active Learning** has collected thousands of surveys from its stakeholders, including district and program administration, principals, parents and students. **Active Learning** uses this feedback to inform program development efforts at both the site and organization levels. The data feedback is reflected at staff meetings and used to plan goals that will to continue opportunities for student growth.

**District Liaisons:** Over 91% of District Liaisons have indicated that they are satisfied or strongly satisfied on all of the following indicators: *program organization, safety, alignment with district expectations, professionalism of staff, Innovation, maximizing student learning, managing student behavior and the quality of the academic components integrated into dance.*

**School Principals:** 87% of principals reported that **Active Learning** curriculum and instruction reinforces concepts taught during the school day. Nearly one-third of principals partner with **AL** to provide health reward assemblies for students.

- "Tyler has so much positive energy that rubs off on the children it is awesome. He is professional and fun at the same time. He gets the students active while they are learning"



- *"Allie's been great and she displays great classroom management over the students and keeps them engaged. She forms organized lines and is able to connect with the kids which I am deeply appreciative of."*

**Parents:** 86% of parents strongly believe that their child is more confident since coming to **Active Learning** classes.

- *"I thought my daughter hated exercise until she took these classes!"*
- *"I am a parent and the principal at Lowell Elementary, and I have been positively impacted by **Active Learning**"*

**Students:** Nearly two-thirds of students report that the program has helped them learn how to do dance, make friends, practice self efficacy and do things they never thought they could. 89% of elementary and middle school students say that the program helps them do better in school, because they feel healthier and look forward to dance after school. 95% of elementary and middle school students say that the program is a safe place for them to be afterschool.

- *"I really like this program. In dance class I feel more confident and my self esteem is higher. I am so glad it came to my school and hope all the kids get to try it!"*
- *"I taught my cousins the moves I learned"*
- *"When we have ideas for a dance she pays attention to us, and that makes me feel better."*
- *"I wish the program was longer because with the steps you learn math, angles and it's fun!"*
- *"Thank you for teaching me dances, because dancing is my dream!"*

Articles of Success: Feature Articles in Newspapers and Magazines: (copies available upon request)

- Orange County Register -4 times
- Costa Mesa Daily Pilot- 3 times
- Japan Fitness News- 1 time
- Orange Coast Magazine-1 time
- Anaheim Tribune-2 times
- Kost 103.5 and KBIG 104- Radio Interview 2005
- Channel 7 ABC Eyewitness news- On behalf of Network for a Healthy CA- Physical Activity 3 times 2005-2008
- Local Orange County channel featuring **Santa Ana School District**, Boys and Girls clubs of Santa Ana and PA- 2005-2009

Sustainability Plan: **AL** focuses on the individuality of the student through its curriculum. We aim for each child to leave our classes academically better equipped, physically more fit and emotionally more connected to himself, family and community. Our goal is to prepare these children to peak as healthy and successful citizens. Our continuous efforts in strengthening our partnership with SAUSD and expanding throughout the district will increase healthy behaviors lifestyles for Santa Ana community.

Some of the partners that **Active Learning** links with Santa Ana to showcase student growth are community based organizations such as Toyoma Karate, the Boys & Girls clubs, YMCA, Delhi-Center. Our continuous efforts in networking and to strengthen the partnerships include support in local health awareness fairs, SAUSD specific events and local conferences. We have recently connected with the Heritage Museum of OC and where we have been operating our monthly Advisory Council meetings. We have also partnered together to plan a special event for summer program and SAUSD students to experience the history of OC through movement and exercise. Children will have the chance to re-enact the Gold Rush, learn square and folk dances of CA natives and Native Americans all while learning about the cultural and natural history of Orange County.

## Conclusion

**Active Learning** lessons engage all aspects of learning: cognitive ("I know"); affective ("I feel"); and psychomotor ("I experience and do"). We believe every child and youth can develop appropriate skills, feel good about his or her body, and relate to others in positive ways. Founded in 1999, **Active Learning's** vision was to incorporate a sanctuary in the school setting, that models healthy behaviors, allowing individuals to recognize their inner strengths and infinite talents with trusted mentors. Since 2006, SAUSD After School Program has supported this vision into fruition. **Active Learning** bestows absolute acknowledgment and the caliber of partnering together. Collectively we continue to increase the capacity of students growth and self efficacy.

**Active Learning's** Founder and Executive Director, Hiba Shublak has read and agrees to comply with the following stipulations listed below and located in RFP:# 15-15. All documents including *Limited Indemnification and Hold Harmless, Insurance, Workman's Compensation, Fingerprinting* are available on request.

- Terms and Conditions
- Failure to Comply with Instructions
- Withdrawal and Question of Proposal
- Protest of Award
- Cost of Proposal Preparation
- Previous Performance
- Competency of Applicant
- Insurance for Selected Provider
- Minimum Insurance/Coverage
- Primary Insurance Endorsement
- Workers Compensation
- Injury and Illness Prevention
- Commercial Automobile Liability
- Survivability
- Joint Interests
- Assignment and Subcontracting
- Excuse for Non-Performance
- Property
- Right to Refuse Entry
- Fingerprinting Requirements

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Hiba Shublak  
Founder/Executive Director  
**Active Learning**





## **Executive Summary & Introduction**

The Boys & Girls Club of Santa Ana's (BGCSA) mission is to promote the positive and healthy development of youth, especially those from disadvantaged circumstances, by providing services that build the skills, civility and self-confidence necessary to succeed in a competitive world. Founded in 1954, BGCSA is part of the nationwide movement of community-based, autonomous Boys & Girls Clubs and Boys & Girls Clubs of America and has earned recognition as one of the most innovative and effective Clubs in the nation. As such, we tailor national best practices to address the unique needs of our community, serving more than 3,000 youth and adults each year.

For over 60 years, the Boys & Girls Club of Santa Ana has been Santa Ana's premier mentoring organization. We have strengthened families and saved lives through our mentor relationships, evidence-based programming and family support systems. The BGCSA is pleased to submit this proposal to the Santa Ana Unified School District (SAUSD) in an effort to continue to be a part of the after-school program services provided for the 2015-16 school year. As the Santa Ana Unified School District seeks to enhance its after-school services, we are proud to collaborate and provide our resources, expertise, and programs to ensure that all Santa Ana students have the opportunity to reach their full potential.

## **Section 1: Program Design**

### **BGCSA Future Leaders Academy**

At the direction of the SAUSD per the proposed Engage 360 After-School Model, we have designed the BGCSA Future Leaders Academy. The Future Leaders Academy is a custom enrichment strategy, consisting of four different 6-week programs and is a segment of the enrichment programs from our traditional BGCSA Impact Model offered at the Main Club. Each of the four programs incorporates the use of technology, global awareness, STEM and College and Career readiness concepts. Each of the four components of the Future Leaders Academy develops student's use of 21<sup>st</sup> Century Skills such as communication, collaboration and critical thinking and engages students in college and career exploration through the use of technology. Each of the four programs will be offered separately throughout the week and will work in concert with each other to reinforce 21<sup>st</sup> Century Skills in participants from elementary to middle school grades. Below are summaries of each of the four enrichment programs that will be offered as part of the BGCSA Future Leaders Academy 6-week enrichment Program:

<b>Arts &amp; Culture Exploration</b>		
<b>Program Name</b>	<b>Enrichment Core Areas Addressed</b>	<b>Delivery Schedule</b>
Club Tech	21 <sup>st</sup> Century Skills (Technology) College & Career Preparedness	1x/week
Startup Kids/Teens	21 <sup>st</sup> Century Skills (Communication, Collaboration)	2x/week



	College & Career Preparedness	
Jr. Toastmasters	21 <sup>st</sup> Century Skills (Communication)	1x/week
STEM DIY: Designing Air-Powered Vehicles	STEM	1x/week

**Club Tech:** Club Tech specializes in teaching students foundational computer science skills using *Code.org*, a web-based program, to introduce key computer science concepts. Students are introduced to drag and drop, loops, iterations, algorithms, functions, debugging and conditionals, through interactive games and puzzles. The program is designed to strengthen critical thinking skills and problem solving with the use of technology, while acquiring and practicing foundational elements of coding. Students are able to solve puzzle challenges using math and computational competence.

The program consists of 4 main courses, each tailored to specific age levels and programming experience:

**Course 1 (grades K-2):** 18 Stages Total

**Course 2 (grades 3-5):** 19 Stages Total

**Course 3 (Course 2 completion required):** 21 Stages Total

**Course 4 (Course 3 completion required):** 18 Stages Total

Students are assigned to each level based on their grade, with elementary students beginning with Course 1 and continuing to Course 2. Intermediate students begin at the Course 2 level and continue to Course 3.

**Startup Kids/Teens:** The *Startup Kids* program has been specifically designed to target the enhancement and practicality of 21<sup>st</sup> Century Skills of elementary and intermediate students. The program curriculum incorporates aspects from Boys & Girls Clubs of America's Money Matters: make it count curriculum, which promotes financial literacy and responsibility among Club members, with an in-depth look into entrepreneurship and fundamental business practices through engaging, project-based activities. Students collaborate throughout the course of the program curriculum to create their own fictional products or services, create a marketing strategy for their product, and pitch their product to a group of mock investors.

Students will go through twelve (12) lessons throughout the 6-week program, with a new subject and collaborative project introduced each week:

**Week 1 – Entrepreneurship:** Students are introduced to the concept of entrepreneurship and will research an entrepreneur of their choice using technology as the standard tools.

**Week 2 – Business Teams:** Students will be grouped into teams of 2-3, and together will strategize to create a functional business team with individual roles and tasks.



**Week 3 – Our First Business Plan:** Students will be introduced to the concept of business plans by closely examining sample business plans of established companies and create their own business plans for their fictional companies.

**Week 4 – Marketing:** Students will explore marketing through current, popular advertising techniques and create their own marketing plans using print or digital media.

**Week 5 – Pitch Presentation Preparation:** Students will use their business plan and marketing materials to prepare for their pitch presentations.

**Week 6 – Sales Pitch Presentations:** During the final week of the program students will present their product to an audience of staff and invited guests from the school, district, or business partners.

**Jr. Toastmasters:** Modeled after the Toastmasters International® programs, Jr. Toastmasters helps students develop communication, public speaking, and leadership skills in a series of learn-by-doing workshops. Students learn the concepts of effective body language, eye contact, facial expression, posture, gestures, articulation, pronunciation and variance as they relate to public speaking, and they also learn to provide constructive feedback to each other based on their presentations. Weekly lessons include students giving short presentations to the group on different subjects, ranging from introducing themselves to the group to delivering persuasive speeches.

**STEM DIY: Designing Air-Powered Vehicles:** Students will engage in a series of lessons and activities with the goal of designing and building air-powered vehicles while working in pairs. Each lesson will introduce a theory, concept or idea that students will need to know to move on to the next step of the process, with the culminating event of students showcasing their vehicles.

**Week 1 – Science:** Students will learn the science of energy by exploring the differences between kinetic and potential energy.

**Week 2 – Research:** Students will use technology to research different types of vehicles and how they move.

**Week 3 – Engineering:** Students will research and begin to plan their own vehicle designs.

**Week 4 – Data:** Students will enter the testing phase using math concepts to capture data.

**Weeks 5 & 6 – Build & Implementation:** Students will build, enhance and test their vehicles.

**Range:** The range of our program is open to all ages. We will provide programming to students at the Elementary and Intermediate levels. Lessons and activities will be tailored to be grade-level appropriate.

## **Section 2: Elements of High-Quality Programming**

### **Linkages to the School Day**

The Boys & Girls Club of Santa Ana believes the best After School Program is one that complements the traditional school day and is aligned strategically to the goals, priorities and direction of the SAUSD.



Each program in the Future Leaders Academy is designed to meet 21<sup>st</sup> Century learning outcomes and reflects elements of the common core by providing real-world, hands-on, and robust learning opportunities that build the skills that Santa Ana students will need in order to be successful in college and career. Each program in the Future Leaders Academy is aligned with the Common Core State Standards by preparing students for College and Career Readiness through lessons that incorporate reading, writing, speaking and listening, and language development.

In addition to the strengths of the program in connecting to the Common Core State Standards, the Boys & Girls Club of Santa Ana has also adopted a series of best practices to support linkages to the school day such as:

- Staff supporting school events and initiatives such as Back to School Nights, Open House, School Fundraisers, and awareness campaigns
- Aligning to the SAUSD Core Values and Seven Building Blocks to Success
- Site staff participating in SAUSD and OCDE training when offered
- Site staff communicating regularly about strategy, target goals, and results with parents, community members, and school partners

### **High-Quality Staff**

The Boys & Girls Club of Santa Ana believes that our success and ability to reach goals is based entirely on who we hire, how we train them, and how we support them as they mentor Santa Ana youth. Our hiring and screening standards align to those set forth by the SAUSD and are NCLB compliant. We have demonstrated the ability to maintain those standards over the last several years as a contractor of the SAUSD. At a minimum, all BGCSA employees go through Live Scan fingerprinting to ensure that they have a clear criminal record, have earned at least two years' worth of college credit, have a clear TB test, and have an interest in and passion to serve youth. All Mentor Professionals meet these expectations and most far exceed it. Several of our Mentor Professionals have earned four-year college degrees, teaching credentials, graduate degrees, and have previous experience in the field of child and adolescent development.

### **Safe and Appropriate Environment**

We believe that there is nothing more important in our day-to-day operations than the safety of the children that we serve. Our commitment to safety includes, but is not limited to: crisis management plans, conducting background checks on our Mentor Professionals and volunteers, CPR and First Aid training, procedure and policies to promote safety, staffing according to the 20:1 ratio required by the ASES grant, regular inspection of equipment used in programming, and conducting safety training for our staff, students, and volunteers. Safety is a component of every training session throughout the year and our team has access to training and best practice resources from Boys & Girls Clubs of America. The



Boys & Girls Club of Santa Ana also conducts feedback surveys from Club Members to assess the perception of safety and learning in the after school program that helps prevent or deter injury, abuse, violence, and accidents.

In addition to Mentor Professionals assigned to each site, our dedicated team of senior staff members perform regular quality assurance visits. It is during these site visits that we identify areas for improvement, provide feedback and coaching to our team of Mentor Professionals, and ensure that our programs are safe and of high quality.

### **High-Interest Programming**

Our Formula consistently provides the most powerful Club Experience— by implementing the *Five Key Elements* for Positive Youth Development in all of our programs, we ensure that children and youth are exposed to high-quality programming that is interesting and engaging at all grade levels.

### **FIVE KEY ELEMENTS FOR POSITIVE YOUTH DEVELOPMENT**

Boys & Girls Clubs of America reviewed youth development research and worked with the Search Institute to identify the key elements that ensure positive experiences for youth and help them achieve important outcomes.

1. ***A safe, positive environment:*** The Boys & Girls Club is a safe haven where members feel physically and emotionally secure at all times.
2. ***Fun:*** The Boys & Girls Club facility, staff, and program offerings create a welcoming, positive environment that allows members to engage in play, enjoy their play time and be happy and eager to come to the Club.
3. ***Supportive relationships:*** The Boys & Girls Club ensures that every young person feels connected to one or more adults and has friendships with peers.
4. ***Opportunities and expectations:*** Boys & Girls Club staff and programs consistently communicate the expectation that every child has the potential to excel, be productive, and succeed at the Club and in life.
5. ***Recognition:*** The Boys & Girls Club takes every opportunity to recognize and validate Club Members' achievements and accomplishments.

### **Section 3: Organizational Design**

#### **Capacity**

The infrastructure for leadership, training, quality assurance, and program development is already in place to support the expansion of sites under the proposed Engage 360 model. The Boys & Girls Club of Santa Ana also currently employs all of the required Mentor Professionals needed in the proposed staffing projections. We are confident in our ability to meet staffing expectations for the September



launch of Engage 360. Our team is knowledgeable and sensitive to the expectations of ASES funded after school programs to include the staffing ratio of 20:1 at all times.

### **Professional Development through BGCSA University**

Training and professional development has always been a high priority for the Boys & Girls Club of Santa Ana, since this directly links to the quality of our programs, retention of our professionals, and most importantly, the experience of our Club Members. Boys & Girls Club of Santa Ana University is our Professional Development Strategy that develops talent, hones professional skills, and coaches our professionals to be the best role models and mentors to our Members. This professional development strategy is a combination of both formal training and coaching sessions throughout the year. Our leadership team incorporates local resources for training as well as the resources for professional development from Boys & Girls Clubs of America.

All new Mentor Professionals participate in an orientation that prepares them for their role as mentors. During this process, we clarify expectations, prepare them for their positions, and equip them with the tools to lead program areas. Additional ongoing training opportunities throughout the year include areas such as CPR, first aid, classroom management, safety, mentoring strategies, and specific Boys & Girls Club of Santa Ana and Boys & Girls Clubs of America program curriculum.

In addition to the professional development strategy of BGCSA University, key professionals attend regular trainings offered by the Orange County Department of Education, Boys & Girls Clubs of America and the Boys & Girls Clubs of Orange County Professional Association.

### **Communication with Stakeholders**

The Boys & Girls Club of Santa Ana will communicate regularly with Santa Ana Unified School District personnel at both the district office as well as local schools. In collaboration with Santa Ana Unified School District leadership, we will set target goals, develop strategy, and review impact of mentor programs. At each school site that we are assigned to, our leadership team will meet with the site coordinator and principal 2-3 weeks prior to program implementation to prepare for the transition, review goals, discuss logistics, and set expectations. The same leadership team will follow up throughout the 6-week period to monitor progress and will again meet at the end as part of the exit strategy. It is the goal of the Boys & Girls Club of Santa Ana to leave some tools and access to resources in place after the 6-week period.

Communication with stakeholders has been and will continue to be a high priority for us. We are committed to adopting new strategies at the discretion of the SAUSD such as progress reports to the Administration or School Board Members, updates or outcome measurement for public release, or other forms of communication.



### **Track Record of Volunteer Engagement**

The Boys & Girls Club of Santa Ana has a strong track record of volunteer recruitment and engagement. Through strategic outreach, relationship management skills, corporate and private partnerships and effective screening systems, the Boys & Girls Club of Santa Ana secures hundreds of volunteers annually.

Volunteers are utilized as tools in the enrichment process to share their stories and help students make connections between curriculum content and real-world applications, as well as assisting our Mentor Professionals in the day-to-day delivery of program and bringing the mentor-to-student ratio down.

Volunteers are recruited, screened and trained prior to allowing their participation in program. All volunteers over the age of 18 are required to go through a background check process and are supervised at all times.

### **Program Evaluation**

The goals of the Future Leaders Academy will be measured through the use of the Boys & Girls Club of Santa Ana's comprehensive 21<sup>st</sup> Century Skills Evaluation tool, which will include observational data collected by Mentor Professionals throughout the progression of the programs and student feedback surveys. Mentor Professionals will be asked to observe and grade students on the four 21<sup>st</sup> Century Skills of creativity, collaboration, critical thinking and communication throughout each of the components of the Future Leaders Academy. The student self-assessment component will provide feedback on student's feelings of self-efficacy, confidence, and knowledge on the subject matter and will be administered both before and after program implementation. Data will be used both within the BGCSA and externally for key stakeholders to review. Internally, we analyze the data to improve delivery of programs and Club Experience. We also use data to identify members for targeted intervention. Externally, we will use the data collected to demonstrate our Club's impact to donors, partners, and the community.

## **Section 5: General Budget**

### **Track Record of Fiscal Management and Accountability**

As one of Orange County's most respected non-profits, the Boys & Girls Club of Santa Ana has honorably served thousands of youth while maintaining fiscal responsibility and accountability as a high priority. Fiscal Accountability is achieved through an executive staff capable of managing a high-functioning business and a Board of Directors with a track record of fiscal oversight and governance.

### **Proposed Budget**

The budget below is based on a 6-week rotation and a 20:1 staffing ratio. The proposed budget includes all staffing needs for professional development, quality control oversight, support services for program



development, outcome measurement, supplies, and additional priorities for volunteer engagement and securing matching funds. Based on the projected ADA numbers for the 2015-2016 school year, the estimated cost per student per day will be approximately \$0.55. This amount will allow the BGCSA to purchase needed supplies to facilitate the Art, Culture and College Exploration curriculum with all students in the program.

#### **BGCSA Future Leaders Academy Budget - Elementary**

<b>Expense Categories</b>	<b>6 sites</b>
Direct Service Mentor Professionals	231,532
Program Oversight	55,500
Employee Benefits, Taxes, Insurance, Transportation, Training, Etc.	94,721
Supplies*, Curriculum, Outcome Measurement & Equipment	20,000
<b>Total</b>	<b>401,753</b>

\*Supplies exclude technology required for programming and assumes permission to use SAUSD technology allocated for the Engage 360 Program

#### **BGCSA Future Leaders Academy Budget - Intermediate**

<b>Expense Categories</b>	<b>1-2 sites</b>
Direct Service Mentor Professionals	54,612
Program Oversight	21,500
Employee Benefits, Taxes, Insurance, Transportation, Training, Etc.	25,117
Supplies*, Curriculum, Outcome Measurement & Equipment	9,475
<b>Total</b>	<b>110,704</b>

\*Supplies exclude technology required for programming and assumes permission to use SAUSD technology allocated for the Engage 360 Program

### **Matching Funds & Resources**

Throughout the Boys & Girls Club of Santa Ana's 60 year history, the Club has consistently raised millions of dollars, on an annual basis, that directly supports our mission and puts Santa Ana students on a path towards high school graduation with a plan for their future. Through the support of large strategic partners and small donors alike, our Club has been able to constantly innovate and invest in new programs, facilities, and resources that allow us to create the greatest impact with our kids and create greater outcomes in their lives. In addition to direct donations to the organization, the Club also secures





thousands of dollars annually in in-kind goods that further support academic performance: school supplies, technology, Christmas toys, field trips, college scholarships, and food. The Boys & Girls Club of Santa Ana also offers in-kind services and goods to local schools such as food baskets, supplies, parenting workshops, intervention programs, transportation, sponsorship, use of equipment, staffing for events, and access to our Main Club facility. The Club has a strong tradition of providing volunteer hours and manpower for the kids we serve; through our vast network of corporate partners, (ATT, PIMCO, Fluor, EMC, Microsoft, and many more) last year the Club secured over 700 volunteers to mentor Santa Ana youth and provide them with insight into new career opportunities, education pathways, inspiration for the future, and words of encouragement. Our Club is focused on our mission to create impact and better serve our kids; we are committed to securing the necessary support and investments to our program and have on average raised more than two dollars in matching funds for every dollar of SAUSD school based program funds.

## **Section 6: Success & Sustainability**

### **Sustainability**

The Boys & Girls Club of Santa Ana is proud to have served Santa Ana youth and families for almost 60 years; serving as a partner with the Santa Ana Unified School District to align with SAUSD's vision, values, and priorities.

We believe our mutual success is tied together; we are equally responsible for the outcomes seen in our community and we are committed to raising the standards and expectations for Santa Ana youth. We are committed to evolve as an organization based on the needs of our youth and families, and align with the new direction of the Santa Ana Unified School District.

With a high level of excitement we are proud to embrace the Common Core into our holistic and project based philosophy. As a partner for almost 60 years, we are committed to ensuring the SAUSD successfully continues this initiative and that we are aligned strategically.

### **Resources and Support from Boys & Girls Clubs of America**

As a proud affiliate of Boys & Girls Clubs of America, we have the benefits and resources of a national organization with the flexibility and nimbleness of a local community-based organization. As a member of the Boys & Girls Clubs of California Alliance, we have a Government Relations team in Sacramento advocating and strategizing directly with legislators on ASES funds for after school programs. Boys & Girls Clubs in California represent the largest service provider network of after school programs in the State of California, and as a result are considered by legislators and policy makers a key strategic partner to ASES funding.



Boys & Girls Clubs of America also provides a Government Relations team in Washington D.C. advocating and working with legislators to secure federal funds for intervention programs, mentoring programs, juvenile delinquency prevention, as well as training, marketing, curriculum, and fundraising.

Boys & Girls Clubs of America exists entirely to support local Clubs through National Marketing, National Fundraising, Professional Development, Program Development, Outcome Measurement, and other support systems.

### **A Collaborative Spirit and Partner-Driven Philosophy**

As a community leader, we feel it is one of our responsibilities to foster relationships with other non-profits and more importantly, find opportunities to collaborate and work together to address social issues. Depending on competencies and program structure, partner agencies are scheduled throughout the year into our normal day-to-day services. Our skill is to foster partner relationships as the lead agency, and coordinate service delivery. When we work together to combat social issues we are more effective at aligning resources and delivering higher quality impact to those we serve.



### **Proposal Summary**

Students in America are all held accountable to the same expectations and goals no matter where they grow up. Those expectations are to meet basic academic benchmarks such as grade progression, reading levels, math skills, and critical thinking. It is also expected that all students graduate high school on time and leave with a plan for their future.

It is unfortunate and simply unacceptable that as a country we have a large population of youth who will not meet those basic standards. It is even more troubling that statistically African American & Hispanic students are at higher risk of dropping out of high school.

It is clear to us that Santa Ana youth are struggling to succeed due to their lack of access to mentors, resources, and support systems.

The Boys & Girls Club of Santa Ana interprets this cry for help from the youth of Santa Ana as a call to action. We must serve more kids and save more lives.

We have a vision for a better Santa Ana, where success and college is within reach of every student. We are committed to working with the Santa Ana Unified School District to ensure Santa Ana students graduate high school with a plan for the future and are equipped to successfully compete in a global economy.

Elizabeth Aguilar  
Chief Operating Officer  
Boys & Girls Club of Santa Ana



**In response to:** SAUSD RFP #15-15, After School Education & Safety Program Enrichment Partners

**Provider Organization:** Discovery Cube Orange County (DCOC)

**Address:** 2500 North Main Street, Santa Ana, CA 92705

**Contact:** Janet Yamaguchi, Vice President, Education

**Phone:** 714-913-5005

**Email:** [jyamaguchi@discoverycube.org](mailto:jyamaguchi@discoverycube.org)

**Purpose:** Discovery Cube proposes to provide Science, Technology, Engineering, and Math-based enrichment programs for SAUSD afterschool students during the 2015 – 2018 school years. The STEM programs will link with and support SAUSD's mission and vision to prepare all students to be college and career ready. Discovery Cube's high quality programming and instructional style within a safe environment, will impart to the students the knowledge, skills, and values to become productive citizens in the 21<sup>st</sup> Century (details are provided within this document).

## **1. Program Design**

Discovery Cube's proposed STEM-focused enrichment program will include a comprehensive and integrated approach to investigate and learn about not only all fields of science, such as Life Science, Earth Systems Science, and Physical Science (including chemistry), but will incorporate engineering design, practices, and challenges, along with an exploration of technology and math. As an example of some of the intermediate STEM lessons: students will participate in hands-on activities using 3-D models, such as Slinkys and model walls made of wood, bolts, and tongue depressors, in order to understand the basic concept of earthquake waves, including wave anatomy, terminology, behavior, and a wave's association with energy transfer. Students will (a) conduct hands-on experiments on how to retrofit the model walls during a study of structural integrity, then attempt to knock the walls down, (b) use journals to create their own models and capture their thoughts and reflections, and (c) calculate the lag time from when a primary wave hits to when the secondary waves hit during an earthquake. These STEM-based lessons and others are currently being taught to SAUSD students by Discovery Cube and have been shown to be engaging and effective at imparting interesting, in-depth STEM knowledge and inciting active participation by students.

During the past eight years, Discovery Cube has provided high quality afterschool enrichment programs for students at all 36 SAUSD elementary schools and some intermediate schools whether by direct delivery of programs or indirectly through training of THINK Together program leaders who implemented the afterschool program. These hands-on, inquiry-based, STEM-focused programs align with the California Science Content Standards and support the regular school day policies and curriculum. In addition, the science center has developed over 80 hours of curriculum to ensure that the students do not experience redundancy in their activities as they graduate into subsequent grade levels during afterschool programs.

In addition to teaching afterschool programs to SAUSD students, Discovery Cube has a 23-year history of teaching STEM-focused programs to over 295,000 students per year. Of those students, about 250,000 of them experience programs in their own classrooms during in-school and out-of-school hours. In 2013, Discovery Cube won the National Medal of Service, the Nation's highest award for a science center, museum, or library due to our

educational programs that positively shape the participants' perception of STEM and help lay a foundation for future interest and achievement in these fields, academically and professionally.

Discovery Cube's STEM-based programs will complement the SAUSD's Afterschool Education and Safety Program utilizing an engaging and strong academic platform providing the students with STEM knowledge and encouragement to pursue these fields of interest while also implementing language-acquisition strategies, teamwork, and positive habits of mind, such as problem-solving, persistence, and creativity. The STEM-focused lessons used during the afterschool program are created by Discovery Cube and have been also used in association with other school districts and individual elementary, intermediate, and high schools in Orange County, Los Angeles County, and the surrounding counties.

Discovery Cube's afterschool enrichment programming will be structured to have a significant impact on the elementary and intermediate students during the 6-week (30-hour) sessions. The hands-on sessions will support inquiry-based learning, science-thinking skills, model-making, and demonstrations of science concepts. The students will learn by doing, including performing experiments, building contraptions, concocting substances, and competing in engineering challenges. Some science topic areas will include: chemistry, astronomy, dynamic earth processes, density and buoyancy, and forces and motion. The program's content will be aligned with the California Science Content Standards and the activities will be age and developmentally appropriate for the students. Student journals will be used in order to capture data, drawings, conclusions, and reflections, while also strengthening language skills. An evaluation system will be implemented to ascertain content knowledge gain and language acquisition.

## **2. Elements of High-quality Programming**

### Linkages to the School Day:

Discovery Cube staff members are well-versed in communicating and cooperating with schools and school personnel, as well as understanding security guidelines, student-safety policies, and the general operation of schools. The staff are also knowledgeable in school restrictions and are flexible (able to adjust easily to new circumstances, changes and use of classroom/program spaces, etc.) in that each science center instructor may teach up to 25,000 students per year at over 130 different school sites in total, so they have had a lot of experience in this area. The science center staff utilize appropriate instructional methodologies and group and materials management techniques.

Curriculum used by Discovery Cube is aligned with the California Science Content Standards, incorporates teaching strategies of Common Core State Standards, and supports the science and engineering principles of Next Generation Science Standards. The STEM-focused afterschool program also utilizes journaling as a format for students to collect data, to diagram concepts, and to reflect on what they have learned. An evaluation process will be performed during the school year in order to assess student content knowledge gain and language acquisition.

### High-quality Staff:

Paul Pooler, Discovery Cube Director of Outreach Programs, would lead and support the Discovery Cube afterschool program, as liaison with the SAUSD administrators, along with Tina Rolewicz, Discovery Cube Education Manager, as instructor trainer and manager and will also lead the evaluation component of the program. Janet Yamaguchi, Vice President, Education, Discovery Cube, will supervise the above mentioned staff and the creation,

implementation, and evaluation of the staff, students, and program. Discovery Cube will use the majority of its current program instructors and will hire other instructors as needed. Many of Discovery Cube's instructors have advanced degrees and/or teaching credentials. Some of the science center staff are bilingual in English and Spanish.

When hiring afterschool instructional staff, the science center requires a minimum of two years of previous teaching in a formal or informal classroom and they must have obtained an associate's (or higher) degree. In addition, weekly professional development classes are provided to the Discovery Cube afterschool instructor staff. They are evaluated on a regular basis, including (a) informal "pop-ins" by program supervisors, (b) formal written evaluations, and (c) videotaped sessions to ensure the high quality of the staff and program.

#### Safe & Appropriate Environment:

Discovery Cube staff is accustomed to the importance of providing safe and appropriate environments for both the guests that visit the Discovery Cube facility and for the students taught during in-school and out-of-school hours, including weeklong summer camp programs taught both at the science center and at our partnering sites, such as the Santa Ana Zoo and the San Joaquin Marsh. The science center instructor staff receive training in this area to ensure that each child is physically and emotionally safe. In addition, the staff are well-versed in the protocol of alerting superiors in the event that there is an issue or concern of which the school or parent needs to be made aware. In addition, if SAUSD wants to provide Discovery Cube with any specific instructions regarding this area, we will be more than happy to integrate this information into our staff training classes. Discovery Cube currently does and will continue to adhere to the required "one adult to twenty students" ratio. The science center has a deep field of substitutes, including our education managers and directors, who are qualified and trained to teach the afterschool program.

#### High-interest Programming:

Attitudinal surveys conducted during previous years with students who participated in the Discovery Cube afterschool programs show that students who once thought that science was boring, difficult to understand, or unattainable, have commented that they enjoy ("love!") science and want to be a scientist when they grow up. We believe that these types of comments are a reflection of the high-interest, hands-on programming that the science center presents and on the instructors that teach the program.

STEM-based curriculum (also detailed earlier in this document) will be comprised of the three fields of science: Physical Sciences, Earth Systems Sciences, and Life Sciences, and will be delivered in a multi-disciplinary format incorporating English Language Arts, math, and scientific and engineering practices. The hands-on lessons will support inquiry-based learning, science-thinking skills, model-making, and demonstrations of science concepts. The students will learn by doing, including performing experiments, building contraptions, concocting substances, and competing in engineering challenges. Some science topic areas include: chemistry, astronomy, dynamic earth processes, water and weather related science, density and buoyancy, forces and motion, Newton's Laws of Motion, ecology, environmental sciences, and the physics of light. The program's content will be aligned with the California Science Content Standards and the activities will be age and developmentally appropriate for the students.

### **3. Organizational Design:**

#### Program Leadership:

Discovery Cube is a large and professional organization with many departments. The Education Department is led by Vice President, Janet Yamaguchi (23 years at Discovery Cube). She serves on the California Department of Education's Next Generation Science Standards (NGSS) Review Panel, Science Expert Panel, and Strategic Implementation Team for California to help usher in the CA NGSS adoption and craft the Middle School course pathways. In addition, Ms. Yamaguchi has developed and taught a course for UCI's "Certification for After School Education," is a member of the Advisory Board for the California STEM Initiative and the OC STEM Learning Ecosystem Initiative, has served on the California Advisory Board for MacMillan/McGraw Hill Publishing Company for elementary school science textbooks, and has written middle school science labs for Holt McDougal Publishing Company. She was a high school science teacher and taught for the Orange County Department of Education before joining Discovery Cube as Vice President.

Paul Pooler, Discovery Cube Director of Outreach Programs, would lead and support the Discovery Cube afterschool program, as liaison with the SAUSD administrators, along with Tina Rolewicz, Discovery Cube Education Manager, as instructor trainer and manager and will also lead the evaluation component of the program. Janet Yamaguchi, Vice President, Education, Discovery Cube, will supervise the above mentioned staff and the creation, implementation, and evaluation of the staff, students, and program.

Mr. Pooler has been working in the education field for the past 22 years, primarily in informal science education. However, he began his education career with the Orange County Department of Education as an Instructor and Site-Coordinator for their Outdoor Science Education program. Later, he joined Science Adventures, a hands-on, after-school/summer camp program and ultimately attained the position of Training Manager, responsible for training more than 300 staff members across the Nation. For the past nine years, Mr. Pooler has been the Director of Outreach Programs at Discovery Cube, overseeing the implementation of STEM curriculum for in-school and out-of-school time. As Director, he has established and maintained partnerships with school districts, community colleges, and universities.

Ms. Rolewicz currently manages the afterschool instructor staff and develops and implements evaluations as a part of the SAUSD afterschool program for Discovery Cube to determine program and staff efficiency and efficacy. She has also taught the Discovery Cube/SAUSD afterschool science classes. Prior to working with the science center, Ms. Rolewicz was Principal of Mission Parish School in San Juan Capistrano, where she led the school to receive the 2009 National Blue Ribbon School Award (one of only two schools in CA to receive this award). Previous to that, she was a middle school science, math, and religion teacher. She has also taught Kindergarten through 6<sup>th</sup> grade other California schools, received her BA in Economics and her MA in Educational Administration.

#### Capacity:

Discovery Cube is a large-scale, professional organization able to hire, train and retain the appropriate number of staff needed to perform the necessary job requirements. In the event that an individual instructor is sick and a substitute is needed, Discovery Cube's Education Department has layers of staff (other instructors, managers, and directors) that are ready, willing, and able to teach.

#### Professional Development:

Weekly professional development classes are provided to the afterschool instructor staff and they are evaluated on a regular basis, multiple times per year, including informal "pop-



ins” by supervisor staff, formal written reviews, and videotaped sessions to ensure the high quality of the staff and program.

As part of our professional development plan, Discovery Cube staff members are coached in communication skills, security guidelines, and student-safety policies. In addition, the staff are trained in the protocol of alerting superiors in the event that there is an issue or concern of which the school or parent needs to be made aware. They also attend weekly sessions that increase their understanding of STEM content, classroom management, and presentation techniques. If at any point SAUSD wanted to provide Discovery Cube with any specific training instructions that they feel our instructor staff are lacking or could benefit from, we will be more than happy to integrate this information into our regular staff training classes.

Discovery Cube staff at the vice president, director, and manager levels also receive professional development opportunities in the form of attending conferences, seminars and participating in webinars, such as are held by OC STEM Network, California STEM Learning Network, OC Department of Education, Association of Science and Technology Centers, California Science Teachers Association, and so forth.

Discovery Cube is also conducting assessments to determine knowledge-gain by the students, thereby assessing the effectiveness of this professional development program. Discovery Cube currently has a doctoral candidate serving as an intern who is leading the statistical review of the afterschool staff and student evaluations. Some of the results that we have seen in the first two of months of the afterschool program are: (a) the majority of the students (K-5<sup>th</sup> grade) are proficient at producing and interpreting graphs that display data; (b) sixty percent of the students (K-5<sup>th</sup> grade) were able to recall exact details, compare similarities, and contrast differences between the animal designs, behaviors, and structures of two unfamiliar animals (puffer fish and squid); an indicator of strong science-thinking skills; (c) almost forty percent of the students (K-5<sup>th</sup> grade) were able to describe what an insulator is in association with electricity and with conserving the thermal energy of animals (i.e, sheep have wool to help them stay warm; heat is transferred from warm to cold areas/items; insulators slow down or do not allow for energy transfer).

In addition, Discovery Cube has a robust professional development program for in-service and pre-service teachers, helping to increase educator proficiency and confidence in teaching science and math, including seminars and courses on the content and practices associated with the Next Generation Science Standards. The science center’s highly effective professional development programs promote teachers’ involvement over a number of years; in some cases, individual teachers have participated in the center’s professional learning programs for over ten years. Each year, Discovery Cube teaches over 400 in-service and pre-service teachers who in turn impact thousands of students during their teaching career.

#### Communication/Information Dissemination:

Discovery Cube proposes to communicate and disseminate information to parents, school personnel, and the School District in a few different ways. Bilingual “Letters Home” would let parents know what their children did during the STEM-focused classes and would include ideas of what activities could be done at home (their child becomes a teacher to their family members). “Letters Home” is a strategy that the science center uses in its summer camp program and is highly successful in informing and engaging the parents.

Invitations to community events, such as Discovery Cube’s annual Rocket Launch, Pumpkin Launch, and free Santa Ana resident admissions day at the science center would give the children the opportunity to share with their parents some of the information and

projects they had designed and tested during their afterschool program, again allowing the student to become the teacher.

To keep the SAUSD informed on the progress of the program, Discovery Cube could provide quarterly reports, reflecting the quantitative and qualitative results of the program. Each quarter, the report would detail the number of students per school, along with information determined from pre/post-tests and an outline of the topics/concepts taught during the quarter. The report would also describe what lessons/activities are planned for the subsequent quarter.

#### Volunteers:

On an annual basis, Discovery Cube has a large core of over 900 long-term and short-term volunteers that are used for a variety of programs and in a variety of different departments, including Education, Marketing, Development, Operations, Exhibits, and Finance. However, we do not anticipate that the science center will be using volunteers in the afterschool program, as this proposed program can be managed and implemented by the Center's paid staff.

### **4. Program Evaluation**

#### The Plan:

As mentioned previously, Discovery Cube could collect and provide information about the progress of the program through quarterly quantitative and qualitative evaluations of the program. With access to roll sheets, Discovery Cube could determine program retention rates. In addition, the science center would administer pre/post-tests during the school year that would help determine knowledge-gain of the students and instructor effectiveness.

Discovery Cube proposes to offer a motivational incentive for students to achieve a high score on the post-tests that we would administer at the end of each content unit. Students who achieve at or above an 87% level of correct responses will be entered into a drawing to win a kid-friendly prize. We believe that if a prize is at stake, not only do the students realize that their focused participation in the program is important, but we have found through trialing this procedure that the students make a greater effort to thoughtfully participate in completing the post-tests.

Students will be engaged in journaling, recording their reflections, data, and concept diagrams in order to deepen and cement their understanding of science content. Science center instructors would also be able to observe the students' journals and gauge the students' level of understanding of content areas.

Discovery Cube instructor staff would be evaluated on a regular basis (a minimum of four times a year) as mentioned in previous sections, to ensure that the program maintains a high quality and the Instructors are teaching so that children learn. Instructor staff evaluations would include informal "pop-ins" by their supervisors, formal written reviews, and videotaped sessions (shared and discussed with the videotaped Instructor).

#### Indicators of Success:

- a. Annual attendance retention rate of 85% of the students in the program
- b. 100% of students increase their knowledge-gain on the post-tests as compared to what was achieved on the pre-tests [Note: pre/post tests will be based on the students' understanding of science content and concepts]

- c. The majority of students achieve a score of 87% or greater correct responses on the post-tests

Feedback:

The evaluation results would be shared with SAUSD on a quarterly basis once pre/post-test results become available; some results would be detailed in an annual report (particularly the annual attendance retention). Evaluation results would be shared with the Discovery Cube instructor staff to ensure that they are aware of how the students they are teaching achieve on the pre/post-tests. This information would also be used by the science center Education administration staff and become instrumental in determining the individual instructors' effectiveness and provide for a professional development/ improvement plan if necessary. Student- journaling would also be considered a feedback mechanism, since students can reflect on their work, prepare for post-tests and share their knowledge with their parents. Science center instructors can use the students' journals to gauge the students' level of understanding of content areas and give individual or class-wide guidance to help correct any misconceptions that may have occurred.

**5. General Budget Information**

Elementary School Program Budget

During each of three school years (2015-16, 2016-17, 2017-18), Discovery Cube proposes to teach afterschool programs at all SAUSD elementary school sites (5-7 schools per each period of 6 weeks) to approximately 774 K-8<sup>th</sup> grade students per day (in groups of approximately 20 students per hour), 5 days per week for a total of six 6-week units. Thirteen Discovery Cube instructor staff would teach 4 hours of programs per day (except 5 hours on Wednesdays) or 21 hours per week.

Elementary School Budget Narrative

The cost per student per day equates to \$3.70. The budget reflects an adequate set of resources in order for the students to have the appropriate amount of supplies necessary to perform high-quality, STEM-based programs, taught by qualified staff. The oversight figures reflect the ability to ensure that students are taught in a way that they will successfully learn, as that funding supports the necessary time to train and evaluate the instructor staff and to maintain strong communication with SAUSD. Indirect service also contains the support staff necessary to organize, prepare, box, and deliver the hands-on science and engineering supply kits. In-kind resources include invitations for the students and their families to Discovery Cube's special events listed in this proposal, along with any evaluation incentives.

**Budget for Elementary School Sites Per Year**

<b>Budget Items</b>	<b>Rate</b>	<b>Total</b>
Staff (direct service) – Discovery Cube instructors	\$20/hr X 21 hrs per week X 13 instructors X 36 weeks (5 days per week for 36 weeks)	\$196,560.00
Statutory & other employee benefit costs (25%)	\$5/hr X 21 hrs per week X 13 instructors X 36 weeks	\$49,140.00
Supplies & equipment	\$1.50 per student per session (X 774 students X 180 days)	\$208,980.00
Transportation	\$.575 per mile X 12 mile roundtrip	\$8,694.00

	X 7 sites X 180 days	
Professional development		\$0
<b>Subtotal</b>		<b>\$463,374.00</b>
Oversight (indirect service) – also includes evaluations and reporting	11.5% of the above budget items	\$53,288.01
<b>Total for 13 instructors to teach 774 students per day, 5 days per week for 36 weeks</b>		<b>\$516,662.01</b>

*Note: If acceptable, Discovery Cube could invoice the SAUSD \$51,662.00 per month for a total of 10 months (totaling a 36-week program) per each of 3 school years. Invoices would be sent to the District at the end of each month (September through June).*

#### Intermediate School Program Budget

During each of three school years (2015-16, 2016-17, 2017-18), Discovery Cube proposes to teach afterschool programs at all SAUSD intermediate school sites (1-3 schools per each period of 6 weeks) to approximately 112 6<sup>th</sup> - 8<sup>th</sup> grade students per day (in groups of approximately 20 students per hour), 5 days per week for a total of six 6-week units. Two Discovery Cube instructor staff would teach 4 hours of programs per day (except 5 hours on Wednesdays) or 21 hours per week.

#### Intermediate School Budget Narrative

The cost per student per day equates to \$4.12. The budget reflects an adequate set of resources in order for the students to have the appropriate amount of supplies necessary to perform high-quality, STEM-based programs, taught by qualified staff. Supply cost is slightly higher for the intermediate school program than for the elementary school program, as the intermediate STEM-focused projects will contain a greater amount of robust materials for building and experimenting with engineering challenges. The oversight figures reflect the ability to ensure that students are taught in a way that they will successfully learn, as that funding supports the necessary time to train and evaluate the instructor staff and to maintain strong communication with SAUSD. Indirect service also contains the support staff necessary to organize, prepare, box, and deliver the hands-on science and engineering supply kits. We can complete these indirect services for a lower percent only because we are conducting similar services for the larger elementary school program. In-kind resources include invitations for the students and their families to Discovery Cube's special events listed in this proposal, along with any evaluation incentives.

#### **Budget for Intermediate School Sites Per Year**

<b>Budget Items</b>	<b>Rate</b>	<b>Total</b>
Staff (direct service) – Discovery Cube Instructors	\$20/hr X 21 hrs per week X 2 instructors X 36 days (5 days per week for 36 weeks)	\$30,240.00
Statutory & other employee benefit costs (25%)	\$5/hr X 21 hrs per week X 2 instructors X 36 weeks	\$7,560.00
Supplies & equipment	\$2.00 per student per session X 112 students X 180 days	\$40,320.00
Transportation	\$.575 per mile X 12 mile roundtrip	\$2,484.00

	X 2 sites X 180 days	
Professional development		\$0
<b>Subtotal</b>		<b>\$80,604.00</b>
Oversight (indirect service) – also includes evaluations and reporting	3% of the above budget items (when combined with elementary school program, we are able to conduct this service at a lower %)	\$2,418.12
<b>Total for two instructors to teach 112 students per day, 5 days per week for 36 weeks</b>		<b>\$83,022.12</b>

*Note: If acceptable, Discovery Cube would invoice the SAUSD \$8,302.21 per month for a total of 10 months (totaling an 36-week program) per each of 3 school years. Invoices would be sent to the District at the end of each month (September through June).*

## 6. Success and Sustainability

### Record of Success

For the past eight years, Discovery Cube has successfully conducted high-quality afterschool programs for SAUSD either as direct delivery with our instructors or indirectly by training THINK Together staff to conduct the program.

For the past four years and currently, Discovery Cube successfully has conducted and is conducting afterschool programs for middle school students in the Ocean View School District for El Viento Foundation. These STEM-based programs serve about 25 students per grade level, span 30 weeks (Sept – May) and are delivered in 1 ½ hour blocks of time. El Viento Foundation is very pleased with the progress of this grade-specific program (grade-specific 5<sup>th</sup> grade through high school level curriculum is presented to each appropriate grade-level) which is also integrated into El Viento Foundation's long-term plan of providing special STEM-based programming for a specific cluster of students who commit to participate in the afterschool program over the course of ten years – from their fifth grade year through their second year of college!

In addition, Discovery Cube in partnership with THINK Together conducted afterschool programs at the Tustin Unified School District, along with those conducted with the Santa Ana Unified School District. The pilot program with TUSD was successful in building the excitement and confidence level of the frontline staff to conduct STEM-based programming. Also, the science center conducts long-term afterschool programs in Buena Park (GATE students), Anaheim Union High School District, and Anaheim City School District.

Discovery Cube conducts training programs for the Big Brothers and Big Sisters of Orange County in order for the “Bigs” to teach their “Littles” hands-on STEM-based activities.

Also, the science center developed and is conducting a program (now two years old) called Futuros Radiantes; a professional development program for Latino parents of preschoolers. This very successful, free series of bilingual workshops are held at the science center, the Santa Ana Head Start facilities, Santa Ana Library, and at the Westminster School District preschools to teach parents how to prepare their children to succeed in kindergarten and beyond.

For the past four years, Discovery Cube has taught a component of “TEACH Academy” with Santa Ana's Century High School to help train high school seniors in STEM-focused programs with the ultimate goal of these students becoming our future teacher workforce.

## Sustainability Plan

Since its opening in 1993 at its preview facility in the Crystal Court Mall about 23 years ago, Discovery Cube (formerly Discovery Science Center) has partnered with SAUSD. During those 23 years, thousands of SAUSD students and their teachers have benefitted from free field trips, including bus stipends, free outreach programs, and free professional development programs for their teachers which have included free classroom kits of materials. To give an idea of the scale, last year alone SAUSD teachers and students received over **\$80,740** worth of scholarship programs for **13,326 Santa Ana students**.

Discovery Cube has many agency partners that help support programs that are delivered to the SAUSD at no cost to the District, their schools, students or parents of the students, such as the Municipal Water District of Orange County and City of Santa Ana who fund **\$25,337.50** for **10,135 Santa Ana students** each year in the Ricki the Raindrop assembly-style programs, a K – 5<sup>th</sup> grade-specific water education program (includes student take-home booklets for the students) developed, managed and taught by Discovery Cube

Each year, Orange County Waste and Recycling City agencies fund **\$32,836.92** for **1266 Santa Ana students** to attend a 6<sup>th</sup> grade, resource-focused (reduce-reuse-recycle) assembly-style program (includes take-home booklets and household hazardous waste bins for the students and trash sorting bins for the teachers), professional development classes with kits for the teachers, and field trips to the science center. This program was designed and is taught by Discovery Cube.

Last year, the Samueli Foundation funded **\$13,380** for **918 Santa Ana students** to receive an 8<sup>th</sup> grade Science of Hockey program that teaches about forces and motion and includes professional development for teachers, classroom kits of materials, field trips to the science center and in-school booklets for the students. This program was designed and is taught by Discovery Cube and the accompanying in-school booklets were co-designed by DC and SAUSD staff.

In addition, Discovery Cube hosts a “Free Santa Ana Residents” Day” at Discovery Cube every first Tuesday of the month. Santa Ana families are able to attend the science center for free during these dates with proof of residence. In addition, Santa Ana Unified School District teachers are admitted to the science center for free at all times whether on a field trip or as a visiting guest.

As Discovery Cube continues to grow, so does our partnership with SAUSD. As mentioned previously, during the past eight years, Discovery Cube has provided afterschool programs to SAUSD either by direct delivery or indirectly, through training THINK Together staff to conduct STEM-based programs. Currently Discovery Cube is conducting STEM-based afterschool programs at twenty elementary and intermediate schools.

*Discovery Cube is excited about continuing to partner with SAUSD to ensure that all children are prepared to be college and career ready and that there is a clear focus on results-based learning by all parties involved: the Science Center, the District, the teachers, the students, and their families. We appreciate your consideration of our request to participate as a leader and partner in your after school program.*



## **Executive Summary & Introduction**

The Boys & Girls Club of Santa Ana's (BGCSA) mission is to promote the positive and healthy development of youth, especially those from disadvantaged circumstances, by providing services that build the skills, civility and self-confidence necessary to succeed in a competitive world. Founded in 1954, BGCSA is part of the nationwide movement of community-based, autonomous Boys & Girls Clubs and Boys & Girls Clubs of America and has earned recognition as one of the most innovative and effective Clubs in the nation. As such, we tailor national best practices to address the unique needs of our community, serving more than 3,000 youth and adults each year.

For over 60 years, the Boys & Girls Club of Santa Ana has been Santa Ana's premier mentoring organization. We have strengthened families and saved lives through our mentor relationships, evidence-based programming and family support systems. The BGCSA is pleased to submit this proposal to the Santa Ana Unified School District (SAUSD) in an effort to continue to be a part of the after-school program services provided for the 2015-16 school year. As the Santa Ana Unified School District seeks to enhance its after-school services, we are proud to collaborate and provide our resources, expertise, and programs to ensure that all Santa Ana students have the opportunity to reach their full potential.

## **Section 1: Program Design**

### **BGCSA Arts & Culture Exploration**

At the direction of the SAUSD per the proposed Engage 360 After-School Model, we have designed the BGCSA Arts and Culture Exploration (ACE) program. The BGCSA Arts and Culture Exploration is a cluster of programs that ties together the performing arts, global awareness and college and career exploration with a multimedia enhancement component. The Arts and Culture Exploration is a custom enrichment strategy, consisting of two Boys & Girls Club of America programs and a multimedia enhancement that will be adapted to fit the Engage 360 program model. Each of the three components will be offered separately throughout the week and will work in concert with each other to engage participants from elementary to middle school grades in the art of drama, learning about cultures and diversity, and the use of multimedia while learning about and researching college majors, careers and colleges related to Arts and Culture. Below are summaries of each of the enrichment programs that will be offered as part of the BGCSA Arts and Culture Exploration:

<b>Arts &amp; Culture Exploration</b>		
<b>Program Name</b>	<b>Enrichment Core Areas Addressed</b>	<b>Delivery Schedule</b>
DramaMatters Afterschool	Arts & Culture 21 <sup>st</sup> Century Skills College & Career Preparedness	2x/week
Youth for Unity	Arts & Culture 21 <sup>st</sup> Century Skills	2x/week



	College & Career Preparedness	
Multimedia Enhancement	STEM (Technology) 21 <sup>st</sup> Century Skills College & Career Preparedness	1-2x week, depending on program needs

***DramaMatters Afterschool:*** DramaMatters Afterschool is a drama education program that encourages students to engage in hands-on activities. Drama education builds self-confidence, sparks creativity and boosts academic achievement. The DramaMatters Afterschool Program is a weekly program consisting of 60 minute sessions segmented for beginner, intermediate and advanced members. Each session is adapted to fit the age of participants as well. Sessions consist of a short warm-up; a main activity of games, script work or performance; and a 10-minute cool-down. Lessons also include many different ways for members to express themselves creatively, from costumes to set design to directing. Students will develop 21<sup>st</sup> Century skills, such as critical thinking, communication, collaboration, and creativity. Students will develop confidence and presence, practice articulation and expression of thought, increase understanding of cause and effect and how it relates to the development of a strong story line. The program curriculum ends in a culminating event during which students demonstrate their acquired knowledge by putting on a play.

***Youth for Unity:*** Through a comprehensive set of interventions, the Youth for Unity program aims to promote and celebrate diversity while combatting prejudice, bigotry and discrimination. Youth for Unity features age-appropriate programming for youth. The program builds the capacity to help students appreciate themselves as unique and special individuals and encourage global awareness by understanding diversity in society, recognizing bias and unfairness and taking personal leadership in confronting bias.

Students will “travel the world” by visiting a new country each week, to learn about the culture, art, geography and customs of that particular country. At the end of the week students will receive a stamp on a make-believe passport to show where they have been and what they have learned. The program will end in a culminating event with students hosting a “multi-cultural” fair, where they will prepare exhibits on their favorite countries.

***Multimedia Excursion:*** Multimedia Excursion is a lesson enhancement component that allows students to explore the “multi” in Multimedia through auditory and visual elements such as photography, audio, text, and design. With the use of chrome books, along with multiple educational applications (such as Google and web-based tools), students will further dissect topics learned in other *Arts & Culture Exploration* modules as well as school-day lessons.

**Range:** The range of our program is open to all ages. We will provide programming to students at the Elementary and Intermediate levels. Lessons and activities will be tailored to be grade-level appropriate.





## **Section 2: Elements of High-Quality Programming**

### **Linkages to the School Day**

The Boys & Girls Club of Santa Ana believes the best After School Program is one that complements the traditional school day and is aligned strategically to the goals, priorities and direction of the SAUSD. Each program in the Arts, Culture and College Exploration is designed to meet 21<sup>st</sup> Century learning outcomes and reflect elements of the common core by providing real-world, hands-on, and robust learning opportunities that build the skills that Santa Ana students will need in order to be successful in college and career. Each program in the Arts, Culture and College Exploration is aligned with the Common Core State Standards by preparing students for College and Career Readiness through lessons that incorporate reading, writing, speaking and listening, and language development.

In addition to the strengths of the program in connecting to the Common Core State Standards, the Boys & Girls Club of Santa Ana has also adopted a series of best practices to support linkages to the school day such as:

- Staff supporting school events and initiatives such as Back to School Nights, Open House, School Fundraisers, and awareness campaigns
- Aligning to the SAUSD Core Values and Seven Building Blocks to Success
- Site staff participating in SAUSD and OCDE training when offered
- Site staff communicating regularly about strategy, target goals, and results with parents, community members, and school partners

### **High-Quality Staff**

The Boys & Girls Club of Santa Ana believes that our success and ability to reach goals is based entirely on who we hire, how we train them, and how we support them as they mentor Santa Ana youth. Our hiring and screening standards align to those set forth by the SAUSD and are NCLB compliant. We have demonstrated the ability to maintain those standards over the last several years as a contractor of the SAUSD. At a minimum, all BGCSA employees go through Live Scan fingerprinting to ensure that they have a clear criminal record, have earned at least two years worth of college credit, have a clear TB test, and have an interest in and passion to serve youth. All Mentor Professionals meet these expectations and most far exceed it. Several of our Mentor Professionals have earned four-year college degrees, teaching credentials, graduate degrees, and have previous experience in the field of child and adolescent development.

### **Safe and Appropriate Environment**

We believe that there is nothing more important in our day-to-day operations than the safety of the children that we serve. Our commitment to safety includes, but is not limited to: crisis management



plans, conducting background checks on our Mentor Professionals and volunteers, CPR and First Aid training, procedure and policies to promote safety, staffing according to the 20:1 ratio required by the ASES grant, regular inspection of equipment used in programming, and conducting safety training for our staff, students, and volunteers. Safety is a component of every training session throughout the year and our team has access to training and best practice resources from Boys & Girls Clubs of America. The Boys & Girls Club of Santa Ana also conducts feedback surveys from Club Members to assess the perception of safety and learning in the after school program that helps prevent or deter injury, abuse, violence, and accidents.

In addition to Mentor Professionals assigned to each site, our dedicated team of senior staff members perform regular quality assurance visits. It is during these site visits that we identify areas for improvement, provide feedback and coaching to our team of Mentor Professionals, and ensure that our programs are safe and of high quality.

### **High-Interest Programming**

Our Formula consistently provides the most powerful Club Experience— by implementing the *Five Key Elements* for Positive Youth Development in all of our programs, we ensure that children and youth are exposed to high-quality programming that is interesting and engaging at all grade levels.

### **FIVE KEY ELEMENTS FOR POSITIVE YOUTH DEVELOPMENT**

Boys & Girls Clubs of America reviewed youth development research and worked with the Search Institute to identify the key elements that ensure positive experiences for youth and help them achieve important outcomes.

1. ***A safe, positive environment:*** The Boys & Girls Club is a safe haven where members feel physically and emotionally secure at all times.
2. ***Fun:*** The Boys & Girls Club facility, staff, and program offerings create a welcoming, positive environment that allows members to engage in play, enjoy their play time and be happy and eager to come to the Club.
3. ***Supportive relationships:*** The Boys & Girls Club ensures that every young person feels connected to one or more adults and has friendships with peers.
4. ***Opportunities and expectations:*** Boys & Girls Club staff and programs consistently communicate the expectation that every child has the potential to excel, be productive, and succeed at the Club and in life.
5. ***Recognition:*** The Boys & Girls Club takes every opportunity to recognize and validate Club Members' achievements and accomplishments.



### **Section 3: Organizational Design**

#### **Capacity**

The infrastructure for leadership, training, quality assurance, and program development is already in place to support the proposed Engage 360 model. The Boys & Girls Club of Santa Ana also currently employs all of the required Mentor Professionals needed in the proposed staffing projections, which includes substitutes to cover in the event of a staff member's absence. We are confident in our ability to meet staffing expectations for the September launch of Engage 360. Our team is knowledgeable and sensitive to the expectations of ASES funded after school programs to include the staffing ratio of 20:1 at all times.

#### **Professional Development**

Training and professional development has always been a high priority for the Boys & Girls Club of Santa Ana, since this directly links to the quality of our programs, retention of our professionals, and most importantly, the experience of our Club Members. Boys & Girls Club of Santa Ana University is our Professional Development Strategy that develops talent, hones professional skills, and coaches our professionals to be the best role models and mentors to our Members. This professional development strategy is a combination of both formal training and coaching sessions throughout the year. Our leadership team incorporates local resources for training as well as the resources for professional development from Boys & Girls Clubs of America.

All new Mentor Professionals participate in an orientation that prepares them for their role as mentors. During this process, we clarify expectations, prepare them for their positions, and equip them with the tools to lead program areas. Additional ongoing training opportunities throughout the year include areas such as CPR, first aid, classroom management, safety, mentoring strategies, and specific Boys & Girls Club of Santa Ana and Boys & Girls Clubs of America program curriculum.

In addition to the professional development strategy of BGCSA University, key professionals attend regular trainings offered by the Orange County Department of Education, Boys & Girls Clubs of America and the Boys & Girls Clubs of Orange County Professional Association.

#### **Communication with Stakeholders**

The Boys & Girls Club of Santa Ana will communicate regularly with Santa Ana Unified School District personnel at both the district office as well as local schools. In collaboration with Santa Ana Unified School District leadership, we will set target goals, develop strategy, and review impact of mentor programs. At each school site that we are assigned to, our leadership team will meet with the site coordinator and principal 2-3 weeks prior to program implementation to prepare for the transition, review goals, discuss logistics, and set expectations. The same leadership team will follow up throughout



the 6-week period to monitor progress and will again meet at the end as part of the exit strategy. It is the goal of the Boys & Girls Club of Santa Ana to leave some tools and ACess to resources in place after the 6-week period.

Communication with stakeholders has been and will continue to be a high priority for us. We are committed to adopting new strategies at the discretion of the SAUSD such as progress reports to the Administration or School Board Members, updates or outcome measurement for public release, or other forms of communication.

### **Track Record of Volunteer Engagement**

The Boys & Girls Club of Santa Ana has a strong track record of volunteer recruitment and engagement. Through strategic outreach, relationship management skills, corporate and private partnerships and effective screening systems, the Boys & Girls Club of Santa Ana secures hundreds of volunteers annually.

Volunteers are utilized as tools in the enrichment process to share their stories and help students make connections between curriculum content and real-world applications, as well as assisting our Mentor Professionals in the day-to-day delivery of program and bringing the mentor-to-student ratio down.

Volunteers are recruited, screened and trained prior to allowing their participation in program. All volunteers over the age of 18 are required to go through a background check process and are supervised at all times.

### **Program Evaluation**

The goals of the Arts, Culture and College Exploration will be measured through the use of the Boys & Girls Club of Santa Ana's comprehensive 21<sup>st</sup> Century Skills Evaluation tool, which will include observational data collected by Mentor Professionals throughout the progression of the programs and student feedback surveys. Mentor Professionals will be asked to observe and grade students on the four 21<sup>st</sup> Century Skills of creativity, collaboration, critical thinking and communication throughout each of the components of the Arts, Culture and College Exploration. The student self-assessment component will provide feedback on student's feelings of self-efficacy, confidence, and knowledge on the subject matter and will be administered both before and after program implementation. Data will be used both within the BGCSA and externally for key stakeholders to review. Internally, we analyze the data to improve delivery of programs and Club Experience. We also use data to identify members for targeted intervention. Externally, we will use the data collected to demonstrate our Club's impact to donors, partners, and the community.



## Section 5: General Budget

### Track Record of Fiscal Management and Accountability

As one of Orange County's most respected non-profits, the Boys & Girls Club of Santa Ana has honorably served thousands of youth while maintaining fiscal responsibility and accountability as a high priority. Fiscal Accountability is achieved through an executive staff capable of managing a high-functioning business and a Board of Directors with a track record of fiscal oversight and governance.

### Proposed Budget

The budget below is based on a 6-week rotation and a 20:1 staffing ratio. The proposed budget includes all staffing needs for professional development, quality control oversight, support services for program development, outcome measurement, supplies, and additional priorities for volunteer engagement and securing matching funds. Based on the projected ADA numbers for the 2015-2016 school year, the estimated cost per student per day will be approximately \$.55. This amount will allow the BGCSA to purchase needed supplies to facilitate the Art, Culture and College Exploration curriculum with all students in the program.

#### BGCSA Arts, Culture and College Exploration Budget - Elementary

Expense Categories	6 sites
Direct Service Mentor Professionals	231,532
Program Oversight	55,500
Employee Benefits, Taxes, Insurance, Transportation, Training, Etc.	94,721
Supplies*, Curriculum, Outcome Measurement & Equipment	20,000
Total	401,753

\*Supplies exclude technology required for programming and assumes permission to use SAUSD technology allocated for the Engage 360 Program

#### BGCSA Arts, Culture and College Exploration Budget - Intermediate

Expense Categories	1-2 sites
Direct Service Mentor Professionals	54,612
Program Oversight	21,500
Employee Benefits, Taxes, Insurance, Transportation, Training, Etc.	25,117
Supplies*, Curriculum, Outcome Measurement & Equipment	9,475
Total	110,704



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\*Supplies exclude technology required for programming and assumes permission to use SAUSD technology allocated for the Engage 360 Program

## **Matching Funds & Resources**

Throughout the Boys & Girls Club of Santa Ana's 60 year history, the Club has consistently raised millions of dollars, on an annual basis, that directly supports our mission and puts Santa Ana students on a path towards high school graduation with a plan for their future. Through the support of large strategic partners and small donors alike, our Club has been able to constantly innovate and invest in new programs, facilities, and resources that allow us to create the greatest impact with our kids and create greater outcomes in their lives. In addition to direct donations to the organization, the Club also secures thousands of dollars annually in in-kind goods that further support academic performance: school supplies, technology, Christmas toys, field trips, college scholarships, and food. The Boys & Girls Club of Santa Ana also offers in-kind services and goods to local schools such as food baskets, supplies, parenting workshops, intervention programs, transportation, sponsorship, use of equipment, staffing for events, and access to our Main Club facility. The Club has a strong tradition of providing volunteer hours and manpower for the kids we serve; through our vast network of corporate partners, (ATT, PIMCO, Fluor, EMC, Microsoft, and many more) last year the Club secured over 700 volunteers to mentor Santa Ana youth and provide them with insight into new career opportunities, education pathways, inspiration for the future, and words of encouragement. Our Club is focused on our mission to create impact and better serve our kids; we are committed to securing the necessary support and investments to our program and have on average raised more than two dollars in matching funds for every dollar of SAUSD school based program funds.

## **Section 6: Success & Sustainability**

### **Sustainability**

The Boys & Girls Club of Santa Ana is proud to have served Santa Ana youth and families for almost 60 years; serving as a partner with the Santa Ana Unified School District to align with SAUSD's vision, values, and priorities.

We believe our mutual success is tied together; we are equally responsible for the outcomes seen in our community and we are committed to raising the standards and expectations for Santa Ana youth. We are committed to evolve as an organization based on the needs of our youth and families, and align with the new direction of the Santa Ana Unified School District.

With a high level of excitement we are proud to embrace the Common Core into our holistic and project based philosophy. As a partner for almost 60 years, we are committed to ensuring the SAUSD successfully continues this initiative and that we are aligned strategically.



### **Resources and Support from Boys & Girls Clubs of America**

As a proud affiliate of Boys & Girls Clubs of America, we have the benefits and resources of a national organization with the flexibility and nimbleness of a local community-based organization. As a member of the Boys & Girls Clubs of California Alliance, we have a Government Relations team in Sacramento advocating and strategizing directly with legislators on ASES funds for after school programs. Boys & Girls Clubs in California represent the largest service provider network of after school programs in the State of California, and as a result are considered by legislators and policy makers as a key strategic partner to ASES funding.

Boys & Girls Clubs of America also provides a Government Relations team in Washington D.C. advocating and working with legislators to secure federal funds for intervention programs, mentoring programs, juvenile delinquency prevention, as well as training, marketing, curriculum, and fundraising.

Boys & Girls Clubs of America exists entirely to support local Clubs through National Marketing, National Fundraising, Professional Development, Program Development, Outcome Measurement, and other support systems.

### **A Collaborative Spirit and Partner-Driven Philosophy**

As a community leader, we feel it is one of our responsibilities to foster relationships with other non-profits and more importantly, find opportunities to collaborate and work together to address social issues. Depending on competencies and program structure, partner agencies are scheduled throughout the year into our normal day-to-day services. Our skill is to foster partner relationships as the lead agency, and coordinate service delivery. When we work together to combat social issues we are more effective at aligning resources and delivering higher quality impact to those we serve.



### **Proposal Summary**

Students in America are all held accountable to the same expectations and goals no matter where they grow up. Those expectations are to meet basic academic benchmarks such as grade progression, reading levels, math skills, and critical thinking. It is also expected that all students graduate high school on time and leave with a plan for their future.

It is unfortunate and simply unacceptable that as a country we have a large population of youth who will not meet those basic standards. It is even more troubling that statistically African American & Hispanic students are at higher risk of dropping out of high school.

It is clear to us that Santa Ana youth are struggling to succeed due to their lack of access to mentors, resources, and support systems.

The Boys & Girls Club of Santa Ana interprets this cry for help from the youth of Santa Ana as a call to action. We must serve more kids and save more lives.

We have a vision for a better Santa Ana, where success and college is within reach of every student. We are committed to working with the Santa Ana Unified School District to ensure Santa Ana students graduate high school with a plan for the future and are equipped to successfully compete in a global economy.

Elizabeth Aguilar  
Chief Operating Officer  
Boys & Girls Club of Santa Ana





# Toyama Karate-Do

“Youth Developing Self-Discipline through Martial Arts and Fitness”

## Proposal

School Years

2015-2016 2016-2017 2017-2018

Santa Ana Unified School District

RFP # 15-15

After-School Program Enrichment Provider

for

After-School Education and Safety Program / 21<sup>st</sup> Century

Community Learning Centers Grant K-8

Contact: Rodolfo Cazales, Araceli Cazales

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# **Toyama Karate-Do Organization**

After School Program Service Provider for

SAUSD

## **Purpose**

Toyama Karate-Do Organization is pleased to submit this proposal to the Santa Ana Unified School District (SAUSD), in an effort to continue as part of the after school program service providers for the up-coming 2015-2016, 2016-2017, and 2017-2018 school year. Our program is a perfect fit as an enrichment providers offering specialized movement through Martial Arts. We understand and value the need of the SAUSD to established merging efforts with local community programs, in order to improve the enrichment program needed for students in a safe and fun environment; such programs that students would have no access due to many reasons.

Toyama Karate-Do was established in Santa Ana in 1991, and continues to be one of the prominent schools in the teachings of Karate in California. Our ongoing 13 year After School Program is called “Youth Developing Self-Discipline through Martial Arts & Fitness” (YDSDMA) it was established in 2000, with the help of a Santa Ana College and the SAUSD by Board members and the Superintendent. **Our mission is to collaborate in the common core efforts, the LCAP, and the seven building blocks for the SAUSD by providing martial arts lessons as a tool to guide student’s energy, motor skills, and mental capacity to learn and understand the importance of confidence, concentration, focus, respect, values, physical fitness, discipline, leadership, nutrition, and safety.** We offer specialized movement which then transfers over to creating great students that will perform better in school because they are ready to learn with no limitations and focus.

We support the After School Program Enrichment Goals and all its efforts such as this one in order for the SAUSD to continue to improve student’s academic achievement, and the opportunity for students to be part of developmental activities in a safe environment. Many studies show that students who are involved in a Structure Physical Activity such as Karate, increases the scores on standardized tests, students concentration, and reduces disruptive behavior, and promotes a better health. These improvements allow for cost-effective strategies to be made by districts to maximize funds. We believe we are a much needed program in our community, which will keep partners like us promoting a positive stage in the life of the students to help them achieve success along with family involvement.

## **1. Program Design**

Our program is far beyond just the simple idea of teaching students to kick and punch; we focus to lead student's energy and knowledge towards understanding and demonstrating discipline, confidence, and educational improvement. This allows academic providers to have students ready to learn by being attentive.

**A. Range:** The range of our program is open for all ages. We will provide Karate to students at Elementary and Jr. High level. Our classes are designed to adapt to the needs of every school, and interest of age group. Karate is a popular way to keep students active and learning skills that will help them educationally. We promote non-violence structure to get their minds working towards a positive result.

**B. Types of Programs:** The types of programs we have are (1) Tiger Karate for K<sup>st</sup>-2<sup>nd</sup>, (2) Eagle Karate for 3<sup>rd</sup>-4<sup>th</sup>-5<sup>th</sup>, and in elementary schools who wish to customize our program. In Intermediate Schools we offer (3) Jr. Karate, Kick Boxing, and Dynamic Martial Arts for all Intermediate Grades.

**C. Number of Students and Schools:** Our program proposal is to serve approximately over 4,500 Elementary students and approximately 615 Jr. High students based on SAUSD numbers provided. Service will be offered throughout 6 week rotations of; such system the SAUSD will run during each school year of this 3 year service proposal. Starting September 2015-June 2016 we will teach all Elementary kids in the after school program based on 6 rotations of 6 weeks in each area which will have approximately an average of 774 students. We will service all Jr. Highs with the same 6 week rotation structure serving approximately 112 students per site.

**D. Program Details:** Students will receive a Karate Class 5 times a week for a total of 30 classes in their 6 week rotation. The classes will be 1 hour long, serving groups of 20 students in each group as some sites which require 2 to 3 consecutive classes. **Additional Service:** Students will be able to attend our local dojo at no cost on Saturdays for FREE training during and after their rotation and also in case of no classes during the Holidays, or non-instruction days to continue their training. Students and their parents will be invited to participate in Out-Door Classes once a month, 4 Karate-Day Camps throughout the year, Tournaments, and Seminars.

**E. Safety and Responsibility:** Students are provided with an Application which serves as a waiver to be part of our program. We make sure parents are aware students will be taking place in our Karate Class and released from other activities to participate. Once a student is on a list he or she will be asked to participate in every session. Once the Instructor arrives and checks in with After School Coordinator, we assume all legal responsibility and liability by providing our General Liability covering every site we teach at. That ends when we return or dismiss students to your staff. On the waiver parents sign there is also a section which ask for the permission to take pictures and video for reporting purposes only. We are also responsible for reporting to you on a monthly report explaining in detail what was accomplished throughout that month.

**F. Class Structure:** All classes will be conducted with the same Teaching Guideline in order to maximize our time with students regardless of group. This guideline is called the Yon (Japanese #4) System, which is a system that is composed of 4 components. (1)Warm-Up, which are exercises that nurture conditioning, resistance, and willpower not to give up. (2)Basics, review of old and new material. (3)Accomplishment, which will always take place as the end of class; this is when students perform what they have learned. (4) Enrichment, activities or hand-outs that tie up with important dates such as Family Day, Walk to School Day, Red Ribbon Week, as well as Martial Arts Material for better discipline, confidence etc.

**G. Class Principles:** Our program will expose and teach students how to demonstrate the following principles throughout specialized movement in martial arts: (1)**Concentration & Focus**; creating positive habits that will help students become better in school, home, and everyday activities. (2)**Respect & Values**; improving their self-conscience, which will make a positive change in the way students respect themselves and others. (3)**Confidence**; preparing students physically and mentally secure to execute any given task. (4)**Physical Fitness**; enhancing their body strength, endurance, and motor skills needed in order to perform well in any activity. (5)**Discipline**; having them set commitments to carry out directions and completing tasks, making it harder to accept failure. (6)**Leadership**; showing them they are always in control to make positive choices without following others actions. (7)**Nutrition**, helping them understand the positive outcomes as a result of a healthy life style and eating habits. (8)**Safety & Self-Defense**; showing them to be aware of the surroundings and prepared to stay away from possible dangers.

**H. Class Expectations:** Throughout every class in our program students will be asked to follow instructions in order to have them understand and demonstrate respect, discipline, and self-confidence. We will teach them to answer “Yes Sir”, “Hai” or “Yes Sensei” when instructors ask a question or give a command. As a form of respect for the location we train in, students will be asked to have a “Shoe Line Up” in order for them to practice good conduct and responsibility. There will also be “Class Line Up” to ensure that there is order and safety for training.

**I. Class Enrichment Approach:** Students will participate in activities and hand-outs during class and at home as part of our enrichment approach. The goal is to promote Literature, Parent Involvement, Academics, Drug and Alcohol Prevention, and the importance of being confident to avoid being a Bully or being Bullied. Here are some of the Examples: (1)Toyama Karate-Do History Hand-Out- This is a packet that is read in class to let students know a little more about Toyama Karate-Do. Serves as a tool for Instructors to share their story of how Karate has helped them become great leaders, as well as inspire students. This activity promotes Role Models and leading by example. Instructors read the material for the first 2 weeks of school in order for students to be more familiar with our program. (2)Family Day Hand-Out- A National Movement that promotes a Family Night in which students and parents sit down and discuss the importance of staying Drug and Alcohol Free. This activity promotes Parent Involvement because it is a hand-out we created for students and parents to fill out and encourage students to have dinner with the Family

that night. We award 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> place winners at each school for the best work from students once it is returned and read by Instructors. (3)New Student Survey-Students are given a survey. This helps us understand what students expect from us and why they decided to be part of the program. This activity promotes personality and individualism. It is important to us because we want to keep students involved and in the after school program in order to prevent dangers at home or in the streets because the lack of no parent supervision after school. (4)El Dia De Los Muertos / The Day of the Dead (Halloween)- This is an English Literature Activity explaining the history and the meaning behind the Hispanic “Dia de los Muertos” Culture. This promotes Literature and Culture. The Instructors direct the reading during the first 15 minutes of class. Students are then asked to take home the material to share with parents. (5)Thanksgiving Turkey Hand Out- This is a fun activity that is geared for students to express what they are thankful for. Students get a chance to take home their Turkey drawing and bring it back the next day colored and with their top choices on what they were thankful for. This activity promotes values and appreciation for everything students have and receive. (6)Just Be Safe Rules Hand-Out- A fun and simple list of rules for students to follow in order to be safe at all times. This activity promotes safety and awareness. Students go over the list with the Instructors and are asked questions in regards to several different examples of when to put the rules in action. (7)Black Belt Academy Packet Hand-Outs- This activity packet is geared to help students understand the Martial Arts Principles, and when they should be demonstrated. Instructors spend a few minutes once a week for the entire school year program going over the material. The hand-outs give different exercises in which students have to analyze and response to the questions. This activity promotes team effort and literature because students have to use their reading skills and retention.

**J. Student and Family Attraction:** Because of the community already aware of our on going 13 year Karate Program as part of the SAUSD, we can always predict a 98% guaranteed enrollment within the first few weeks because of returning studentS. The other 2% to attract new students is never a challenge because the main reason why Karate is always a demand in any District is the cost. Karate is a very popular physical activity that many parents seek for their children as well as students. Unfortunately they sometimes never get a chance to get involved because of the high fees of most local studios such as \$150 and a few topping \$225 a month per child. This makes our program a perfect fit as one of the enrichment programs for the students in the SAUSD. Throughout specialized movement in martial arts they will gain a mental and physical strength which will create a positive impact in their life and education.

**K. Student Retention:** As far as retention our strategy has a great track record with 99% retention. Our program will not have any problem having retention by students and parents as asked in the proposal. Our Karate After School Program is designed to offer high quality teachings just like any other well recognized studio. We have the ability and experience to provide a dynamic fun approach towards teaching karate and meeting educational requirements while doing so. We use new trends such as Xtreme Karate, Flashy Routines, and Crossfit Karate workouts that always have the students engaged and learning. With that approach we incorporate our Traditional Karate System which teaches the principles of Martial Arts.

**L. Organizational Structure:** Our organizational structure is designed to assist in any efforts that are being worked on by after-school program. This will allow the communication between District and us in order to maintain a high level of performance. We will provide the following: Director, Coordinator, Teaching (Karate) Advisor, Supervisor, and Instructors. The Program Director will be responsible for providing elements to staff in order for the entire program operation to be efficient. Director will also take part of any District requirements or meeting in the best interest of the After School Program. The Coordinator will manage the day-to-day operations such as schedules, times, and attendance as a whole. The Teaching Advisor is the person who will coordinate what lesson plan throughout karate will be executed. Such duties involve preparing techniques and drills which are to be taught to students. The Supervisor will oversee and keep record of Instructor performance and also student evaluations. Duties will involve communicating with After School Program Staff regarding issues or concerns to make sure both parties are in collaboration. The Instructors responsibility is to teach class and follow guideline on lesson plan, take attendance, and prepare students towards better individuals.

## **2. Elements of High-Quality Programming**

**A. Linkages to the School Day:** Our program is committed to provide teachings and efforts connected to the regular school day. One example is when there is Testing, we make sure that our classes are geared to distress students and pump them up with positive feedback in their training so they feel confident and ready to take on the next day of testing. When there are special events such as Red Ribbon Week, Back to School Night, Open House, Spirit Week, and many more, we gear our classes based on a supporting tool to help the goal of the school and after school program direction. This can only be accomplished with the communication between our Instructors, Supervisor, Teaching Advisor, Coordinator, and your Staff to keep us informed as to what they need us to cover. Communication will play an important part in order to have student in the program released from any other activity once the Karate Instructor arrives to the school and checks in with coordinator or staff member. Since we are a service provider that will arrive after snack or announcements are over, we plan to make sure coordinator is aware of our schedule and arrival. Communication between Instructor and Staff will be essential because if another activity does not allow for Karate, we will have to re-schedule or work with each other towards a different time. When it comes to space, we always petition for an indoor open space.

Communication plays a big role in this, because sometimes these multiple purpose rooms are sometimes not available for our training which requires our Instructor and Coordinator to adapt and be creative in order to find another location or teach outside in the field. We are also aware that there are also rules and expectations from the students involved in the After School Program. We plan to offer a support system to the Staff by making sure we up-hold students to keep the same rules and expectations prior, during, and after class. We will make ourselves available to take over occasional students or groups who need extra discipline and guidance to help the school program. Our curriculum will be such as described on our Program Design on Section 1. We will provide leadership support by having Instructors take charge of their group when at sites. Students will be asked to follow directions and encouraged to work out. We can serve as Role Models or rewards to those groups of students who deserve an incentive. Leadership is what we will bring to the Karate class in order for students to follow directions not just in Karate but also in their classrooms and promote good behavior to their peers. Our methods for instruction are very unique in a sense that we are always innovating new moves and new drills that test and engage students. By using positive feedback methods when students do well, students will grow as individuals.

**B. High-Quality Staff:** We offer some of the best Instructors to teach the students in the program. Our Instructors are all Black Belts recruited from within Toyama Karate-Do to ensure quality teaching. Our proposal is to serve as Service Providers in order to offer Martial Arts as a tool to meet Educational Enrichment needs. The standards for Instructors and staff we hire have been set for years and up-hold the (NCLB). This allows us to offer a competent program for students to receive great benefits. Our standards/requirements are the following: (1) Instructors must have a High School Diploma and be an Active Student or Graduate of an accredited University, Vocational School, or College. (2) 18 years of age or older. (3) They must be Black Belt Graduate from our studio with no less than 6 months of active (un-interrupted) training prior to hire. (4) 100 Hours of Teaching Experience completed as a Black Belt 3 months before hire. (6) Must be an active student under Toyama Karate-Do. Our retention of Instructors is 98% success rate, Karate Instructors receive training 3 times a week at our dojo to ensure their skills and competition level is at high standards. They are up-to-date with new trends and skillful in Traditional Karate because we encourage them to form part of seminars and competitions. Our Instructors are great at working with kids and experienced in working with program expectations. Instructors hired through our program have experience in teaching students from all walks of life, administering attendance, and tracking performance. We offer qualified instructor who are examples of higher education. Once again our instructors are required to be enrolled in a accredited University, College, or Vocational School unless already Graduated.

**C. Safe and Appropriate Environment:** Our program offers a safe environment to the students we fingerprint all of our Instructors and promote Role Model behavior at sites and in daily life. As far as the location we make sure that possible hazards can be avoided by removing tables and chairs in order to have a safe open space. Students are not allowed to wonder or walk around while under our supervision. Students are always motivated to try their best even if their best is

not as good as others. We make sure students are emotionally safe, by not exposing the students to perform, or signaling them to take up on a task we know needs work. Our purpose is to help them gain confidence and feel safe. In the event of any dangers students are shown to go by emergency guidelines given to us by school or after school program staff. During class, Instructors do not instruct from only one place in the room, they walk around and observe for any students who need help or assistance to avoid injuries. Although Karate is a physical sport we promote self-control and do not engage in full-contact fighting. In the event of an emergency we always contact a staff member right away. Our 20:1 ratio allows for students to learn faster and perform better in school. Although the group is small we encourage students from time to time for individual training of a routine to test their retention and accuracy. Our classes are also kept in order to provide precautions in a safe environment which is asked of us by insurance.

**D. High-Interest Programming:** All of our classes maintain students physically active and engaged regardless of age or grade level. Our Karate teachings are the same because studies show that students who are engaging in mixed groups rather than by level, perform better and as a result become more confident in classrooms. It allows returning (advanced) students to serve as guides for new students (beginners). This gives the advanced students a sense of pride and leadership, yet as at the same time the positive pressure to take initiative and perform better to maintain being a leader by helping others. Mixed classes also give the beginners the positive desire not to give up and seek same level of performance as advanced students. Together both groups balance each other out and help one another to reach better results in grades in school as well as in their training. By doing these mixed classes we are not limited to teaching new material to advanced students. Instructors are capable to incorporate material that both advanced and beginners will understand and execute. The only developmental difference is in their motor skills, conditioning, retention, and moves. But the developmental stages that stay the same is the increase in attention, focus, confidence, and performance in the classroom.

### **3. Organizational Design**

**A. Program Leadership:** Our program provides a Coordinator, Teaching Advisor, and a Supervisor to ensure Instructors are prepared and efficient. The requirements are the following: (1) Must be able to carry out the direction of the program on a day-to-day operation. (2) Experience in working as a Martial Arts Instructor with a minimum of 2 years experience for Supervisor, 4 for Coordinator and, 6 Teaching Advisor. (3) High School Diploma and be an Active Student or Graduate of an accredited University, Vocational School, or College. (4) 18 years of age or older for Coordinator and Supervisor, and 25 and older for Teaching Advisor. (5) Minimum 1<sup>st</sup> Degree Black Belt for Supervisor, 4<sup>th</sup> Degree for Coordinator, 6<sup>th</sup> Degree for Teaching Advisor. (6) Coordinator and Teaching Advisor must be Certified Martial Arts Instructor by World Professional Black Belt Martial Arts Organization. (7) The Teaching Advisor must have experience in Testing and evaluation Karate.



**B. Capacity:** We have a 98% retention in our group of Instructors because we encourage them to further their education and training. We have a capacity to hire 2-5 new Instructors every year because we graduate anywhere from 5-15 Black belts per year. Many who at that point begin their training to one day be considered to be part of the After School Program. In the event of a After School Assigned Instructor being absent we first get a substitute Instructor already in the program to cover the class. We then contact Coordinator of the After School program to inform them of the change for the day.

**C. Professional Development:** Our program is always seeking continued education for our employees. We provide them with opportunities to be part of work-shops, seminars, and trainings by other outside agencies such as: Orange County Department of Education, Santa Ana College, National Association of Professional Martial Arts Instructors, etc. Instructors are in a special Training every two weeks called "Instructor College" which is a training every two weeks where we train them in house to come up with new methods and re-enforce old ones. They also have to be part of their regular 3 times a week class to be able to continue teaching for the program. Instructors will also be asked to participate in any training given by the SAUSD.

**D. Communication/Information Dissemination:** We provide our own flyers and information sheets given to the students and their parents. Prior to sending them we always seek approval from After School Staff Directors and provide a copy to After School Program Staff to make sure they are aware. Communicating important dates and times to our extra-curricular events to parents and students is important to us. We also follow up with some of our Instructors making phone calls to recognize great work and also to inform parents when there is a concern. Our method to communicate our program details will be through constant communication with newsletters and reports provided to every site. The community at large is also kept informed by presenting informational reports to the School Board as to how the program is doing. We host an open-house at Toyama Main Studio in which parents are part of a meeting and informed of program success and important dates. We provide mentoring for parents and various Karate Day Camps for the students in the program. Several organizations with areas of expertise in education assist by giving workshops.

**E. Volunteers:** We value the time of those who want to help. We recruit our Jr. Black Belts to come and assist in the implementation of our program. We also encourage parents to take part of their child's training by coming to a class and assist in the holding of punching bags or setting up materials. We are always open to volunteers and plan to promote more volunteers to be part of our program. It allows for students to take the most out of every class.

#### **4. Program Evaluation**

Evaluations are also a great piece of how our program is able to record data and track their improvement, performance, and educational enrichment. We have developed evaluation hand-outs such as: Student Profile Evaluation, Student Survey, and the I Feel Better Evaluation. The Evaluations are a very important part of how our system works. We also ask parents for copy of

report cards and track how they are improving or what area we need to help them with by distressing their mind and helping them become more efficient at the skills needed in that subject. Here is an example: If math is a challenging subject we focus to teach and guide students how to coordinate and retain drills which exercise their mind, piece things together, and follow a step by step approach.

We also make this information available to the parents and the school by providing reports and statistics to staff members in order to stay informed of students progress. All the information will be open to public in order to be transparent in our program.

We have always presented to the SAUSD board and will continue to do so in order to maintain a high caliber program.

## **5. General Budget Information**

The proposed budget will cover the cost of Toyama Karate-Do for services rendered for 10 months as a Service Provider specializing in Enrichment throughout Specialized Movement. Our After School Program cost is 68% less of its value, and 75% less than other Karate After School Programs at Private Studios. Our services will include: Karate After School program for up to 774 Elementary students and up to 112 Jr. High Students in 6 rotations of 6 weeks each throughout each of the school years. Toyama agrees to teach 5 times a week and have Instructors work 4 hours Mondays, Tuesdays, Thursdays, Fridays, and 5 hours on Wednesdays. Toyama is responsible for the following expenses upon proposed budget approval: (1) Payroll of Instructors, Supervisors, Coordinators, Advisors, and Director. (2) Training of Instructors (3) General Liability Insurance. (4) Materials such as gear and equipment for training. (5) Office Materials and communication such as copies and flyers. (6) Instructor apparel

**A. Example of Normal Cost Per Student in Karate:** Regular fees for a service such as the one in this proposal, has a valued cost per child of \$10 each hour, which represents \$50 a week = \$300 a 6 week rotation.

**B. Our proposed cost for SAUSD will be substantially less because of our efforts to reach out to the community and assist district goals for the enrichment portion of the After School Program.** Our mission is to use Dynamic Martial Arts as a tool for enrichment in order to help student maximize their potential academically. The cost per child is \$3 for each hour of class, which represents \$15 a week = \$90 a 6 week rotation.

- **Explanation of Regular Karate Fees**

- **Normal Cost Elementary Schools (1 Student)**

1 Hour Class/Per Day	\$ 10.00
5 Classes / 1 Week	\$ 50.00
Cost Per Child 1 Rotation	\$ 300.00
<b>Cost for up to 774 Students 6 rotations of 6 weeks</b>	<b>\$1,393,200.00</b>

- **Normal Cost Jr. Highs Schools (1 Student)**

1 Hour Class/Per Day	\$ 10.00
5 Classes / 1 Week	\$ 50.00
Cost Per Child 1 Rotation	\$ 300.00
<b>Cost for up to 112 Students 6 rotations of 6 weeks</b>	<b>\$ 201,600.00</b>

- **TOTAL DIRECT (REGULAR) COST FOR SERVICE** **\$1,594,800.00**

### **C. Proposed Cost Break Down to SAUSD for the same service 2015-2016**

**(District Commitment):**

**Elementary**

• 1 Hour Class/Per Day / Per Student	\$ 3.00
• 5 Classes / 1 Week / Per Student	\$ 15.00
• 1 Rotation of 6 weeks / Per Student	\$ 90.00
• 1 Rotations of 6 weeks / up to 774 Elementary Students	\$ 69,660.00
• 6 Rotations of 6 weeks / up to 774 Elementary Students	\$ 417,960.00

**Total Cost for Elementary for 2015-2016** **\$417,960.00**

### **Jr. High School**

- 1 Hour Class/Per Day / Per Student \$ 3.00
- 5 Classes / 1 Week / Per Student \$ 15.00
- 1 Rotation of 6 weeks / Per Student \$ 90.00
- 1 Rotations of 6 weeks / up to 112 Jr. High Students \$ 10,080.00
- 6 Rotations of 6 weeks / up to 112 Jr. High Students \$ 60,480.00

**Total Cost for Jr. High for 2015-2016 \$ 60,480.00**

**D. Total Cost to SAUSD for 2015-2016 \$ 478,440.00**

- **Elementary \$ 417,960.00**
- **Jr High \$ 60,480.00**

### **\*Budget Breakdown**

- **Staff ( In compliance with contract) \$ 464,800.00**
  - Staff ( In compliance with contract)
  - Director, Coordinator, Instructors  
(15 Instructors + 1 Permanent backup Instructor)
- **Statutory and other employee benefit cost \$ 10,500.00**
- **Supplies and Equipment \$ 3,140.00**

**D. In-Kind Resources Provided:** The value cost of our program to provide a service to all the kids in the after school program k-8 at all 46 schools (Elementary & Jr. High) is **\$1,594,800.00.00** in which we are committed to helping the community by giving the SAUSD an “in-kind” donation discount of **\$1,116,360.00** towards the cost of the 2015-2016 program. Leaving a total cost to the SAUSD of **\$478,440.00**.

**E. Total Cost forecast for the same service 2016-2017**

<b>Total Cost SAUSD 2016-2017</b>	<b>\$ 518,310.00</b>
○ <b>Elementary Budget</b>	<b>\$ 452,790.00 at \$3.25 a class per student</b>
○ <b>Jr High Budget</b>	<b>\$ 65,520.00 at \$3.25 a class per student</b>

**F. Total Cost forecast for the same service 2017-2018 (Status Quo)**

<b>Total Cost SAUSD 2016-2017</b>	<b>\$ 518,310.00</b>
○ <b>Elementary Budget</b>	<b>\$ 452,790.00 at \$3.25 a class per student</b>
○ <b>Jr High Budget</b>	<b>\$ 65,520.00 at \$3.25 a class per student</b>

**G. Commitment and Adequate Resources:** Our commitment towards SAUSD is to provide our area of expertise to facilitate the educational enrichment needed for the students in the district. We have the resources to meet the requirements of providing a program at each of the sites requested, and to maintain a transparent program that provides what it is contracted for. Our program is willing to negotiate alternatives, new ideas, and implement our services as needed. Our commitment to the community is far beyond just a contract, we want to empower and inspire the students we serve to pay attention to the Teachers, and Staff who guide their Academic Goals.

**6. Success and Sustainability**

**A. Record of Success:** This is will be our 14<sup>th</sup> consecutive year providing our Karate Program to the SAUSD as Enrichment Providers offering Specialized Movement through Dynamic Martial Arts. We have taught an average of 645 students per year up to 2014 and now over 3500 per year as of 2015, and have had a daily attendance of approximately 96%. We are the most seked enrichment activities selected by administrators, teachers, staff and most important students during enrichment time; and our program will have completed 213,640 Healthy Hours of training once the 2014-2015 after school program is done. The students in the program or who have been exposed to our program show more discipline, confidence, and focus which has lead them to better grades and better conduct.

We have always maintained a great relationship with District in order to provide a program that always meets guidelines and collaborates with the mission to help students achieve Academic Achievement. Our program has been a stepping stone for many great students who started in the After School Program and continued. Some examples are (1) Eileen Macias, Segerstrom High School Alumni Class of 2012, attending UC San Francisco on a Scholarship for her GPA and volunteer hours as a Jr. Black Belt in our program. (2) Noemi Urquiza, Godinez High School Alumni Class of 2013, Attending Harvard University on a Scholarship and part of the Taekwondo Team (3) Julissa Mendoza, Saddleback High School Alumni, Class of 2014 attending Concordia University and part of the Young Senators program as well as a Jr. Black Belt. They all started in the after school programs.

We have great relationships with many organizations and institutions that we have worked with and still maintain a great partnership. Santa Ana Parks and Recreation, Tustin Parks and Recreation, Orange County Educational Arts Academy (OCEA), Orange County Therapeutic Arts Center (OCTAC), California Youth Soccer League, Los Amigos of Orange County, Youth Motivational Task Force, Santa Ana Public Library, Mary's Shelters in Tustin, 20 Santa Ana District Schools as Official Partners, Mothers Against Drunk Driving (MADD), The National Center on Addiction and Substance Abuse at Columbia University,

**B. Sustainability Plan:** Toyama will continue to offer its unique Dynamic Karate program in order to promote a specialized movement activity that will teach values and principles to students at the same time. Toyama will also be available whenever the SAUSD is in need of educational enrichment support far beyond just teaching Karate at the proposed sites. The communication between our program and District will be a key element to the ongoing partnership established.

**C. References:** The following individuals have expressed an interest to support and serve as a reference towards our proposal. Detailed information can be provided upon request.

Senator, Mimi Walters - Former Senator Lou Correa - City of Santa Ana Mayor, Miguel Pulido - City of Santa Ana Councilwoman, Michelle Martinez - City of Santa Ana Councilman, Roman Reyna - Santa Ana Parks and Recreation, Jeannie Jurado - President of Los Amigos de Orange County, Dr. Jose Moreno - Santa Ana Public Library, Silvia Cisneros - Mothers Against Drunk Driving (MADD), Belem Solis - District 4 PTA, Helen Martinez.

**End Notes:** Toyama Karate-Do Organization is submitting this proposal to the Santa Ana Unified School District (SAUSD) for the up-coming 2015-2016 school year followed by 2 consecutive years after that for the 2016-2017 and 2017-2018, in an effort to continue on-going service which has had great results and cost effectiveness as a providers since 2000.



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Rodolfo Cazales, Owner/Chief Instructor



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Araceli Cazales/Director

"Youth Developing Self Discipline Through Martial Arts"

**PROPOSAL  
SANTA ANA UNIFIED SCHOOL DISTRICT  
RFP 15-15  
AFTER SCHOOL EDUCATION & SAFETY PROGRAM  
ENRICHMENT PARTNERS**

***José Hernández  
Mariachi Academy***

**Provided By**

**MARIACHI  
HERITAGE SOCIETY**

**[mariachiheritagesociety.com](http://mariachiheritagesociety.com)**



**Submitted: March 23, 2015**



# Mariachi Heritage Society

## *Dedicada a la herencia musical de Mexico*

March 23, 2015

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Teresa Hernandez  
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Angeles Ochoa

Jesus Rodriguez de Hajar

Lucha Villa

Santa Ana Unified School District  
ATTN: Purchasing Dept. Director, Jonathan Geiszler  
1601 E. Chestnut Avenue  
Santa Ana, CA 92701

RE: RFP # 15-15

Dear Mr. Geiszler:

On behalf of the Mariachi Heritage Society (MHS), a 501(c)(3) nonprofit agency, it is my pleasure to present our Proposal for *After-School Program Enrichment for After-School Education and Safety Program/21<sup>st</sup> Century Community Learning Centers Grant*.

Our founder and chair, Maestro José Hernández, Grammy nominated mariachi performing artist, foresaw that the future of this vibrant performance genre lies in the hands of our precious youth. In 1991, he established the Society to provide a forum for young people to experience the joy of playing mariachi music and experience the value it can bring to developing their understanding of music in relation to history and culture.

Under the supervision of Maestro Hernández, the Mariachi Heritage Society continues to provide quality instruction in violin, guitar, trumpet, vihuela, guitarrón, and voice. Through this partnership, we would bring this same level of training to the students who would choose to participate in the Intermediate Level After-School Program.

MHS is eager to offer a program that is aligned with the artistic processes that encompass the skills, knowledge and abilities articulated in the *Visual and Performing Arts Content Standards for California Public Schools* and delivered through a team of professionals with proven experience in district and community mariachi programs.

This cover letter acknowledges our understanding of the information provided in RFP # 15-15 as well as our agreement with the stated requirements including the expectation that the program link and support the SAUSD mission and vision as well as align with the district's three main LCAP goals. It also constitutes our willingness to provide the requested services subject to the articulated terms and conditions.

MHS is also flexible in our approach and we are willing to work with the SAUSD to further refine our model to better match the program goals. In the proposal that follows, MHS has identified factors crucial to the success of this initiative.

Thank you for your consideration and for the opportunity to participate.

Regards,

  
Teresa Hernandez

626.279.1700  
10926 Rush St. Suite C  
South El Monte, CA 91733



*José Hernandez Mariachi Academy*  
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## INTRODUCTION:

The *José Hernández Mariachi Academy* is built on the four (4) pillars that are the hallmarks of the Learning and Innovations Skills of the 21<sup>st</sup> Century Student Outcomes and Support Systems – Critical Thinking, Communication, Collaboration and Creativity. The Mariachi Heritage Society, a 501(c)(3) nonprofit agency, and provider of the *Academy* program, operates with the understanding that mariachi music is the bridge to instill the identity of a harmonious heritage within our children. Because of programs like the one described in this Proposal, the beauty of our heritage will be celebrated and perpetuated.

The *Academy* not only engages its participants, but the families of the students, the school staff and the community as well through its performance-based approach to learning. This program supports music literacy in that it reinforces the same key concepts, skills, and values taught in similar, more traditional, performance-based music courses (e.g. band, orchestra, choir). It will be made accessible to any student who has the interest and desire to participate. The section on the Elements of High Quality Programming below details how the *Academy* curriculum is aligned with the *Visual and Performing Arts Content Standards for California Public Schools*<sup>1</sup>.

## QUALIFICATION:

a. The Mariachi Heritage Society (MHS) was founded by performing artist, José Hernández, director of the world-renowned Mariachi Sol de Mexico®. (See Appendix A.1.) Teresa Hernández, MHS Board Member and authorized representative of this agency and the *José Hernández Mariachi Academy*, is submitting this Proposal. (See Appendix A.2.)

b. The MHS has been in existence since 1991, and has no conflict of interest with any other work performed for the Santa Ana Unified School District.

c. The MHS provides high-quality instruction in violin, guitar, trumpet, vihuela, guitarrón, and voice. In addition to providing instruction to students ages 7 to 18, MHS creates culturally enriching performance experiences throughout Los Angeles County. MHS has worked with numerous districts to provide training in this art form so that students may be able to perform in the authentic, traditional mariachi style. Some of those districts include:

- Anaheim Unified School District
- Bellflower Catholic High School
- Compton Unified School District
- Lakewood Unified School District
- Los Angeles Unified School District
- Pasadena Unified School District

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1. *Visual and Performing Arts Content Standards for California Public Schools*, © 2001 by the California Department of Education. All rights reserved.

In a letter of appreciation to MSH, Juan Reyes, principal of LAUSD's Magnolia Avenue Elementary School, wrote:

This program is important not only because students learn music, but because they also learn Spanish language skills, good study habits, teamwork, and self-discipline. Equally important is the appreciation of their heritage students acquire by learning to play Mariachi music.

We will continue to provide these important services to the students at Magnolia Avenue Elementary School. (See Appendix B.)

d. Many of the students who have started in the MHS programs have gone on to become professional performers but we take the most amount of pride in seeing how the vast majority of past students continue to play as amateurs simply because their lives are significantly enhanced by the experiences that come with live music-making.

## 1. PROGRAM DESIGN: *Arts and Culture*

A. In addition to focusing on the performance skills articulated in the *Visual and Performing Arts Content Standards for California Public Schools*,<sup>2</sup> the *José Hernández Mariachi Academy* curriculum provides students with an exceptional introductory educational experience that expands their cultural awareness and promotes a lifelong appreciation for music and music-making. Participants will be introduced to music of the mariachi genre through the singing of traditional songs and the playing of instruments inherent to the mariachi ensemble. Those instruments include violin, trumpet, guitar, vihuela and guitarrón.

B. There are countless research-based studies indicating that music-making has a profound impact on children. It taps into multiple skill sets, often simultaneously. "There's some good neuroscience research that children involved in music have larger growth of neural activity than people not in music training. When you're a musician and you're playing an instrument, you have to be using more of your brain," writes Dr. Eric Rasmussen, chair of the Early Childhood Music Department at the Peabody Preparatory of The Johns Hopkins University.<sup>3</sup> Including a music-making component in the 21<sup>st</sup> Century Community Learning Centers After-School Enrichment Program will allow for a more comprehensive and diverse offering of alternatives for the SAUSD participants and thus complement the entire program district-wide.

C. The *José Hernández Mariachi Academy* curriculum is being proposed as three (3) separate 12-week rotations thus combining two (2) teams of schools per rotation to serve three (3) intermediate schools simultaneously during each rotation. The strategy for

2. *Visual and Performing Arts Content Standards for California Public Schools*.

3. Laura Lewis Brown, "The Benefits of Music Education," <http://www.pbs.org/parents/education/music-arts/the-benefits-of-music-education/>, Web

this, as opposed to six 6-week rotations, is to allow students a longer period of time to develop the cognitive and physical skills required to experience success when learning to play a musical instrument. The combining of teams would be at the discretion of SAUSD however the following is recommended.

- Rotation I Schools: Carr (Team 1), McFadden and Willard (Team 3)
- Rotation II Schools: MacArthur (Team 2), Sierra and Villa (Team 4)
- Rotation III Schools: Mendez and Spurgeon (Team 5), Lathrop (Team 6)

During their assigned rotations, each of the three (3) intermediate schools being served will be assigned two (2) teachers – one whose expertise is in violin and trumpet plus another whose expertise is in guitar, vihuela, and guitarrón. MHS would thus provide a total of six (6) teachers (2 teachers per school x 3 intermediate schools) per rotation.

Because the instrumentation of the traditional mariachi ensemble is made up of five (5) separate instruments (violin, trumpet, guitar, vihuela, and guitarrón), it is recommended that instruction on these instruments be combined into classes as follows:

- Violin and Trumpet Class taught by “Teacher A” at each school
- Guitar, Vihuela, and Guitarrón Class taught by “Teacher B” at each school

So that these learning experiences may be provided to as many students as possible at each school, thus having a more wide-reaching impact, the following schedule options are being submitted:

**Option 1:**

Provide each of the above classes in two, two-hour blocks each day: one from 2:00 PM – 4:00 PM then repeated from 4:00 PM – 6:00 PM thus providing the identical content twice (back-to-back) so that more students would be able to participate. This option also allows for a separate, one-hour Voice class each Wednesday from 12:00 PM – 1:00 PM.

**Option 2:**

Provide each of the above classes as a one-hour class each day that would be repeated hourly (back-to-back) which would serve twice as many students as Option 1; however, would cover half the content because the class time is half as long (i.e. 1 hour as opposed to 2 hours). This option also allows for a separate, one-hour Voice class each Wednesday from 12:00 PM – 1:00 PM.

Either option is being made available and will serve the schools as required in RFP # 15-15. MHS is flexible in its design and will provide whichever option is chosen by the SAUSD. A suggested Master Schedule for each option is provided. (See Appendices C.1. and C.2.) The budget provided allows for the implementation of either option.

## 2. ELEMENTS OF HIGH-QUALITY PROGRAMMING

A. Linkages to the School Day: The curriculum for each of the twelve-week units also encompasses the *National Core Arts Standards*<sup>4</sup> (NCAS), created by the National Coalition for Core Arts Standards (NCCAS) and released in June, 2014. These standards are framed by a definition of artistic literacy that includes “philosophical foundations and lifelong goals, artistic processes and creative practices, anchor and performance standards that students should attain, and model cornerstone assessments by which they can be measured.” They grow from four specific artistic processes – Creating, Performing, Responding, and Connecting – all of which are also found in the skills, knowledge and abilities articulated in the five (5) strands of the *Visual and Performing Arts Content Standards for California Public Schools*<sup>5</sup> released in 2001.

- 1.0 Artistic Perception: Processing, Analyzing, and Responding to Sensory Information Through the Language and Skills Unique to Music
- 2.0 Creative Expression: Creating, Performing, and Participating in Music
- 3.0 Historical and Cultural Context: Understanding the Historical Contributions and Historical Dimensions of Music
- 4.0 Aesthetic Valuing: Responding to, Analyzing, and Making Judgments About Works of Music
- 5.0 Connections, Relationships, Applications: Connecting and Applying What is Learned in Music to Learning in Other Art Forms and Subject Areas and to Careers

The *José Hernández Mariachi Academy* curriculum would thus dovetail with that of the SAUSD standards-based music education program already in place during the regular school day. Although this is an afterschool-program, the Understanding by Design framework (UbD)<sup>6</sup>, co-created by Grant Wiggins and Jay McTighe, serves as the foundation for identifying key concepts, developing instructional objectives and demonstrating an appropriate level of performance standard.

At the conclusion of each rotation, a performance would be provided so that students would have the opportunity to “show off” their newly-acquired skills to family members, school staff, school officials, and community members. Award certificates, signed by their teachers and Maestro Hernández, would be provided to each of the student participants at this event.

B. High Quality Staff: The instructors will be selected by José Hernández. Each will be a professional-level mariachi performer/educator who possesses a minimum of an Associate’s degree or equivalent in college credits. A cadre of substitute teachers is also

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4. *National Core Arts Standards, A Conceptual Framework for Arts Learning*, © 2014 State Education Agency Directors of Arts Education (SEADAE) on behalf of NCCAS. All rights reserved.

5. *Visual and Performing Arts Content Standards for California Public Schools*.

6. Wiggins, Grant and McTighe, Jay. *Understanding by Design*®. (Alexandria, VA: Association for Supervision and Curriculum Development (ASCD), 1998).

available and similarly qualified. The standards-based curriculum that would be implemented has been designed by Marcia Neel, president of Music Education Consultants, Inc. (See Appendix A.3.) Mrs. Neel is the retired Coordinator of Secondary Fine Arts for the Clark County School District (Las Vegas), home of the largest standards-based curricular mariachi program in the United States, where she served in this capacity for 14 years. She has also developed the evaluative procedures (including student assessments) relating to this program. MHS will have access to a staff employee who will be assigned to provide support services as needed. All of the above have agreed to the "Statement of Work" as outlined in the RFP.

C. Safe and Appropriate Environment: Safety is paramount. The curriculum focuses on and promotes a teamwork (ensemble) approach where students are encouraged to work, train, and play "as one." They come to understand that they are better as one group than they are as one person and this helps to build trust that will extend beyond the boundaries of the classroom itself. This collaborative approach also teaches respect: respect for the music, respect for the culture, respect for each other, and respect for oneself.

D. High-Interest Programming: According to the United States Census Bureau State & County QuickFacts website<sup>7</sup>, the city of Santa Ana is 78.2 percent Hispanic or Latino and according to the ProximityOne California School Demographic Profiles website,<sup>8</sup> the Santa Ana Unified School District is 81.5% Hispanic or Latino (of any race). Mariachi music is firmly rooted in the history and culture of Mexico and is regarded as a symbol of Mexican culture. Since it is one of the most extroverted, expressive, and exciting forms of music, a program that focuses on teaching this vibrant, beloved art form will certainly be well-received in this community.

### **3. ORGANIZATIONAL DESIGN**

A. Capacity: The MHS maintains a cadre of professional staff which will provide instruction as described in this proposal. Six (6) total staff will be chosen by José Hernández to serve three (3) intermediate schools (2 teachers per school) during each rotation. Substitutes are also available and will be provided on an as-needed basis.

B. Professional Development: Professional development will be provided by MHS founder, José Hernández, and curriculum consultant, Marcia Neel. Specific professional development activities will include:

- Full-day Teacher Induction In-service Training provided by Marcia Neel
- Instructional materials and assessment strategies coordinated throughout the year

7. United States Census Bureau State & County QuickFacts.  
<http://quickfacts.census.gov/qfd/states/06/0669000.html>, Web

8. ProximityOne. California School Demographic Profiles. [http://proximityone.com/ca\\_sdc.htm](http://proximityone.com/ca_sdc.htm), Web

- Clinics and/or performances at each intermediate school provided by José Hernández during all three (3) rotations (9 total clinics/performances)
- Two (2) supervisory teacher observations of each of the six (6) teachers per rotation provided by José Hernández (36 total observations)

C. Communication/Information Dissemination: José Hernández would bring members of Mariachi Sol de Mexico® to perform at each intermediate school site to encourage the students from that site to participate in the *José Hernández Mariachi Academy* enrichment program. Toward the conclusion of each rotation, each school site would host a concert that would be provided for all of the students participating in the after-school program as well as parents and family, school district officials, school staff, and members of the Santa Ana community. Hernández will present each student with a Certificate of Achievement and recognize each their successful participation in the *Academy* in front of all concert attendees.

D. Volunteers: MHS alumni who have participated in previous programs will visit each class during each of the three (3) rotations as a “Visiting Artist.” They will perform for the students as well as teach sectionals or provide a master class. Many of these MHS alumni have gone on to college and become productive members of their respective communities. MHS visiting artists thus serve to inspire and motivate students by providing a leadership model for participants to emulate. The goal is to provide a vision for students to realize how mariachi may play a significant part in their post-secondary future – perhaps attending college to learn to become a mariachi educator: a growing career field. To further address college- and-career-readiness, MHS hopes to secure visits from members of the Music Department at Santa Ana College at least once per school during each rotation. Prior to their visitations, all volunteers will participate in an orientation session that will serve to describe the program in detail and to review how their participation will enhance college- and-career-readiness goals.

#### 4. PROGRAM EVALUATION

A. The evaluation of this program will be based upon student involvement and achievement. A variety of assessment strategies and performance indicators will be provided for teachers to use to measure student growth. Samples that measure both individual growth as well as ensemble growth have been provided. (See Appendices D.1. and D.2.)

B. Sample instructional goals (See Appendix E.) and related assessment strategies (See Appendix F.) that will be used to measure them have also been provided.

C. One of the marks of successful music programs is the intense desire of students to want to become a part of it. As one indicator, MHS will continuously monitor the level of student participation as well as survey those who leave the program to determine the reason for their departure, if appropriate. (See Appendix G.) In addition to recruitment and retention, the level of performance demonstrated by the participants is another indicator of success. MHS will evaluate the results yielded from the various data sources

to determine which aspects of the program, if any, may need additional professional development. For example, if students do not perform at the desired levels with regard to vocal performance, we will provide additional training and teaching strategies in this area to assist teachers in delivering this instruction so that better results will be evident in future rotations. The purpose of the site visitations by José Hernández and Marcia Neel is to help teachers implement and practice UbD tenets: “backward planning,” designing standards and rubrics (beyond those already provided), and improving lessons and assessments through critique, peer review and sharing.

## 5. GENERAL BUDGET INFORMATION

An overview of the proposed budget for FY 16, FY17 and FY18 may be found below (see Figure 1). A more detailed line item budget has also been provided. (See Appendix H.) Please note that there is a one-time expense of \$50,208 (FY16) to purchase instruments and storage units for those instruments which will become the property of SAUSD. The equipment and supplies presented in the budget are based upon the equipment standards and supplies that are in place in similar districts with established, curricular mariachi programs. It is extremely important that quality instruments are made available as durability is essential considering the number of students who would be playing the instruments daily over the course of the entire program. This budget allows for the implementation of the program using the Option 1 schedule or the Option 2 schedule described on page 3. Included in the line item budget are the detailed expenditures associated with the following:

<b>Item</b>	<b>Cost for Three 12-Week Rotations at Nine (9) Total Intermediate Schools</b>
Staff (Direct Service)	\$ 179,712.00
Oversight (Indirect Service)	35,082.80
Statutory Costs	7,935.00
Supplies (Books, Maintenance Items)	4,807.50
Equipment (Instruments, Storage Units)	* 50,208.00
<i>*One-time Expense</i>	
Equipment Repair, Replacement Costs	5,020.80
Transportation	6,210.00
Professional Development	9,500.00
<i>YEAR 1 TOTAL:</i>	<i>298,476.10</i>
<i>YEAR 2 TOTAL:</i>	<i>248,268.10</i>
<i>YEAR 3 TOTAL:</i>	<i>248,268.10</i>
<i>3-YR TOTAL</i>	<i>795,012.30</i>

Figure 1. Budget Overview

The comprehensive, line-item budget details the specific cost of each of the items requested for purchase and provides clear evidence that sufficient resources for all participants will be made available at the 20:1 ratio.



The estimated cost per participant per day is indicated in the overview below (see Figure 2). A more detailed explanation of the derivation of these figures is also provided. (See Appendix I.)

OPTION 1:	<div> <div>Cost per Week</div> <div>÷ 252 Students (ave.)</div> <div>Served Weekly =</div> </div>		<div> <div>Cost per Week per Student</div> <div>÷ 5 Days per week =</div> </div>	
	<i>Cost per Week per Student</i>		<i>Cost per Student per Day</i>	
Year 1 (FY16)		\$32.90		\$6.58
Year 2 (FY17)		\$27.37		\$5.47
Year 3 (FY18)		\$27.37		\$5.47

OPTION 2:	<div> <div>Cost per Week</div> <div>÷ 492 Students (ave.)</div> <div>Served Weekly =</div> </div>		<div> <div>Cost per Week per Student</div> <div>÷ 5 Days per week =</div> </div>	
	<i>Cost per Week per Student</i>		<i>Cost per Student per Day</i>	
Year 1 (FY16)		\$16.85		\$3.37
Year 2 (FY17)		\$14.02		\$2.80
Year 3 (FY18)		\$14.02		\$2.80

Figure 2. Cost per Student per Day

## 6. SUCCESS AND SUSTAINABILITY

A. Since its inception in 1991, the Mariachi Heritage Society has been providing mariachi education services to school districts throughout the Southern California environs. Our successful model has been replicated across the country and continues to serve thousands of students who want to become music-makers through mariachi. One of the most successful programs of the MHS is the Jose Hernandez Mariachi Nationals and Summer Institute® which has been attended by mariachi ensembles from Santa Ana over the past number of years. We look forward to working with more students from this community if this proposal is funded in SAUSD.

B. MHS anticipates that the mariachi program may be considered for inclusion into the school day in the near future. The comprehensive curriculum is a standards-based course of study that provides instruction in a more long-term (e.g. year-long) setting. It has been our experience that once students begin to play mariachi, they want to continue for many years to come. This will require an articulated sequence of courses so that students may continue to develop their skills. An in-school curricular approach would serve the Santa Ana community greatly in that students who participate in mariachi during the school day tend to continue to come to school and realize how music is, in reality, an intersection for all academic pursuits. The hope is that students will not only continue in school and eventually graduate, but that they will also seek post-secondary educational opportunities as their eyes are opened to the many avenues that are available to them to become positive contributors to their communities.

## APPENDICES

## Appendix A.1. Biographical Information: José Hernández



José Hernández and his Mariachi Sol de Mexico® have a biography and history as rich and colorful as mariachi music itself. A proud fifth generation mariachi musician, Maestro Hernández' roots trace back to 1879 to the birthplace of mariachi – Jalisco, Mexico. Ever since he founded Mariachi Sol de Mexico® in 1981, Jose has gone on to break countless barriers in the world of mariachi music and is now recognized as having turned the genre into the international sensation it is today.

An accomplished trumpet virtuoso and graduate of the Grove School of Music, José is the first mariachi musician to have arranged, composed and conducted for numerous international symphony orchestras. His platinum-selling Sol de

Mexico® became the first mariachi ensemble to be nominated three times for a Grammy – most recently on September 25th for his new symphonic CD, “La Música” with Mariachi Sol de Mexico and the Sinfonica Nacional de Las Americas. He is also being recognized for his work on Vikki Carr’s new CD, “Viva la Vida.” Not only did Jose co-produce the album and provide all of the accompaniment with “Sol de Mexico,” he also composed one of the selections for this album, “Ay Amor De Mis Amores,” “Sol” continues to travel the world as Ambassadors of Mariachi Music having performed to sold-out venues through the world including Spain, Argentina, Chile, Uruguay, Venezuela, Mexico, China and North Korea. Hernandez has performed for five US Presidents: Ronald Reagan, George H. W. Bush, Bill Clinton, George W. Bush and Barack Obama. Hispanic Magazine has recognized him as one of the *Top 100 Most Influential Latinos in America*.

*José is especially proud of his work in education* and is committed to working with young musicians to guide them along the way. He has collaborated with school districts throughout the country to assist them in building standards-based mariachi programs and has developed a full line of mariachi instruments for La Tradición Music, a Division of West Music Company. As a Conn-Selmer Performing Artist, José is solely responsible for developing the new, highly acclaimed and ground-breaking Bach Stradivarius LR19043B Trumpet which was premiered at the NAMM Show in January of 2013.

Over the past year, Hernández has also been collaborating with Hal Leonard Corporation which just released five of his arrangements including *CIELITO LINDO*, *EL SON DE LA NEGRA*, *MARIETA*, *ME HE DE COMER ESA TUNA* and *POR UN AMOR*. These authentic arrangements were inspired by José’s desire to provide appropriate selections for school ensembles that would focus on authentic performance style.

In addition to teaching mariachi courses at VanderCook College of Music and serving as a featured presenter at the Las Vegas National Mariachi Workshops for Educators®, recent educational conference presentations also include the following:

- 2014 White House Initiative for Educational Excellence for Hispanics Music and Arts Education Forum
- 2014 CMEA (Colorado Music Educators Association) Conference
- 2014 Kansas State Mariachi Workshop Professional Development Workshop
- 2014 FMEA (Florida Music Educators Association) Conference
- 2013 NAMM Show (National Association for Music Merchants) featured artist
- 2013 Midwest Clinic

José is especially honored to have been invited to speak at the National Policy Forum on Music and the Arts being held in August at Pixar Studios by the White House Initiative on Educational Excellence for Hispanics. Partnering with Marcia Neel, president of Music Education Consultants, Inc., their work in guiding new students to mariachi education has become the national curriculum model being emulated in rural and urban school districts all across the country.

It has been well documented that José Hernández and Mariachi Sol de Mexico® are an irrefutable institution within the mariachi genre. They continue to leave an undeniable legacy through their recordings as well as their contributions to the film industry including performances in Seabiscuit, Old Gringo, American Me, Don Juan de Marco, A Million to Juan, Glory Road, Beverly Hills Chihuahua and Rango.

Maestro José Hernández is not only responsible for setting a new standard for all mariachi ensembles today, but also for immortalizing this wonderful, passionate music across the world.

## **Appendix A.2. Biographical Information: Teresa Hernández**



Teresa Hernandez is a lifetime resident of California. Teresa and her husband, Jose, have been married for thirty-six (36) years and have four (4) children ages 28, 22, and 14 year old twins.

Teresa worked as a registered nurse at Whittier Hospital Medical Center and in 1986, she and José opened Cielito Lindo Restaurant in South El Monte. It has become a local landmark and popular family restaurant.

A few years later they formed Hernandez Productions to launch Mariachi Sol de Mexico® and Mariachi Reyna de Los Angeles® to produce Mariachi Festivals and live shows across the United States. In 1991, Teresa and Jose founded the Mariachi Heritage Society to provide in school and after school music classes for local children who could not otherwise afford instruments or lessons. Over 7,000 children have participated in this program from schools in Azusa, South El Monte, Norwalk, Pico Rivera among many others.

Teresa has been involved in numerous local charities and serves as Executive Director of the Mariachi Heritage Society, a Board Member for the Mariachi Nationals, and Chairwoman of the Governing Board of Greater El Monte Hospital. She oversees their restaurant of 70 employees and as Vice President of Hernandez Productions, continues to co-produce mariachi shows around the country.

### Appendix A.3. Biographical Information: Marcia Neel



A veteran of 36 years in public school music education, Marcia Neel has directed successful secondary music programs in Connecticut, Ohio, Massachusetts, and Nevada. She received her Bachelors Degree in Music Education with a concentration in Choral Music from Miami University in Oxford, Ohio. She received a Master of Arts Degree in History from the University of Nevada Las Vegas specializing in 20th Century Labor History. Marcia served as the Supervisor of the Secondary Music Education Program of the Clark County School District (CCSD), headquartered in Las Vegas, Nevada, from 1994 through 2007. During the course of those years, she led the Secondary Music Education Program to a total class count of over 50,000

in 56 middle and 38 high school music programs and over 100,000 in Secondary Fine and Performing Arts overall. Her greatest pride was in knowing that all of the students in each of the district's secondary schools were provided with an equal opportunity to study music. In conjunction with the National Association of School Boards, VH1 and NAMM awarded the National Distinguished Service to Music Education Award to the CCSD Board of School Trustees in 2007.

Well-known for her commitment to program expansion and innovation, Marcia is recognized as a leader among her peers for her creative approaches to curriculum design and implementation. One of the most successful is the CCSD's standards-based Mariachi Program which was instituted in 2002 with four (4) instructors teaching 250 students and is now staffed by twenty-three (23) full-time, licensed mariachi educators teaching over 4,600 students daily. Over the years, she has become a leader in assessment-driven curriculum for mariachi education and as a result of her Professional Development Summer Mariachi Workshops for music educators, she has been instrumental in starting or further developing over 100 mariachi programs across the nation. Marcia is tireless in her endeavor to bring more students to music-making through hands-on, high quality experiences provided by a sequential curriculum that focuses on achievement. Her greatest joy is to see young people excelling as a result of becoming engaged in these types of life-changing music education programs. The pride displayed by these young musicians and their families is the ultimate reward! Marcia sees mariachi as yet another opportunity for students to find meaningful experiences at school and over the years, many young people have relayed the similar story that they stayed in school solely because of the connections they made – some within their own families – through participation in their mariachi ensemble.

Marcia is an ardent Music Education advocate at the local, state, and national levels and serves on the Supportmusic.com Steering Committee. She has authored and edited an array of articles and publications for NAFME, the National Association for Music Education, School Band and Orchestra (SBO) Magazine, Strings Magazine, Parent



Magazine and Leadership Magazine. Marcia and her husband, Keith, are honored to serve as Music Ambassadors to The Ohio State University School of Music.

Marcia was chosen to serve as Educational Advisor to The Music Achievement Council, a 501(c)(6) non-profit corporation whose main focus is professional development for educators to reach and serve more music students. Her busy schedule has her providing motivating keynotes and workshops all across the country for educators looking to grow their programs and sharpen their pedagogical skills thus helping their students achieve at a higher level.

Elected to numerous leadership positions, Marcia has served as Western Division President of MENC; President of the Nevada Music Educators Association (two separate terms); and President of the Nevada Choral Directors Association. She was appointed by two Nevada governors to sit on the Goals 2000 Panel and in that capacity, co-chaired the team responsible for the writing of Nevada's Content Standards in Arts Education. In 1993, The Disney Channel selected Marcia as their National Performing Arts Teacher of the Year and in 2013, she was inducted into the Conn-Selmer Institute's Hall of Fame.

In addition to recent residencies at school districts and universities, recent conference presentations include the following:

- 2014 White House Initiative for Educational Excellence for Hispanics Music and Arts Education Forum
- 2014 CASMEC (California All State Music Education) Conference
- 2014 NAMM Show (National Association for Music Merchants)
- 2014 CMEA (Colorado Music Educators Association) Conference
- 2014 FMEA (Florida Music Educators Association) Conference
- 2014 KMEA (Kansas Music Educators Association) Conference
- 2014 OMEA (Ohio Music Educators Association) Conference
- 2014 OMEA (Oklahoma Music Educators Association) Conference
- 2014 TMEA (Tennessee Music Educators Association) Conference

Marcia is president of Music Education Consultants, Inc., a consortium of music education professionals working with a variety of educational organizations, arts associations, and school districts to foster the growth and breadth of school-based music education programs for all children. She currently serves as a consultant-on-retainer with numerous school districts across the country and internationally to assist these organizations in the development of a variety of facets of their Music and Arts Education Programs. Among others, specialty areas include curriculum development and expansion, professional development, teacher induction programs, and the providing of conductors and adjudicators for honor ensembles and music festivals. She has taught graduate music courses at Duquesne University, the Hartt School and Villanova University and continues to teach at VanderCook College of Music.

**Appendix B.**  
**Letter from Juan Reyes, Magnolia Avenue Elementary School Principal**



LOS ANGELES UNIFIED SCHOOL DISTRICT - EDUCATIONAL SERVICE CENTER - EAST  
MAGNOLIA AVENUE ELEMENTARY SCHOOL  
1626 Orchard Avenue • Los Angeles, CA 90006  
213.748.6281 • FAX 213.748.3722

Ray Cortines  
Superintendent of Schools  
Roberto A. Martinez  
Instructional Area Superintendent  
Juan Reyes  
Principal  
Alvarene Scott  
Assistant Principal  
Vanessa Sulam  
Assistant Principal EIS

March 18, 2015

Ms. Yolanda Hernandez  
Executive Director  
Mariachi Heritage Society  
10926 Rush St, Suite C  
South El Monte, Ca. 91733

Re: Mariachi Heritage Society, Organizational Grant Program Support Letter

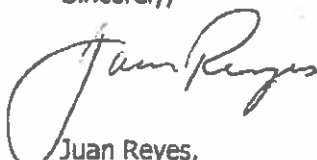
Dear Ms. Hernandez:

Magnolia Avenue Elementary School has been an instructional site for the Mariachi Heritage Society since 1995. Over the past two decades, hundreds of students from low-income families have learned to play Mariachi instruments. This program is important not only because students learn music; but because they also learn Spanish language skills, good study habits, teamwork, and self-discipline. Equally important is the appreciation of their heritage students acquire by learning to play Mariachi music.

We will continue to provide these important services to the students at Magnolia Avenue Elementary School with the support of our teachers Ms. Marcel Martin and Ms. Martha Medina. As teachers, they volunteer their time to assist the Mariachi program with supervision, logistics, communicating with parents, record keeping, and assisting Mariachi Heritage Society's Teachers. Of course the school will continue to fully equip classrooms for instruction.

I wholeheartedly support this program at Magnolia Avenue Elementary and look forward continuing this wonderful relationship with Mariachi Heritage Society.

Sincerely,

  
Juan Reyes,  
Principal



# Appendix C.1. Option 1 Master Schedule

## 2-HOUR BLOCK CLASSES

José Hernández Mariachi Academy

Three 12-Week Rotations

OPTION I: Provides 6 Teachers serving 240 Students Daily (+60 more on Wed) at three (3) Intermediate Schools per Rotation									
Rotation I Schools: Carr (Team 1), McFadden and Willard (Team 3)									
Rotation II Schools: MacArthur (Team 2), Sierra and Villa (Team 4)									
Rotation III Schools: Mendez and Spurgeon (Team 5), Lathrop (Team 6)									
Meeting Days/Times	Rotation I Carr (Team 1)	No. Students per Section	Rotation I McFadden (Team 3)	No. Students per Section	Rotation I Willard (Team 3)	No. Students per Section	TOTAL STUDENTS SERVED		
M, T, Th, Fri									
2:00 - 4:00	Violin/Trumpet Class-Section A	20	Violin/Trumpet Class - Section A	20	Violin/Trumpet Class - Section A	20	20		
2:00 - 4:00	Guitar/Vihuela/Guitarron Class-Section A	20	Guitar/Vihuela/Guitarron Class-Section A	20	Guitar/Vihuela/Guitarron Class-Section A	20	20		
4:00 - 6:00	Violin/Trumpet Class-Section B	20	Violin/Trumpet Class-Section B	20	Violin/Trumpet Class-Section B	20	20		
4:00 - 6:00	Guitar/Vihuela/Guitarron Class-Section B	20	Guitar/Vihuela/Guitarron Class-Section B	20	Guitar/Vihuela/Guitarron Class-Section B	20	20		
	CARR STUDENTS SERVED		MCFADDEN STUDENTS SERVED		WILLARD STUDENTS SERVED		80	240 Daily +	
1:00 - 2:00	Voice Class - Wednesday Only	20	Voice Class - Wednesday Only	20	Voice Class - Wednesday Only	20	20	60 on Wed Only	
	TEACHERS		TEACHERS		TEACHERS		2		
Meeting Days/Times	Rotation II MacArthur (Team 2)	No. Students per Section	Rotation II Sierra (Team 4)	No. Students per Section	Rotation II Villa (Team 4)	No. Students per Section	TOTAL STUDENTS SERVED		
M, T, Th, Fri									
2:00 - 4:00	Violin/Trumpet Class-Section A	20	Violin/Trumpet Class - Section A	20	Violin/Trumpet Class - Section A	20	20		
2:00 - 4:00	Guitar/Vihuela/Guitarron Class-Section A	20	Guitar/Vihuela/Guitarron Class-Section A	20	Guitar/Vihuela/Guitarron Class-Section A	20	20		
4:00 - 6:00	Violin/Trumpet Class-Section B	20	Violin/Trumpet Class-Section B	20	Violin/Trumpet Class-Section B	20	20		
4:00 - 6:00	Guitar/Vihuela/Guitarron Class-Section B	20	Guitar/Vihuela/Guitarron Class-Section B	20	Guitar/Vihuela/Guitarron Class-Section B	20	20		
	MacARTHUR STUDENTS SERVED		SIERRA STUDENTS SERVED		VILLA STUDENTS SERVED		80	240 Daily +	
1:00 - 2:00	Voice Class - Wednesday Only	20	Voice Class - Wednesday Only	20	Voice Class - Wednesday Only	20	20	60 on Wed Only	
	TEACHERS		TEACHERS		TEACHERS		2		
Meeting Days/Times	Rotation III Mendez (Team 5)	No. Students per Section	Rotation III Spurgeon (Team 5)	No. Students per Section	Rotation III Lathrop (Team 6)	No. Students per Section	TOTAL STUDENTS SERVED		
M, T, Th, Fri									
2:00 - 4:00	Violin/Trumpet Class-Section A	20	Violin/Trumpet Class - Section A	20	Violin/Trumpet Class - Section A	20	20		
2:00 - 4:00	Guitar/Vihuela/Guitarron Class-Section A	20	Guitar/Vihuela/Guitarron Class-Section A	20	Guitar/Vihuela/Guitarron Class-Section A	20	20		
4:00 - 6:00	Violin/Trumpet Class-Section B	20	Violin/Trumpet Class-Section B	20	Violin/Trumpet Class-Section B	20	20		
4:00 - 6:00	Guitar/Vihuela/Guitarron Class-Section B	20	Guitar/Vihuela/Guitarron Class-Section B	20	Guitar/Vihuela/Guitarron Class-Section B	20	20		
	MENDEZ STUDENTS SERVED		SPURGEON STUDENTS SERVED		LATHROP STUDENTS SERVED		80	240 Daily +	
1:00 - 2:00	Voice Class - Wednesday Only	20	Voice Class - Wednesday Only	20	Voice Class - Wednesday Only	20	20	60 on Wed Only	
	TEACHERS		TEACHERS		TEACHERS		2		

# Appendix C.2. Option 2 Master Schedule

## 1-HOUR CLASSES José Hernández Mariachi Academy Three 12-Week Rotations

OPTION 2: Provides 6 Teachers serving 480 Students Daily (+60 more on Wed) at three (3) Intermediate Schools per Rotation									
Meeting Days/Times	Rotation I Carr (Team 1)	No. Students per Section	Rotation I McFadden (Team 3)	No. Students per Section	Rotation I Willard (Team J)	No. Students per Section	TOTAL STUDENTS SERVED		
M, T, Th, Fri									
2:00 - 3:00	Violin/Trumpet Class-Section A	20	Violin/Trumpet Class-Section A	20	Violin/Trumpet Class-Section A	20	Rotation I		
2:00 - 3:00	Guitar/Vihuela/Guitarron Class-Section A	20	Guitar/Vihuela/Guitarron Class-Section A	20	Guitar/Vihuela/Guitarron Class-Section A	20	Rotation I		
3:00 - 4:00	Violin/Trumpet Class-Section B	20	Violin/Trumpet Class-Section B	20	Violin/Trumpet Class-Section B	20	Rotation I		
3:00 - 4:00	Guitar/Vihuela/Guitarron Class-Section B	20	Guitar/Vihuela/Guitarron Class-Section B	20	Guitar/Vihuela/Guitarron Class-Section B	20	Rotation I		
4:00 - 5:00	Violin/Trumpet Class-Section C	20	Violin/Trumpet Class-Section C	20	Violin/Trumpet Class-Section C	20	Rotation I		
4:00 - 5:00	Guitar/Vihuela/Guitarron Class-Section C	20	Guitar/Vihuela/Guitarron Class-Section C	20	Guitar/Vihuela/Guitarron Class-Section C	20	Rotation I		
5:00 - 6:00	Violin/Trumpet Class-Section D	20	Violin/Trumpet Class-Section D	20	Violin/Trumpet Class-Section D	20	Rotation I		
5:00 - 6:00	Guitar/Vihuela/Guitarron Class-Section D	20	Guitar/Vihuela/Guitarron Class-Section D	20	Guitar/Vihuela/Guitarron Class-Section D	20	Rotation I		
1:00 - 2:00	CARR STUDENTS SERVED	160	MCFADDEN STUDENTS SERVED	160	WILLARD STUDENTS SERVED	160	480 Daily + 60 on Wed Only		
	Voice Class - Wednesday Only	20	Voice Class - Wednesday Only	20	Voice Class - Wednesday Only	20	TEACHERS		
	TEACHERS	2	TEACHERS	2	TEACHERS	2			
Meeting Days/Times	Rotation II MacArthur (Team 2)	No. Students per Section	Rotation II Sierra (Team 4)	No. Students per Section	Rotation II Villa (Team 4)	No. Students per Section	TOTAL STUDENTS SERVED		
M, T, Th, Fri									
2:00 - 3:00	Violin/Trumpet Class-Section A	20	Violin/Trumpet Class-Section A	20	Violin/Trumpet Class-Section A	20	Rotation II		
2:00 - 3:00	Guitar/Vihuela/Guitarron Class-Section A	20	Guitar/Vihuela/Guitarron Class-Section A	20	Guitar/Vihuela/Guitarron Class-Section A	20	Rotation II		
3:00 - 4:00	Violin/Trumpet Class-Section B	20	Violin/Trumpet Class-Section B	20	Violin/Trumpet Class-Section B	20	Rotation II		
3:00 - 4:00	Guitar/Vihuela/Guitarron Class-Section B	20	Guitar/Vihuela/Guitarron Class-Section B	20	Guitar/Vihuela/Guitarron Class-Section B	20	Rotation II		
4:00 - 5:00	Violin/Trumpet Class-Section C	20	Violin/Trumpet Class-Section C	20	Violin/Trumpet Class-Section C	20	Rotation II		
4:00 - 5:00	Guitar/Vihuela/Guitarron Class-Section C	20	Guitar/Vihuela/Guitarron Class-Section C	20	Guitar/Vihuela/Guitarron Class-Section C	20	Rotation II		
5:00 - 6:00	Violin/Trumpet Class-Section D	20	Violin/Trumpet Class-Section D	20	Violin/Trumpet Class-Section D	20	Rotation II		
5:00 - 6:00	Guitar/Vihuela/Guitarron Class-Section D	20	Guitar/Vihuela/Guitarron Class-Section D	20	Guitar/Vihuela/Guitarron Class-Section D	20	Rotation II		
1:00 - 2:00	MacARTHUR STUDENTS SERVED	160	SIERRA STUDENTS SERVED	160	VILLA STUDENTS SERVED	160	480 Daily + 60 on Wed Only		
	Voice Class - Wednesday Only	20	Voice Class - Wednesday Only	20	Voice Class - Wednesday Only	20	TEACHERS		
	TEACHERS	2	TEACHERS	2	TEACHERS	2			
Meeting Days/Times	Rotation III Mendez (Team 5)	No. Students per Section	Rotation III Spurgeon (Team 5)	No. Students per Section	Rotation III Lathrop (Team 6)	No. Students per Section	TOTAL STUDENTS SERVED		
M, T, Th, Fri									
2:00 - 3:00	Violin/Trumpet Class-Section A	20	Violin/Trumpet Class-Section A	20	Violin/Trumpet Class-Section A	20	Rotation III		
2:00 - 3:00	Guitar/Vihuela/Guitarron Class-Section A	20	Guitar/Vihuela/Guitarron Class-Section A	20	Guitar/Vihuela/Guitarron Class-Section A	20	Rotation III		
3:00 - 4:00	Violin/Trumpet Class-Section B	20	Violin/Trumpet Class-Section B	20	Violin/Trumpet Class-Section B	20	Rotation III		
3:00 - 4:00	Guitar/Vihuela/Guitarron Class-Section B	20	Guitar/Vihuela/Guitarron Class-Section B	20	Guitar/Vihuela/Guitarron Class-Section B	20	Rotation III		
4:00 - 5:00	Violin/Trumpet Class-Section C	20	Violin/Trumpet Class-Section C	20	Violin/Trumpet Class-Section C	20	Rotation III		
4:00 - 5:00	Guitar/Vihuela/Guitarron Class-Section C	20	Guitar/Vihuela/Guitarron Class-Section C	20	Guitar/Vihuela/Guitarron Class-Section C	20	Rotation III		
5:00 - 6:00	Violin/Trumpet Class-Section D	20	Violin/Trumpet Class-Section D	20	Violin/Trumpet Class-Section D	20	Rotation III		
5:00 - 6:00	Guitar/Vihuela/Guitarron Class-Section D	20	Guitar/Vihuela/Guitarron Class-Section D	20	Guitar/Vihuela/Guitarron Class-Section D	20	Rotation III		
1:00 - 2:00	MENDEZ STUDENTS SERVED	160	SPURGEON STUDENTS SERVED	160	LATHROP STUDENTS SERVED	160	480 Daily + 60 on Wed Only		
	Voice Class - Wednesday Only	20	Voice Class - Wednesday Only	20	Voice Class - Wednesday Only	20	TEACHERS		
	TEACHERS	2	TEACHERS	2	TEACHERS	2			

## Appendix D.1. Mariachi Performance Rubric, Individual Skills

Name: \_\_\_\_\_ Date: \_\_\_\_\_

<b>PLAYING (25 points possible)</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>TOTAL</b>
<b>POSTURE:</b> correct standing posture, correct right & left hand positions	5	4	3	2	1	
<b>RHYTHM:</b> accurate values of notes & rests, duration, pulse, steadiness, meter	5	4	3	2	1	
<b>NOTES:</b> accurate pitches and intonation	5	4	3	2	1	
<b>TONE:</b> full sound, no buzzing, cracking or squeaking.	5	4	3	2	1	
<b>FINGERING &amp; BOWING:</b> correct fingering and/or bowing as marked	5	4	3	2	1	
<b>SINGING (25 points possible)</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>TOTAL</b>
<b>POSTURE:</b> correct standing posture, hands at sides, shoulders back and relaxed, relaxed jaw	5	4	3	2	1	
<b>RHYTHM:</b> accurate values of notes & rests, duration, pulse, steadiness, meter	5	4	3	2	1	
<b>NOTES:</b> accurate pitches and intonation	5	4	3	2	1	
<b>PROJECTION:</b> full volume, breath support and pleasing tone	5	4	3	2	1	
<b>DICTION:</b> proper pronunciation, good vowels & consonants	5	4	3	2	1	
<b>OVERALL (20 points possible)</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>TOTAL</b>
<b>PRESENTATION:</b> appearance and facial expressions	5	4	3	2	1	
<b>MUSICIANSHIP:</b> expressive style, dynamics, interpretation	5	4	3	2	1	
<b>BEHAVIOR:</b> following instructions, caused no disruptions while others were performing	5	4	3	2	1	
<b>EFFORT:</b> practice and preparation, including memorization	5	4	3	2	1	
<b>GRAND TOTAL (70 points possible)</b>						

**Instructions:** Score the highest level achieved in each category, underline strengths, circle weaknesses. A "5" is considered a perfect score.

<b>Criteria:</b>	5 = Superior (above 99%)	3 = Average (above 75%)
	4 = Above Average (above 90%)	2 = Below Average (above 50%)
	3 = Average (above 75%)	1 = Not Passing (below 50%)



## APPENDIX D.2. Mariachi Performance Rubric, Ensemble Skills

<b>CATEGORY</b>	<b>ADVANCED</b>	<b>ACCOMPLISHED</b>	<b>PROFICIENT</b>	<b>APPROACHES STNDRD</b>	<b>BELOW STANDARD</b>
<b>INTONATION</b> <ul style="list-style-type: none"> <li>Instrument Tuning</li> <li>Ensemble Intonation</li> <li>Pitch Control</li> <li>Listening/Adjusting</li> </ul>	<ul style="list-style-type: none"> <li>Instruments are well-tuned.</li> <li>Melodic and harmonic intonation demonstrated consistently.</li> <li>Control of pitch in all registers and dynamic levels is apparent.</li> <li>Listening/adjusting skills are demonstrated consistently.</li> </ul>	<ul style="list-style-type: none"> <li>Instruments are well-tuned.</li> <li>Melodic and harmonic intonation is very good.</li> <li>Minor problems sometimes occur in range and/or volume extremes or difficult passages.</li> <li>Listening skills are apparent and students display ability to correct most problems.</li> </ul>	<ul style="list-style-type: none"> <li>Instruments are tuned relatively well.</li> <li>Less demanding melodies, intervals and harmonic structures are performed successfully.</li> <li>More complex intervals, octaves and unisons performed with partial success.</li> <li>Listening skills are demonstrated and attempts are made to correct obvious problems.</li> </ul>	<ul style="list-style-type: none"> <li>Instruments are somewhat in tune.</li> <li>Difficult intervals/harmonic structure are the major intonation weaknesses.</li> <li>Individual and sectional intonation problems are seldom corrected.</li> <li>Listening and attentiveness are inconsistent and often neglected.</li> </ul>	<ul style="list-style-type: none"> <li>Instruments are out of tune consistently.</li> <li>Simple intervals and harmonic structure show lack of intonation.</li> <li>Individual and sectional intonation are not corrected.</li> <li>Listening and attentiveness is not demonstrated.</li> </ul>
<b>TONE</b> <ul style="list-style-type: none"> <li>Color</li> <li>Texture</li> <li>Sonority</li> </ul>	<ul style="list-style-type: none"> <li>Well-focused full, rich tone is produced consistently.</li> <li>Uniform color, texture and sonority is demonstrated consistently during the entire performance.</li> </ul>	<ul style="list-style-type: none"> <li>Appropriate tone quality is achieved most of the time with some problems occurring during the most demanding passages.</li> <li>Uniform color, texture and sonority is well-controlled.</li> </ul>	<ul style="list-style-type: none"> <li>A basic approach to appropriate tone production is demonstrated in less demanding passages with problems evident in passages of extremes in volumes and/or registers.</li> <li>Uniform color and texture is apparent in less demanding passages.</li> </ul>	<ul style="list-style-type: none"> <li>A basic understanding of tone quality concepts is lacking.</li> <li>Volume and register extremes are not controlled.</li> <li>Uniform color and texture is inconsistent.</li> </ul>	<ul style="list-style-type: none"> <li>Basic elements of color, texture, and sonority are rarely evident.</li> </ul>
<b>TECHNIQUE:</b> <ul style="list-style-type: none"> <li>Ensemble</li> <li>Uniformity/ Cohesiveness</li> <li>Articulation</li> <li>Style/Technique</li> <li>Flexibility/Dexterity</li> <li>Posture/Instrument Position</li> </ul>	<ul style="list-style-type: none"> <li>Ensemble cohesiveness is outstanding.</li> <li>Comprehensive knowledge of correct articulation style and technique is demonstrated during the entire performance.</li> <li>The entire ensemble exhibits flexibility and dexterity consistently.</li> <li>All students exhibit correct posture and instrument position consistently.</li> </ul>	<ul style="list-style-type: none"> <li>Ensemble cohesiveness is apparent most of the time.</li> <li>A working knowledge of articulation styles is evident.</li> <li>Manual dexterity is exhibited with flexibility being evident for the majority of the performance.</li> <li>Most students exhibit correct posture and instrument position consistently.</li> </ul>	<ul style="list-style-type: none"> <li>Ensemble cohesiveness is demonstrated inconsistently.</li> <li>Articulation technique and style are appropriate most of the time. Styles are often performed uniformly but consistency and accuracy are lacking with more complex articulations lacking clarity and control.</li> <li>Players demonstrate a degree of flexibility and dexterity inconsistently.</li> <li>Some students exhibit correct posture and instrument position inconsistently.</li> </ul>	<ul style="list-style-type: none"> <li>Uniformity is achieved in some simple passages but overall cohesiveness is not evident.</li> <li>Articulation technique, styles and accuracy are appropriate some of the time but often cause severe problems.</li> <li>Flexibility and dexterity are persistent problems. Faster, more complex passages tax players beyond their ability.</li> <li>Students exhibit correct posture and/or instrument position at times.</li> </ul>	<ul style="list-style-type: none"> <li>Uniformity and attention to articulation are rarely demonstrated.</li> <li>Flexibility and dexterity present challenges consistently.</li> <li>Students do not exhibit correct posture and/or instrument position.</li> </ul>
<b>TECHNIQUE:</b> <ul style="list-style-type: none"> <li>Strings</li> <li>Bow</li> <li>Left Hand</li> </ul>	<ul style="list-style-type: none"> <li>Uniformity in bow direction, contact points and distribution demonstrated consistently.</li> <li>Hand positions are correct</li> <li>When used, shifting, vibrato and use of 4<sup>th</sup> finger are accurate and effective consistently.</li> </ul>	<ul style="list-style-type: none"> <li>Uniformity in bow direction, contact points and distribution often demonstrated.</li> <li>When used, most shifting, vibrato and use of 4<sup>th</sup> finger are accurate and effective.</li> </ul>	<ul style="list-style-type: none"> <li>Uniformity in bow direction, contact points and distribution inconsistently.</li> <li>When used, shifting, vibrato and use of 4<sup>th</sup> finger are sometimes accurate and effective.</li> </ul>	<ul style="list-style-type: none"> <li>Uniformity in bow direction, contact points and distribution rarely demonstrated.</li> <li>When used, shifting, vibrato and use of 4<sup>th</sup> finger are not accurate or effective.</li> </ul>	<ul style="list-style-type: none"> <li>Uniformity in bow direction, contact points and distribution not evident.</li> <li>Correct hand position is not demonstrated</li> </ul>
<b>TECHNIQUE:</b> <ul style="list-style-type: none"> <li>Vocal</li> <li>Clarity of Text</li> <li>Begin/End Consonants</li> <li>Vowel Uniformity</li> <li>Attention to</li> <li>Attacks/Releases</li> </ul>	<ul style="list-style-type: none"> <li>Language is pronounced correctly.</li> <li>Precise diction enhances rhythmic accuracy.</li> <li>Consonants are clearly articulated consistently</li> <li>Vowels are uniform across the sections and the ensemble and modified appropriately when required</li> <li>Attacks and releases are precise across the sections and the ensemble.</li> </ul>	<ul style="list-style-type: none"> <li>Language is pronounced correctly.</li> <li>Diction is clear with lapses in faster passages or in extreme ranges.</li> <li>Consonants are clearly articulated most of the time.</li> <li>Vowels are uniform across the sections and the ensemble with lapses in faster passages or where modification is required.</li> <li>Attacks and releases are precise across the sections and the ensemble.</li> </ul>	<ul style="list-style-type: none"> <li>Language is pronounced correctly most of the time.</li> <li>Efforts are made to achieve accurate diction.</li> <li>Consonants are clearly articulated some of the time.</li> <li>Efforts are made to achieve a uniform vowel sound most of the time.</li> <li>Attacks and releases are precise some of the time.</li> </ul>	<ul style="list-style-type: none"> <li>Mastery of language is demonstrated inconsistently.</li> <li>Diction is clear inconsistently.</li> <li>Consonants, attacks, and releases are clear and precise only in simple passages.</li> <li>Uniform vowel sound is demonstrated inconsistently.</li> <li>Attacks are releases are imprecise.</li> </ul>	<ul style="list-style-type: none"> <li>Mastery of language is not demonstrated.</li> <li>Diction is not clear.</li> <li>Consonants, attacks, and releases are not clear and precise.</li> <li>Uniform vowel sound is not demonstrated.</li> <li>Attacks are releases are imprecise.</li> </ul>

## APPENDIX D.2. Mariachi Performance Rubric, Ensemble Skills

<b>MUSIC</b> <ul style="list-style-type: none"> <li>• Appropriate Level</li> <li>• Pulse Accuracy</li> <li>• Rhythmic Accuracy</li> <li>• Note Accuracy</li> </ul>	<ul style="list-style-type: none"> <li>-Music is well chosen/suitable.</li> <li>-Precise steady and well-controlled pulse demonstrated.</li> <li>-Rhythmic accuracy is demonstrated consistently.</li> <li>-Notes and note values are performed correctly.</li> </ul>	<ul style="list-style-type: none"> <li>-Music is suitable for most players.</li> <li>-Generally precise pulse demonstrated.</li> <li>-Minor rhythmic mishaps occur.</li> <li>-Very few incorrect notes/note values evident.</li> </ul>	<ul style="list-style-type: none"> <li>-Music is suitable for most players.</li> <li>-A lack of rhythmic precision and control is evident.</li> <li>-Some rhythms are performed inaccurately.</li> <li>-Incorrect notes and/or note values evident.</li> </ul>	<ul style="list-style-type: none"> <li>-Music is inappropriate.</li> <li>-Erratic and uncontrolled pulse is evident.</li> <li>-Incorrect rhythms are evident</li> <li>-Incorrect notes and note values demonstrated over the course of the entire performance.</li> </ul>	<ul style="list-style-type: none"> <li>-Music is inappropriate.</li> <li>-Consistent pulse is not demonstrated.</li> <li>-Incorrect rhythms are evident consistently.</li> <li>-Inattention to note accuracy is demonstrated consistently</li> </ul>
<b>INTERPRETATION</b> <ul style="list-style-type: none"> <li>• Expression</li> <li>• Nuance</li> <li>• Phrasing</li> <li>• Dynamics</li> </ul>	<ul style="list-style-type: none"> <li>-Interpretation is communicated through expression.</li> <li>-Exceptional use of nuance.</li> <li>-Exceptional phrasing.</li> <li>-Dynamics are well executed.</li> </ul>	<ul style="list-style-type: none"> <li>-Expression is often evident.</li> <li>-Frequent use of nuance.</li> <li>-Very good phrasing.</li> <li>-Most dynamics are well executed.</li> </ul>	<ul style="list-style-type: none"> <li>-Expression is evident inconsistently.</li> <li>-Use of nuance demonstrated inconsistently.</li> <li>-Some phrasing demonstrated.</li> <li>-Some dynamics are well executed.</li> </ul>	<ul style="list-style-type: none"> <li>-Expression is rarely evident.</li> <li>-Nuance rarely evident.</li> <li>-No attempt at phrasing.</li> <li>-Use of dynamics not evident.</li> </ul>	<ul style="list-style-type: none"> <li>-Expression is not evident.</li> <li>-Understanding of nuance, phrasing and dynamics not demonstrated.</li> </ul>
<b>BLEND/BALANCE</b> <ul style="list-style-type: none"> <li>• Individuals/Sections</li> <li>• Listening</li> <li>• Melody/Harmony</li> </ul>	<ul style="list-style-type: none"> <li>-Individuals within the sections are not distinguishable.</li> <li>-Listening is evident consistently.</li> <li>-Melody and harmony are balanced accurately.</li> </ul>	<ul style="list-style-type: none"> <li>-Individuals within the sections are sometimes distinguishable.</li> <li>-Evidence of well-developed listening skills is apparent.</li> <li>-Melody and harmony are often balanced accurately.</li> </ul>	<ul style="list-style-type: none"> <li>-Individuals within the sections are often distinguishable.</li> <li>-Listening skills are often demonstrated.</li> <li>-Balance of melody and harmony is inconsistent.</li> </ul>	<ul style="list-style-type: none"> <li>-Individuals within the sections perform without regard to blend or balance.</li> <li>-Listening is inconsistent and often neglected.</li> <li>-Balance of melody and harmony is sometimes achieved during less demanding passages but faster, louder and higher passages are not balanced. Individual players and/or sections tend to dominate.</li> </ul>	<ul style="list-style-type: none"> <li>-Individuals within the sections perform without regard to blend or balance.</li> <li>-Understanding of blend or balance is not demonstrated.</li> <li>-Listening is neglected consistently.</li> </ul>
<b>GENERAL EFFECT</b> <ul style="list-style-type: none"> <li>• Stage Etiquette</li> <li>• Ensemble Appearance</li> <li>(The <i>uniformity</i> of appearance is being adjudicated—not the uniform itself.)</li> <li>• Audience Appeal</li> </ul>	<ul style="list-style-type: none"> <li>-Confidence and discipline are exhibited during the entire presentation.</li> <li>-All performers demonstrate an attention to uniform appearance.</li> <li>-Performance is inspiring.</li> </ul>	<ul style="list-style-type: none"> <li>-Confidence and discipline are often exhibited during the presentation.</li> <li>-Uniform appearance is evident by the majority of the performers.</li> <li>-Performance is inspiring most of the time.</li> </ul>	<ul style="list-style-type: none"> <li>-Discipline is exhibited but a lack of confidence is evident.</li> <li>-Attention to uniformity of appearance is lacking by the majority of the performers.</li> <li>-Performance is inspiring some of the time.</li> </ul>	<ul style="list-style-type: none"> <li>-Confidence and discipline are not evident.</li> <li>-Uniformity of appearance is not evident.</li> <li>-Performance is not inspiring.</li> </ul>	<ul style="list-style-type: none"> <li>-Confidence and discipline are not evident.</li> <li>-Attention to appearance is not evident.</li> <li>-Players demonstrate apathy.</li> </ul>

## **Appendix E. Sample Instructional Goals**

### **MARIACHI: ARMONIA (Guitar, Vihuela, and Guitarrón)**

#### **Instructional Goals:**

1. To develop correct vocal production technique.
2. To develop basic listening skills
3. To develop correct posture, hand and instrument position.
4. To identify the parts of the guitar, vihuela and guitarron and appropriate string designations.
5. To demonstrate proper care and maintenance of the guitar, vihuela and guitarron.
6. To develop an awareness of correct tuning of the open strings.
7. To develop the ability to play with accurate intonation.
8. To understand the history and origin of the guitar, vihuela and guitarron and the role each plays within the Mariachi ensemble.
9. To demonstrate a basic knowledge of music fundamentals.
10. To recognize form in simple Mariachi styles through listening to recordings
11. To demonstrate basic chords, simple chord progressions, scales and bass lines in first position.
12. To demonstrate proper strumming technique used in simple Mariachi styles.
13. To incorporate the traditional mánicos used in simple Mariachi styles into musical performances.
14. To demonstrate an awareness of the function of tablature as it relates to the guitar.
15. To demonstrate an awareness of the relationship between music and other arts disciplines.
16. To demonstrate an awareness of the role music plays in society and culture.
17. To demonstrate and awareness of the regional and historical significance and variations of Mariachi music.
18. To demonstrate an awareness of related career fields.

## **Appendix F. Sample Assessment Strategies Related to Instructional Goals**

### **1. VOCAL PRODUCTION**

#### **1.1 THE STUDENT WILL DEMONSTRATE CORRECT POSTURE WHILE SITTING OR STANDING. (IG 1, 2) (Pr)**

1.1.A STRATEGY: Have students demonstrate correct posture sitting forward in the chair with back erect, head in line with body, and feet placed flatly on the floor.

1.1.B STRATEGY: Have students demonstrate correct posture standing with back erect, shoulders down and knees slightly bent, not locked.

#### **1.2 THE STUDENT WILL BE ABLE TO DEMONSTRATE PROPER BREATHING TECHNIQUES NECESSARY FOR SUPPORTING TONE. (IG 1) (Pr)**

1.2.A STRATEGY: Have students practice breathing with an open throat and inaudible breathing.

1.2.B STRATEGY: Have students inhale from the diaphragm and release the air gradually, using the technique of staggered breathing.

#### **1.3 THE STUDENT WILL REPRODUCE A VOCAL TONE WITH A RELAXED, OPEN THROAT. (IG 1) (Pr)**

1.3.A STRATEGY: Have students “yawn” while inhaling then exhale with a sigh.

1.3.B STRATEGY: Have students sing their vowels in Spanish as well as English (teacher should consider using IPA—International Phonetic Alphabet)

#### **1.4 THE STUDENT WILL DEMONSTRATE PROPER DICTION IN ENGLISH AND SPANISH (IG 1) (Pr)**

1.4.A STRATEGY: Using the example of an egg shape, have students smoothly form all vowel sounds, continuing to visualize the egg shape.

1.4.B STRATEGY: Have students demonstrate appropriate use of consonants including attacks, releases and specific characteristics relating to Spanish (ex: rolled r's).

#### **1.5 THE STUDENT WILL EMPLOY CORRECT VOCAL PLACEMENT (IG 1) (Pr)**

1.5.A STRATEGY: Have students practice finding all vocal registers with particular attention to smooth transitions in all voices across all registers.

## Sample Assessment Strategies Related to Instructional Goals

1.5.B STRATEGY: Have students sing with a resonant tone by placing the vowels in the sinus "mask."

1.5.C STRATEGY: Have students sing in simple harmony demonstrating matched resonance.

### 1.6 THE STUDENT WILL SIGHT-SING USING SOLFEO (IG 1) (Pr)

1.6.A STRATEGY: Have students sight-sing simple four-measure phrases in unison using solfeo.

1.6.B STRATEGY: Have students sight-sing simple two-part phrases using solfeo.

1.6.C STRATEGY: Have students sight-sing simple melodic lines singing solo while using solfeo.

1.6.D STRATEGY: Have students sight-sing full songs using solfeo before introducing the instrumental parts.

### SYLLABUS KEY

Key Concept one .....	1. VOCAL PRODUCTION
Key Concept one, Performance Objective one .....	1.1 THE STUDENT WILL DEMONSTRATE CORRECT POSTURE WHILE SITTING (IG 1, 2) (Pr)
Correlates to Instructional Goal(s) (IG), *Artistic Process (Cr) (Pr) (Re) (Cn)	
Key Concept one, Performance Objective one Assessment Strategy one.....	1.1.A STRATEGY: Have students demonstrate correct posture sitting forward in the chair with back erect, head in with body, and feet placed flatly on the floor.
*Artistic Processes	
Creating (Cr): Conceiving and developing new artistic ideas and work.	
Performing (Pr): Realizing artistic ideas and work through interpretation and presentation.	
Responding (Re): Understanding and evaluating how the arts convey meaning.	
Connecting (Cn): Relating artistic ideas and work with personal meaning and external context.	



## Appendix G. Exit Survey Checklist

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Please check the reasons for planning to no longer participate in the *Jose Hernandez Mariachi Academy*?

I. Conflict:

- \_\_\_\_\_ With present instructor
- \_\_\_\_\_ With next instructor
- \_\_\_\_\_ With instructor at the next level
- \_\_\_\_\_ With schedule
- \_\_\_\_\_ With 5<sup>th</sup> grade recess
- \_\_\_\_\_ With 6<sup>th</sup> grade rehearsal time
- \_\_\_\_\_ With marching band
- \_\_\_\_\_ With concert band
- \_\_\_\_\_ With athletics
- \_\_\_\_\_ With other school activities
- \_\_\_\_\_ With outside school activities
- \_\_\_\_\_ With music selection
- \_\_\_\_\_ With boredom
- \_\_\_\_\_ With other band students
- \_\_\_\_\_ Not my kind of group
- \_\_\_\_\_ I'm a better athlete and they want me to choose
- \_\_\_\_\_ My parents want me to concentrate on academics
- \_\_\_\_\_ This isn't what I thought it would be

II. "I've lost interest." Please indicate why you have lost interest.

- \_\_\_\_\_ It's too hard
- \_\_\_\_\_ I feel more rewarded in something else
- \_\_\_\_\_ It takes too much time
- \_\_\_\_\_ I'm not good enough
- \_\_\_\_\_ I don't feel good about my efforts
- \_\_\_\_\_ I'm afraid of playing by myself
- \_\_\_\_\_ I play the wrong instrument for jazz band
- \_\_\_\_\_ Too costly
- \_\_\_\_\_ Seems to control my life

III. "I have fears (reservations) about continuing in mariachi." Please indicate concerns you have that are causing you to have this fear.

- \_\_\_\_\_ Competition
- \_\_\_\_\_ Time commitment
- \_\_\_\_\_ Physical part of marching band
- \_\_\_\_\_ I'm not good enough

# Appendix II. Budget

## José Hernández Mariachi Academy SAUSD After-School Program Three (3) Twelve-Week Rotations

Provides Six (6) Teachers serving Three (3) Intermediate Schools per each 12-Week Rotation									
Staff*	Description: Instructional Staff (Direct Service)	Total Hrs per Rotation	Cost Per Hour	Cost Per Rotation	Staff (Direct Service) Three 12-Week Rotations (9 Schools)				
3 Viola/Trumpet	26 Hours per week X 6 Instructors = 156 hrs/week	1,872 Hrs	\$ 32.00	\$ 59,904.00	\$ 179,712.00				
3 Gtr/Vihuela/Guitarrron	*6 Total staff includes 1 Violin/Trumpet Teacher and 1 Guitar/Vihuela/Guitarrron Teacher per school (3 schools per rotation)								
					Sub Total: \$ 179,712.00				
Item	Description: Supervisory Observations		Cost per each Observation	12 Supervisory Observations per 12 Wk Rotation	Oversight Three 12-Week Rotations (9 Schools)				
Oversight	1. José Hernández will oversee the program by making regularly scheduled Supervisory Observations of each of the six (6) staff members at least two (2) separate times per rotation for a total of 12 Supervisory Observations per rotation. Travel expenses included.		\$ 75.00	\$ 900.00	\$ 2,700.00				
					</				

***José Hernández Mariachi Academy***  
**SAUSD After-School Program**  
**Three (3) Twelve-Week Rotations**

[illegible]



***José Hernández Mariachi Academy***  
**SAUSD After-School Program**  
**Three (3) Twelve-Week Rotations**

[illegible]

## **AGENDA ITEM BACKUP SHEET**

**May 26, 2015**

### **Board Meeting**

**TITLE:** Authorization to Extend Contracts Awarded through Request for Proposals or Bid for 2015-16 Fiscal Year and Approval to Continue use of Previously Approved Piggyback Bids, California Multiple Award Schedule and Western States Contracting Alliance Agreements

**ITEM:** Action

**SUBMITTED BY:** Stefanie P. Phillips, Ed. D., Deputy Superintendent, Operations, CBO  
Joe Dixon, Assistant Superintendent, Facilities & Governmental Relations

**PREPARED BY:** Jonathan Geiszler, Director, Purchasing and Stores  
Todd Butcher, Director, Construction

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#### **BACKGROUND INFORMATION:**

The Board has authorized the award of contracts through the bidding and Request for Proposals process over the last several years as well as approved use of piggyback, California Multiple Award Schedule (CMAS) and Western States Contracting Alliance (WSCA) agreements. The attached document lists the contract items or services that may be purchased during the 2015-16 fiscal year for new or replacement District needs, to replenish warehouse stock, for facilities maintenance and services and Nutrition Services.

This renewal authorization permits staff to utilize the pricing for the fiscal year beginning July 1, 2015 through June 30, 2016 for previously awarded bids and contracts. Vendor selection was in compliance with Board Policies.

#### **RATIONALE:**

The purpose of this agenda item is to seek Board approval to renew contracts awarded through the bidding and Request for Proposals process as well as approve the continued use of piggyback, CMAS and WSCA agreements which were previously Board approved.

#### **FUNDING:**

Various Budgeted Funds as requested

**RECOMMENDATION:**

Authorize staff to renew contracts awarded through Bids or Request for Proposals and approve the continued use of piggyback, California Multiple Award Schedule and Western States Contracting Alliance agreements which were previously Board approved for 2015-16 fiscal year for the term of the original contracts.

SP:mm

Bid, RFP or Contract Number	Start of Contract	End of Contract	Description	Company	Maximum Annual Amount	Re-Bid Planned In 2015-2016
<b>Warehouse Supplies</b>						
Bid #01-14	Jan-14	Jan-17	Custodial Supplies	Graybar, Gorm, Unisan, Gale Supply, Waxie, Champion Chemical, Grainger, Continental Chemical, P&R Paper, Unisource, Office Depot, Walters Wholesale Electric	\$300,000	NO
Bid #05-14	Aug-14	Aug-17	Office Supplies	Southwest School, Quill, Certified Art, Hamlet Paper, School Specialty	\$1,500,000	NO
<b>Western States Contracting Alliance Agreements (WSCA)</b>						
WSCA-NASPO Addendum B27160	Oct-09	Sep-15	Dell Computers and Servers	Dell Marketing, L.P.	N/A	N/A
WSCA-NASPO Addendum B27164	Oct-09	Sep-15	HP Computers and Servers	Hewlett Packard	N/A	N/A
WSCA-NASPO Addendum B27168	Oct-09	Sep-15	Lenovo Computers and Servers	Lenovo	N/A	N/A
WSCA-NASPO Addendum 7-11-51-01	Jun-11	Feb-17	Facilities Maintenance Supplies	Fastenal	N/A	N/A
WSCA-NASPO Addendum 7-12-70-31	Apr-13	Sep-15	Managed Print Services	Xerox Corporation	N/A	N/A
WSCA-NASPO Addendum 7-11-51-02	Feb-14	Feb-17	Facilities Maintenance Supplies	W.W. Grainger, Inc.	N/A	N/A
<b>California Multiple Award Schedule Agreements (CMAS)</b>						
CMAS Contract # 3-99-70-0793B	Apr-14	May-19	Computer Hardware and IT Supplies	CDW Government	N/A	N/A
CAMS Contract # 4-07-78-0036A	Oct-13	Dec-17	Gasoline and Electric Utility Carts	Turf Star, Inc.	N/A	N/A
CMAS Contract # 3-01-36-0030A	Dec-09	Dec-16	Publications Leases	Xerox Corporation	N/A	N/A
CMAS Contract # 3-09-70-0163AE	Jun-13	Sep-17	Networking Supplies and Equipment	NexusIS, Inc.	N/A	N/A
CMAS Contract # 4-13-71-0133A	Jun-13	Apr-17	Computer Carts and Classroom Furniture	Bretford Manufacturing, Inc.	N/A	N/A
CMAS Contract # 3-13-70-3011A	Oct-13	Dec-15	Networking Supplies and Equipment	AkinsIT, Inc.	N/A	N/A
CMAS Contract # 4-14-72-0057A	Mar-14	Dec-17	Carpeting and Carpeting Installation Supplies	KYA Services, Inc.	N/A	N/A
<b>Piggyback Contracts</b>						
GD-13-0006-64	Sep-12	Oct-15	Janitorial Supplies	Waxie Sanitary Supplies	N/A	N/A
BID # 12/13-1377	Jul-13	Jun-16	Dairy And Juice	Driftwood Dairy	N/A	N/A
Bid # PB2	Feb-14	Feb-17	Synthetic Turf and Sports Flooring	KYA Services, Inc.	N/A	N/A
<b>Transportation</b>						
Bid #18-12	Jul-12	Jun-16	Student Transportation	Durham, Certified, JFK, American Logistics	\$14,000,000	YES

Bid, RFP or Contract Number	Start of Contract	End of Contract	Description	Company	Maximum Annual Amount	Re-Bid Planned In 2015-2016
<b>Copiers Districtwide</b>						
Bid # 02-13	May-13	May-18	60 Month Lease of copiers	Xerox Corporation	\$1,200,000	NO
<b>Facilities/Building Services</b>						
Bid # 17-10	Jul-11	Jul-16	Painting Services	J.L. Cobb	\$400,000	YES
Bid #38-11	Jun-11	Jun-16	Asphalt Paving and Concrete	Ben's Asphalt	\$500,000	YES
Bid #39-11	Jun-11	Jun-16	Plumbing Services	Verne's Plumbing	\$400,000	YES
Bid #41-11	Jun-11	Jun-16	General Construction Services	T.J. Janca Construction	\$500,000	YES
Bid # 02-12	Oct-11	Oct-16	Trash and recycling Services	Ware Disposal	\$600,000	YES
BID #07-13	Feb-13	Feb-16	Shade Structures	Shade Structures, Inc. dba USA Shade & Fabric Structures	\$300,000	NO
BID # 01-15	Aug-14	Aug-19	Energy Management Systems Maintenance Services	Western Power Systems	\$120,000	NO
<b>Nutrition Services</b>						
BID#11-13	Jul-13	Jun-16	Bread Products	Gold Star Foods, Inc.	\$500,000	NO
BID # 04-14	Aug-14	Aug-17	Paper, Plastic, Food Wrapping and Non-Food Supplies	P&R Paper, A&R Food Distributors, Daxwell, Southwest School, Platinum Packaging, Interboro Packaging, Sysco Riverside, American Tex-Chem, Form Plastics, Grainger, Oliver Packaging, Pressed Paperboard, Transilwrap, Waxie	\$650,000	NO
Bid# 02-15	Sep-14	Sep-17	Frozen, Refrigerated, Processed Commodity and Dry Food Products	A&R Food Distributors	\$6,000,000	NO
Bid # 03-15	Oct-14	Oct-17	Kitchen Equipment	Action Sales, Strategic Equipment & Supply, Arrow Restaurant Equipment, Chef's Toys, Pueblo Hotel Supply, Douglas Equipment	\$4,000,000	NO
Bid # 12-15	Mar-15	Mar-18	Delivery Trucks	Inland Kenworth US, Inc.	\$300,000	NO



## **AGENDA ITEM BACKUP SHEET**

**May 26, 2015**

### **Board Meeting**

**TITLE:** Authorization to Renew Annual Listing of Agreements/Contracts with Santa Ana Unified School District and Various Consultants Submitted for 2015-16 Fiscal Year

**ITEM:** Action

**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 authorization to renew the annual listing of agreements/contracts with Santa Ana Unified School District and various consultants submitted for the 2015-16 fiscal year.

#### **RATIONALE:**

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

The attached list identifies various consultants that will provide services throughout the District whose compensation is under \$250,000.

#### **FUNDING:**

Not Applicable

#### **RECOMMENDATION:**

Authorize staff to renew the annual listing of agreements/contracts with the Santa Ana Unified School District and various consultants for the 2015-16 fiscal year.



## 2015-16 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES

### Submitting Division: Educational Services

May 26, 2015

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	2014-15	2015-16 MAXIMUM NOT TO EXCEED
1.	University of California, Irvine Math Project	<b>Educational Services K-12:</b> Will provide professional development for teachers involved in Common Core Math, review units of study, and provide classroom coaching.	July 1, 2015 through June 30, 2016	X	S.D. Bechtel Grant	\$74,520	\$74,520
2.	Silicon Valley	<b>Educational Services:</b> Will provide 70 sessions of math professional development services to District staff supporting the new State Standards and mathematical practices.	July 1, 2015 through June 30, 2016	X	S.D. Bechtel Grant	\$190,000	\$190,000
3.	Document Tracking Services, LLC	<b>Research and Evaluation:</b> Will provide services to assist the District in preparing the School Accountability Report Cards (SARC) via a web-based application that will customize and pre-populate online templates to produce school and District reports to comply with State and Federal regulations.	July 1, 2015 through June 30, 2016	X	General Fund	\$22,445	\$23,645
4.	Eagle Software	Technology Innovations Services: Will provide professional services and support for AERIES Student Information System training to staff and direct training in subject areas, such as Master Schedule, that require a high level of expertise and experience, on an "as needed" basis.	July 1, 2015 through June 30, 2016	X	General Fund	\$16,000	\$10,000

**2015-16 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES**  
**Submitting Division: Educational Services**  
**May 26, 2015**  
**Page 2**

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	2014-15	2015-16 MAXIMUM NOT TO EXCEED
5.	California School Management Group, Inc.	<b>Technology Innovations Services:</b> Will provide professional services for E-Rate projects, to deliver end-to-end solutions, to ensure FCC compliance and maximum funding for the District's E-Rate program; as well as preparation of all FCC documentation, main point of contact, prepare and present applicable audit documentation, and advise on any FCC appeals, on an "as needed" basis.	July 1, 2015 through June 30, 2016	X	General Fund	\$85,000	\$85,000
6.	DT-Comp, Inc.	<b>Technology Innovations Services:</b> Will provide professional services to support and maintain mission critical applications, including Active Directory/Exchange E-mail server, security, network analysis, disaster recovery, and forensic discovery, etc., on an "as needed" basis at a rate of \$145 per hour.	July 1, 2015 through June 30, 2016	X	General Fund	\$100,000	\$58,000
7.	Education Pioneers	Technology Innovations Services: Will continue to provide Analyst Fellows with strong analytical, project management, and communication skills for the application of analytics in an educational environment. Up to five Analyst Fellows.  Note: District payment to be made directly to the Analyst Fellow shall be pursuant to a separately negotiated Professional Services Agreement with Analyst Fellows.	July 1, 2015 through June 30, 2016	X	General Fund	\$76,500	\$76,500

2015-16 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES  
Submitting Division: Educational Services  
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NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	2014-15	2015-16 MAXIMUM NOT TO EXCEED
8.	Gray Miller Persh LLP (Former name: Dow Lohnes PLLC)	<b>Technology Innovations Services:</b> Will provide services on Education Broadband Services regulatory and lease matters related to the FCC. Gray Miller Persh, LLP, has a long standing relationship with the District working in this area.	July 1, 2015 through June 30, 2016	X	General Fund	\$2,500	\$2,500
9.	Padres Unidos	<b>Garfield Elementary:</b> Will provide bi-weekly three-hour classes for five weeks during the summer of parent trainings, that incorporate in-classroom school readiness strategies for 3½ to 5 year olds, and parenting skills training for parents and caregivers. These two components are delivered simultaneously in separate classrooms, one for the parents and one for the children.	July 1, 2015 Through August 31, 2015	X	Title I		\$3,554
10.	Padres Unidos	<b>Jefferson Elementary:</b> Will provide bi-weekly three-hour classes for five weeks during the summer of parent trainings, that incorporate in-classroom school readiness strategies for 3½ to 5 year olds, and parenting skills training for parents and caregivers. These two components are delivered simultaneously in separate classrooms, one for the parents and one for the children.	July 1, 2015 Through August 31, 2015	X	Title I		\$3,554

2015-16 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES  
Submitting Division: Educational Services  
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NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	2014-15	2015-16 MAXIMUM NOT TO EXCEED
11.	Padres Unidos	<b>Martin Elementary:</b> Will provide bi-weekly three-hour classes for five weeks during the summer of parent trainings, that incorporate in-classroom school readiness strategies for 3½ to 5 year olds, and parenting skills training for parents and caregivers. These two components are delivered simultaneously in separate classrooms, one for the parents and one for the children.	July 2, 2015 Through July 23, 2015	X	Title I		\$2,487.80
12.	Padres Unidos	<b>Monte Vista Elementary:</b> Will provide bi-weekly three-hour classes for five weeks during the summer of parent trainings, that incorporate in-classroom school readiness strategies for 3½ to 5 year olds, and parenting skills training for parents and caregivers. These two components are delivered simultaneously in separate classrooms, one for the parents and one for the children.	July 1, 2015 Through August 31, 2015	X	LCAP Discretionary		\$3,554
13.	Padres Unidos	<b>Pio Pico Elementary:</b> Will provide bi-weekly three-hour classes for five weeks during the summer of parent trainings, that incorporate in-classroom school readiness strategies for 3½ to 5 year olds, and parenting skills training for parents and caregivers. These two components are delivered simultaneously in separate classrooms, one for the parents and one for the children.	July 1, 2015 Through August 31, 2015	X	Title I		\$3,554

2015-16 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES  
Submitting Division: Educational Services  
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NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	2014-15	2015-16 MAXIMUM NOT TO EXCEED
14.	Padres Unidos	<b>Walker Elementary:</b> Will provide bi-weekly three-hour classes for five weeks during the summer of parent trainings, that incorporate in-classroom school readiness strategies for 3½ to 5 year olds, and parenting skills training for parents and caregivers. These two components are delivered simultaneously in separate classrooms, one for the parents and one for the children.	July 1, 2015 Through August 31, 2015	X	Title I		\$3,554
15.	Padres Unidos	<b>Jim Thorpe Elementary:</b> Will provide bi-weekly three-hour classes for five weeks during the summer of parent trainings, that incorporate in-classroom school readiness strategies for 3½ to 5 year olds, and parenting skills training for parents and caregivers. These two components are delivered simultaneously in separate classrooms, one for the parents and one for the children.	July 1, 2015 Through August 31, 2015	X	Discretionary		\$3,554
16.	Padres Unidos	<b>Fremont Elementary:</b> Will provide bi-weekly three-hour classes for five weeks during the summer of parent trainings, that incorporate in-classroom school readiness strategies for 3½ to 5 year olds, and parenting skills training for parents and caregivers. These two components are delivered simultaneously in separate classrooms, one for the parents and one for the children.	July 1, 2015 Through August 31, 2015	X	Discretionary		\$3,554

## 2015-16 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES

### Submitting Division: Business Services

May 26, 2015

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	2014-15	2015-16 MAXIMUM NOT TO EXCEED
17.	Educational Consulting Services (ECS)	<b>Accounting:</b> Will provide Mandated Cost Reimbursement Services.	July 1, 2015 through June 30, 2016	X	General Fund	\$40,000	\$40,000
18.	Capitol Advisors Group, LLC	<b>Business Operations:</b> Will represent District on budget issues before legislative action is taken on an “as needed” basis.	July 1, 2015 through June 30, 2016	X	General Fund	\$26,000	\$26,000
19.	Government Financial Strategies, Inc.	<b>Business Operations:</b> Will 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.	July 1, 2015 through June 30, 2016	X	General Fund	\$25,000	\$25,000
20.	Joseph W. Rombold dba Codechek	<b>Business Operations:</b> Will provide assistance with statutory compliance related to the mandate reimbursement process and mandate block grant.	July 1, 2015 through June 30, 2016	X	General Fund	\$30,000	\$30,000
21.	Zarca Interactive, Inc. dba K12 Insight	<b>Business Operations:</b> Will provide Local Control Accountability Plan support for community and parents surveys as well as ongoing communication tool between the community and the District with a web-based reporting dashboard.	July 1, 2015 through June 30, 2016	X	General Fund	\$83,700	\$83,700



2015-16 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES  
Submitting Division: Business Services  
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NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	2014-15	2015-16 MAXIMUM NOT TO EXCEED
22.	Laurel Adler	<b>Business Operations:</b> Will provide services to review and analyze charter petitions against the specific related sections of the California Charter Law Requirements. Consultant will continue on an “as needed” basis.	July 1, 2015 through June 30, 2016	X	General Fund	\$18,000	\$18,000
23.	School Services of California	<b>Business Operations:</b> Will provide professional services and advise in the area of Business Services.	July 1, 2015 through June 30, 2016	X	General Fund	\$15,000	\$15,000
24.	Strategic Education Services	<b>Business Operations:</b> Will represent District on budget issues before legislative action is taken on an “as needed” basis.	July 1, 2015 through June 30, 2016	X	General Fund	\$36,000	\$36,000
25.	Vavrinek, Trine, Day & Co., LLP	<b>Business Operations:</b> Will provide auditing services and prepare tax returns for the Santa Ana Unified School District Public Facilities Corporation.	July 1, 2015 through June 30, 2016	X	General Fund	\$81,000	\$83,000
26.	Alliant Insurance Services	<b>Insurance Benefits:</b> To provide services related to the District Health Benefits and guidance on Health Care Reform as it relates to medical and dental plan.	July 1, 2015 through June 30, 2016	X	General Fund	\$193,000	\$193,000
27.	Barney & Barney	<b>Insurance Benefits:</b> Will provide Health Benefits services for the Santa Ana Educators Association (SAEA) and California School Employees Association (CSEA).	July 1, 2015 through June 30, 2016	X	General Fund	\$55,000	\$55,000

2015-16 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES  
Submitting Division: Business Services  
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NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	2014-15	2015-16 MAXIMUM NOT TO EXCEED
28.	Premier Food Safety	<b>Nutrition Services:</b> The consultant will provide services for ServServe Food Manager Certification classes and exams for staff development purposes to Food Services Employees in area of Food Safety. Upon successful completion of the course staff will possess a five year nationally recognized Food Manager certificate.	July 1, 2015 through June 30, 2016	X	Fund 13	\$5,000	\$7,000
29.	SQUARE (1) Design	<b>Nutrition Services:</b> Will provide design services for kitchen upgrades for submittal to California Department of Education approval.	July 1, 2015 through June 30, 2016	X	Fund 13/ Funds: 01, 14, 24, 25, 26, 28, 29, 35, 40	\$250,000	\$100,000 <u>\$150,000</u> \$250,000
30.	R&D Transportation Services, Inc.	<b>Purchasing:</b> Will provide transportation, planning, and routing and scheduling, service reporting and call center services for student home to school transportation.	July 1, 2015 through June 30, 2016	X	General Fund	\$235,000	\$235,000

2015-16 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES  
Submitting Division: Business Services  
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NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	2014-15	2015-16 MAXIMUM NOT TO EXCEED
31.	AON Global Risk Consulting	<b>Risk Management:</b> Will provide actuarial study of Workers' Compensation Program as of June 30, 2014.	July 1, 2015 through June 30, 2016	X	Self-Insurance Fund	\$5,000	\$5,000
32.	Dr. Greg Sancier	<b>Risk Management:</b> Will provide Crisis Intervention Team/Mental Health training to Police Officers, First Responders and staff to include stress management strategies and conflict resolution and mediation.	July 1, 2015 through June 30, 2016	X	Self-Insurance Fund	\$20,000	\$20,000
33.	Global Community College, Inc.	<b>Risk Management:</b> Will conduct Emergency Operations training and Incident Command Training for District staff; assist in development of school site Emergency Operations Plans; review District drills and conduct school site audits as necessary for 2014-15. Develop and Implement a TEEN Cert Program.	July 1, 2015 through June 30, 2016	X	Self-Insurance Fund	\$10,000	\$10,000
34.	Dr. Manny Tau/Baron Center	<b>Risk Management:</b> Will provide services related to workplace violence and threat management and training to include skill development, behavioral interventions, and threat assessments.	July 1, 2015 through June 30, 2016	X	Self-Insurance Fund	\$35,000	\$35,000
35.	Total Compensation Systems, Inc.	<b>Risk Management:</b> Will provide GASB 45 Actuarial Study of Post-Employment Benefits as of June 30, 2014.	July 1, 2015 through June 30, 2016	X	General Fund	\$8,500	\$8,500

2015-16 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES  
Submitting Division: Business Services  
May 26, 2015  
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NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	2014-15	2015-16 MAXIMUM NOT TO EXCEED
36.	Vision Star Media	<b>Risk Management:</b> Will produce a series of emergency response training and operational videos highlighting specific District protocols for active shooter - run, hide, fight-scenarios.	July 1, 2015 through June 30, 2016	X	Self-Insurance Fund	\$160,000	\$160,000
37.	RCS Investigations & Consulting, LLC	<b>School Police:</b> Will conduct pre-employment background investigations for School Police Department staff.	July 1, 2015 through June 30, 2016	X	General Fund	\$8,000	\$15,000
38.	Lexipol, LLC	<b>School Police:</b> Will provide services and updates for development of procedures manual for SAUSD School Police Services.	July 1, 2015 through June 30, 2016	X	General Fund	\$4,450	\$4,450

## 2015-16 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES

### Submitting Division: Facilities and Governmental Relations

May 26, 2015

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	2014-15	2015-16 MAXIMUM NOT TO EXCEED
39.	American Mechanical Plumbing Engineers (AMPE)	Will provide mechanical and plumbing engineering services.	July 1, 2015 through June 30, 2016	X	Various Funds: 1, 25, 35, 40, 49	\$200,000	\$200,000
40.	Associated Soils Engineering	Will provide soil testing, in-plant welding, masonry testing, and inspection services.	July 1, 2015 through June 30, 2016	X	Various Funds: 1, 25, 35, 40, 49	\$200,000	\$200,000
41.	Bainbridge Environmental Consultants	Will provide hazardous material assessment and testing on an "as needed" basis.	July 1, 2015 through June 30, 2016	X	Various Funds: 01, 14, 25, 35, 40, 49	\$90,000	\$90,000
42.	CS & Associates, Inc.	Will provide services to successfully implement and operate a Labor Compliance Program (LCP) and update the LCP based on new regulations from the California Code of Regulations on an "as needed" basis.	July 1, 2015 through June 30, 2016	X	Various Funds: 1, 25, 35, 40, 49	\$35,000	\$35,000
43.	Colbi Technologies	Will provide financial software support to the Facilities Accounting Program.	July 1, 2015 through June 30, 2016	X	Various Funds: 25, 35, 40, 49	\$10,000	\$10,000

**2015-16 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES**  
**Submitting Division: Facilities and Governmental Relations**  
**May 26, 2015**  
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NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	2014-15	2015-16 MAXIMUM NOT TO EXCEED
44.	Cumming Construction Management, Inc.	Will provide services for energy consulting support for Proposition 39.	July 1, 2015 through June 30, 2016	X	Fund: 1	\$50,000	\$50,000
45.	Dolinka Group, Inc.	Will provide Community Facilities District, Redevelopment and Developer Fee Justification Services.	July 1, 2015 through June 30, 2016	X	Various Funds: 1, 25, 35, 40, 49	\$100,000	\$100,000
46.	Environmental Network, Corp. dba Encorp	Will provide hazardous material assessment and testing on an "as needed" basis.	July 1, 2015 through June 30, 2016	X	Various Funds: 1, 25, 35, 40, 49	\$100,000	\$100,000
47.	Hancock, Park, Delong, Inc.	Will provide school advisory services on an "as needed" basis.	July 1, 2015 through June 30, 2016	X	Various Funds: 1, 25, 35, 40, 49	\$10,000	\$10,000
48.	Murdoch, Walrath & Holmes	Will represent the District in negotiations with developers, establish opportunities to fund, acquire, and improve properties, and enter into joint use/education partnerships.	July 1, 2015 through June 30, 2016	X	Various Funds: 1, 25, 40, 49	\$100,000	\$100,000

**2015-16 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES**  
**Submitting Division: Facilities and Governmental Relations**  
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NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	2014-15	2015-16 MAXIMUM NOT TO EXCEED
49.	Ninyo & Moore	Will provide soil testing, in-plant welding, masonry testing, and inspection services.	July 1, 2015 through June 30, 2016	X	Various Funds: 1, 25, 35, 40, 49	\$100,000	\$200,000
50.	Orbach, Huff, Suarez & Henderson	Will provide legal services (Bid documents, protest, appeals, contracts, Public Contract Code compliance) on an "as needed" basis.	July 1, 2015 through June 30, 2016	X	Various Funds: 01, 14, 25, 35, 40, 49	\$100,000	\$100,000
51.	Placeworks, Inc.	Will provide services in the planning and implementation of corrective measures and CEQA services.	July 1, 2015 through June 30, 2016	X	Various Funds: 1, 25, 35, 40, 49	\$25,000	\$25,000
52.	Preferred Aerial & Crane Technology, Inc.	Will provide on-site annual safety procedure training for electricians and maintenance employees.	July 1, 2015 through June 30, 2016	X	Fund: 1	\$1,000	\$1,000
53.	Priest Construction Services, Inc.	Will provide Division of State Architect (DSA) – Inspector of Record services on as "as needed" basis.	July 1, 2015 through June 30, 2016	X	Various Funds: 25, 35, 40, 49	\$250,000	\$250,000

**2015-16 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES**  
**Submitting Division: Facilities and Governmental Relations**  
**May 26, 2015**  
**Page 4**

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	2014-15	2015-16 MAXIMUM NOT TO EXCEED
54.	Rayburn Corporation	Will provide standardizing district systems, Voice over Internet Protocol project support, E-Rate reimbursement funding, School Facility Program support, technical training of staff, and related support.	July 1, 2015 through June 30, 2016	X	Various Funds: 01, 14, 25, 35, 40, 49	\$85,000	\$85,000
55.	Sandy Pringle Associates, Inspection Consultants, Inc.	Will provide Division of State Architect (DSA) – Inspector of Record services.	July 1, 2015 through June 30, 2016	X	Various Funds: 1, 25, 35, 40, 49	\$250,000	\$250,000
56.	Twining Laboratories	Will provide soil testing, in-plant welding, masonry testing, and inspection services.	July 1, 2015 through June 30, 2016	X	Various Funds: 1, 25, 35, 40, 49	\$100,000	\$200,000
57.	Vavrinek, Trine, Day & Co., LLP (VTD)	Will provide general obligation bond audit assistance on an “as needed” basis.	July 1, 2015 through June 30, 2016	X	Various Funds: 1, 25, 27, 35, 40, 49	\$25,000	\$25,000
58.	Restoration Management	Will provide emergency water damage restoration, fire and smoke damage restoration and mold and sewage remediation on an as needed basis.	July 1, 2015 through June 30, 2016	X	Various Funds: 1, 25, 27, 35, 40, 49	\$25,000	\$25,000



## 2015-16 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES

### Submitting Division: Human Resources

May 26, 2015

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	2014-15	2015-16 MAXIMUM NOT TO EXCEED
59.	Richard D. Jones a Professional Law Corporation dba Jones & Mayer	Will provide legal counsel for disciplinary matters involving School Police Officers.	July 1, 2015 through June 30, 2016	X	General Fund	\$5,000	\$5,000
60.	Eric Wayne Gruver, Ph.D.	Will conduct pre-employment psychological evaluations for School Police Department staff.	July 1, 2015 through June 30, 2016	X	General Fund	\$5,000	\$3,000
61.	Garcia, Hernandez, Sawhney & Bermudez, LLP	Will provide consultant and research services required to represent the District's best interests in the areas of collective bargaining, labor and employment matters.	July 1, 2015 through June 30, 2016	X	General Fund	\$30,000	\$30,000

**2015-16 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES**  
**Submitting Division: Support Services**  
**May 26, 2015**

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	2014-15	2015-16 MAXIMUM NOT TO EXCEED
62.	Barbara Penwarden dba Braille to Go	Will provide Braille transcription for special education.	July 1, 2015 through June 30, 2016	X	Special Ed.	\$7,000	\$7,000
63.	U.S. HealthWorks, Inc.	Will provide written individual prescriptions for physical and occupational therapy as well as written approval of District speech protocol for speech therapy.	July 1, 2015 through June 30, 2016	X	Medi-Cal Funding	\$30,000	\$30,000
64.	C.J.T. Enterprises	Will provide specialized equipment/technology for students with severe disabilities.	July 1, 2015 through June 30, 2016	X	Special Ed.	\$4,600	\$4,600
65.	Goodwill Industries of OC dba ATEC	Will provide evaluations, training, and trial use of new equipment for special education students.	July 1, 2015 through June 30, 2016	X	Special Ed.	\$5,000	\$5,000
66.	Gail Nugent	Will provide facilitation of special education parent meetings and other staff meetings as appropriate, toward timely resolution of issues.	July 1, 2015 through June 30, 2016	X	Mental Health Special Ed. ADR	\$20,000	<b>\$20,000</b>

**2015-16 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES**  
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NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	2014-15	2015-16 MAXIMUM NOT TO EXCEED
67.	John (Jack) Lucas	Will review and analyze the reporting of special education revenue and expenditures.	July 1, 2015 through June 30, 2016	X	Special Ed.	\$4,600	\$4,000
68.	S. Daniel Harbottle dba Harbottle Law Group	Will provide legal counsel for the Special Education Department.	July 1, 2015 through June 30, 2016	X	Special Ed.	\$75,000	\$75,000
69.	Sheila Doctors dba MSD Professional Consultants, Inc.	Will provide support for the District for students who are deaf and hard of hearing including communication methodologies, interpreting, transcription services, and placement options.	July 1, 2015 through June 30, 2016	X	Special Ed.	\$34,000	\$34,000
70.	Maria Lyn Kulik Abramsom dba Hear Now	Will provide an Independent Educational Evaluation to a special education student per the student's Individualized Education Program.	July 1, 2015 through June 30, 2016	X	Special Ed.	\$1,500	\$1,500
71.	Leigh Perales	Will provide behavioral health support for students to develop and use appropriate behavioral interaction in the classroom and in other school environments.	July 1, 2015 through June 30, 2016	X	Mental Health Special Ed.	\$20,000	\$20,000

**2015-16 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES**  
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NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	2014-15	2015-16 MAXIMUM NOT TO EXCEED
72.	Lisa Schooler	Will provide mental health counseling for students.	July 1, 2015 through June 30, 2016	X	Mental Health Special Ed.	\$38,436	\$38,880
73.	Katie Rivkind	Will provide mental health counseling for students.	July 1, 2015 through June 30, 2016	X	Mental Health Special Ed.	\$46,860	\$43,200
74.	Paul Arata	Will provide mental health counseling for students.	July 1, 2015 through June 30, 2016	X	Mental Health Special Ed.	\$79,692	\$77,760
75.	Tammy Shelton	Will provide mental health counseling for students.	July 1, 2015 through June 30, 2016	X	Mental Health Special Ed.	\$79,692	\$77,760
76.	Charles Spicer dba Center for Growth and Change, Inc.	Will provide mental health counseling for students.	July 1, 2015 through June 30, 2016	X	Mental Health Special Ed.	\$79,692	\$77,760
77.	Michelle Roth	Will provide mental health counseling for students.	July 1, 2015 through June 30, 2016	X	Mental Health Special Ed.	\$38,436	\$38,880

**2015-16 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES**  
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NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	2014-15	2015-16 MAXIMUM NOT TO EXCEED
78.	Joseph Cavins	Will provide mental health counseling for students.	July 1, 2015 through June 30, 2016	X	Mental Health Special Ed.	\$79,692	\$77,760
79.	Andrea Baird	Will provide mental health counseling for students.	July 1, 2015 through June 30, 2016	X	Mental Health Special Ed.	\$79,000	\$77,760
80.	De Vida Bell	Will provide mental health counseling for students.	July 1, 2015 through June 30, 2016	X	Mental Health	\$29,160	\$77,760
81.	Rodolfo Gomez	Will provide mental health counseling for students.	July 1, 2015 through June 30, 2016	X	Mental Health Special Ed.	\$56,904	\$58,320
82.	Monica Sedberry	Will provide mental health counseling for students.	July 1, 2015 through June 30, 2016	X	Mental Health	\$29,160	\$77,760
83.	Frank Miscione	Will provide mental health counseling for students.	July 1, 2015 through June 30, 2016	X	Mental Health Special Ed.	\$42,540	\$43,200

**2015-16 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES**  
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NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	2014-15	2015-16 MAXIMUM NOT TO EXCEED
84.	Debra Solseng	Will provide mental health counseling for students.	July 1, 2015 through June 30, 2016	X	Mental Health Special Ed.	\$42,540	\$43,200
85.	Linda Robertson	Will provide mental health counseling for students.	July 1, 2015 through June 30, 2016	X	Mental Health Special Ed.	\$38,436	\$38,880
86.	Lisa Hartman	Will provide mental health counseling for students.	July 1, 2015 through June 30, 2016	X	Mental Health Special Ed.	\$30,780	\$25,920
87.	Melody Foxx	Will provide mental health counseling for students.	July 1, 2015 through June 30, 2016	X	Mental Health Special Ed.	\$50,748	\$51,840
88.	Maxine Langdon	Will provide mental health counseling for students.	July 1, 2015 through June 30, 2016	X	Mental Health Special Ed.	\$79,692	\$77,760

**2015-16 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES**  
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NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	2014-15	2015-16 MAXIMUM NOT TO EXCEED
89.	Steven Moody	Will provide mental health counseling for students.	July 1, 2015 through June 30, 2016	X	Mental Health Special Ed.	\$38,436	\$38,880
90.	Janice Casteel	Will provide Independent Educational Evaluations for special education students.	July 1, 2015 through June 30, 2016	X	Special Ed.	\$12,000	\$12,000
91.	Robert Patterson	Will provide independent educational evaluations required to address special education due process differences in opinion and assist with staff, parents, and Individualized Education Programs and IEP's in regard to due process hearings and declarations.	July 1, 2015 through June 30, 2016	X	Special Ed.	\$15,000	\$15,000
92.	Paul Alan Dores	Will provide psycho-educational Independent Educational Evaluations to special education student.	July 1, 2015 through June 30, 2016	X	Special Ed.	\$4,600	\$4,600
93.	Southern California College of Optometry	Will provide a vision assessment and therapy for special education students.	July 1, 2015 through June 30, 2016	X	Special Ed.	\$6,000	\$1,000

**2015-16 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES**  
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NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	2014-15	2015-16 MAXIMUM NOT TO EXCEED
94.	Turning Point Center for Families	Will provide counseling and therapeutic services for students in need of mental health support.	July 1, 2015 through June 30, 2016	X	Medi-Cal	\$85,400	\$35,000
95.	West Shield Adolescent Services	Will provide transportation services for special education students to Residential Treatment Centers.	July 1, 2015 through June 30, 2016	X	Special Ed.	\$10,000	\$10,000
96.	Michael A. Perry	Will provide staff with training in de-escalating aggressive behavior and bullying and violence/trauma prevention/intervention.	July 1, 2015 through June 30, 2016	X	Mental Health Special Ed.	\$20,000	\$20,000
97.	Cindy Cottier dba Augmentative Communication Therapies	Will provide an Augmentative Alternative Communication Evaluation/Independent Educational Evaluation for a special education student.	July 1, 2015 through June 30, 2016	X	Special Ed.	\$5,000	\$5,000
98.	TCG Leadership Development Corporation dba The Cosca Group	In sensitive IEP meetings, will support parents with understanding IEP processes when students have complex multiple needs.	July 1, 2015 through June 30, 2016	X	Special Ed.	\$10,000	\$5,000
99.	Kimberley Palmiotto	Will provide a neuro-educational assessment to a special education student.	July 1, 2015 through June 30, 2016	X	Special Ed.	\$3,500	\$3,500



**2015-16 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES**  
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NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	2014-15	2015-16 MAXIMUM NOT TO EXCEED
100	Matthew Williams Enterprises, LLC	Will provide Braille transcription for special education.	July 1, 2015 through June 30, 2016	X	Special Ed.	\$14,000	\$14,000
101	Natasha Adamo	Will provide an independent educational evaluation in psychological/educational areas for a special education student.	July 1, 2015 through June 30, 2016	X	Special Ed.	\$4,000	\$4,000
102	Scott W. Larson, Ph.D.	Will provide an independent educational evaluation for a special education student.	July 1, 2015 through June 30, 2016	X	Special Ed.	\$3,000	\$3,000
103	Stepping Stones Therapy, Inc.	Will provide an independent educational evaluation in the area of speech and language for a special education student.	July 1, 2015 through June 30, 2016	X	Special Ed.	\$3,600	\$3,600

**2015-16 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES**  
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NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	2014-15	2015-16 MAXIMUM NOT TO EXCEED
104	Fitness 19 CA 202 LLC	Will provide fitness gym membership accounts and access to facilities to Adult Transition students.	July 1, 2015 through June 30, 2016	X	Special Ed.	\$1,950.00	\$1,950
105	CareerStaff Unlimited, Inc. dba ProCare One Nurses	Will provide Registered Nurses (RNs) and Licensed Vocational Nurses (LVNs) services to ensure all students' medical needs are met, including infants who are in respite care, in accordance with their Individualized Family Service Plans (IFSPs).	July 1, 2015 through June 30, 2016	X	Special Education/ PSS	\$64,000.00	\$66,000
106	Anne Delfosse	Will provide training for speech pathologists on best practices to assist students in accessing the grade level standards.	July 1, 2015 through June 30, 2016	X	Special Ed.	\$800.00	\$800
107	Progressus Therapy, LLC.	Will provide Speech-Language Therapy Services for students.	July 1, 2015 through June 30, 2016	X	Special Ed.	\$44,268.00	\$44,268
108	Sula Goldenberg	Will provide mental health counseling for students.	July 1, 2015 through June 30, 2016	X	Special Ed.	\$42,000.00	\$43,200

**2015-16 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES**  
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NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	2014-15	2015-16 MAXIMUM NOT TO EXCEED
109	Jena Reynolds	Will provide mental health counseling for students.	July 1, 2015 through June 30, 2016	X	Mental Health	\$29,160.00	\$73,440
110	Tara Lowe	Will provide mental health counseling for students.	July 1, 2015 through June 30, 2016	X	Mental Health	\$28,350.00	\$54,000
111	Abby Rozenberg	Will provide Independent Educational Evaluations in the area of speech and language for special education students.	July 1, 2015 through June 30, 2016	X	Special Ed.	\$4,000.00	\$4,000
112	Jarice Butterfield	Will provide training in new reclassification procedures for students with disabilities.	July 1, 2015 through June 30, 2016	X	Mental Health	\$750.00	\$1,000
113	Dr. Robin Morris	Will provide psycho-educational independent educational evaluations for special education students.	July 1, 2015 Through June 30, 2016	X	Special Ed.	\$3,600.00	\$4,000

**2015-16 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES**  
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NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	2014-15	2015-16 MAXIMUM NOT TO EXCEED
114	Act Home Healthcare	Will provide nursing services to students at no cost to the District.	July 1, 2015 through June 30, 2016	X	N/A	No Cost to the District	No Cost to the District
115	Exceptional Home Healthcare	Will provide nursing services to students at no cost to the District.	July 1, 2015 through June 30, 2016	X	N/A	No Cost to the District	No Cost to the District
116	Maxim Healthcare Services, Inc.	Will provide nursing services to students at no cost to the District.	July 1, 2015 through June 30, 2016	X	N/A	No Cost to the District	No Cost to the District
117	Premier Healthcare Agency	Will provide nursing services to students at no cost to the District.	July 1, 2015 through June 30, 2016	X	N/A	No Cost to the District	No Cost to the District
118	Royal Healthcare Agency	Will provide nursing services to students at no cost to the District.	July 1, 2015 through June 30, 2016	X	N/A	No Cost to the District	No Cost to the District

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **University of California, Irvine Math Project** 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;

1. NOW, THEREFORE, the parties agree as follows: **Consultant will provide professional development for teachers involved in Common Core Math, review units of study, and provide classroom coaching.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to his AGREEMENT at total fee not to exceed **\$74,520**. 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:

**University of California, Irvine Math Project  
439 Social Science Tower  
Irvine, CA 92697-2505**

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 **1<sup>st</sup> day of July, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed.D.

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

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

Deputy Superintendent, Operations, CBO

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

May 26, 2015

\_\_\_\_\_  
Board Approval Date

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

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Silicon Valley Mathematics Initiative, 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;

1. NOW, THEREFORE, the parties agree as follows: **Consultant will provide services to assist the District in preparing the School Accountability Report Cards (SARC) via a web-based application that will customize and pre-populate online templates to produce school and District reports to comply with State and Federal regulations.**

2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to his AGREEMENT at total fee not to exceed **\$190,000**. 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:**

**Silicon Valley Mathematics Initiative, LLC  
17485 Monterey Park, Ste. 205  
Morgan Hill, CA 95037**

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 **1<sup>st</sup> day of July, 2015**.

DISTRICT:

CONSULTANT:

By:

\_\_\_\_\_

Signature

Stefanie P. Phillips, Ed.D.

\_\_\_\_\_

Printed Name

Deputy Superintendent, Operations, CBO

\_\_\_\_\_

Title

May 26, 2015

\_\_\_\_\_

Board Approval Date

By:

\_\_\_\_\_

Signature

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

\_\_\_\_\_

Social Security or Taxpayer Identification





## LICENSING AGREEMENT

This Agreement effective **July 1, 2015**, is made and entered into by **Santa Ana Unified School District** as Licensee and Document Tracking Services (DTS) as Licensor each a "Party" and collectively the "Parties".

Licensee desires that DTS provide a license to use DTS proprietary web-based application in accordance with the following provisions:

- A. License. DTS hereby grants to Licensee a non-exclusive license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit **A** of this agreement.
  - (i) DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.
  - (ii) Licensee retains all rights, title and interest in the documents as described in Exhibit **A** of this agreement.
- B. Internet Areas. All parties including third party licensees shall not be permitted to establish any "pointers" or links between the Online Area and any other area on or outside of the DTS login without the prior written approval.
- C. Term of License. The term of the Agreement is for **one (1) year** from the effective date (as noted in paragraph one) of the license agreement.
- D. Personnel. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.
- E. Content. DTS will be solely responsible for loading the content supplied by Licensee into DTS secure server and provide complete access to Licensee and its representatives.
- F. Security of Data. DTS at all times will have complete security of Licensee documents on dedicated servers that only authorized DTS personnel will have access to; all login by DTS authorized will be stored and saved as to time of log-in and log-out.
  - (i) Licensee may request DTS to only store Licensee documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.
- G. Management of Database. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the Secure Login of DTS.
- H. Customer License. DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.
- I. License Fee. Licensee shall pay a fee of **\$12,470**.



- J. Document Set Up Fee. The one-time set up fee for documents as described in Exhibit A and made a part of this Agreement is **\$0**.
- K. Payment Terms. Licensee shall pay the annual licensing fee upon execution of the Agreement between parties and the electronic submittal of the invoice to Licensee.
- L. Number of Documents. The maximum number of documents per school district is limited to **five (5)**.
- M. Warranty. Licensee represents and warrants that all information provided to DTS, including but not limited to narratives, editorials, information regarding schools, is owned by Licensee and Licensee has the right to use and allow use by DTS as called for hereunder and that no copyrights, trademark rights or intellectual property rights of any nature of any third party will be infringed by the intended use thereof. In the event any claim is brought against DTS based on an alleged violation of the rights warranted herein, Licensee agrees to indemnify and hold DTS harmless from all such claims, including attorney fees and costs incurred by DTS in defending such claims.
- N. Definitions.
  - (i) Document. A document is defined as **a)** a specific template provided by CDE or; **b)** any specific word document or forms that have different fields or school references such as elementary, middle or high schools\* submitted by District or CDE; or **c)** individual inserts submitted by District or CDE that are integrated into existing documents or are offered as supplemental and/or addendums to other report documents.
    - \* Licensee submits a SPSA template for their elementary, middle and high schools, which is counted as three (3) separate documents.
  - (ii) Customized Documents. Any document that is not a standard CDE template is considered a custom document and as such may be subject to additional setup fees; DTS shall provide an estimated cost of these additional fees prior to the execution of this agreement.
- O. Document Setup Fee. DTS will charge a one-time setup fee of \$200 per standard document up to a maximum of \$850 for customized documents.
- P. Additional Fees. Licensee shall pay additional fees if Licensee exceeds the number of documents as described in section L of this agreement. The fee for each additional document is \$39 per document times the number of schools in the district. The fee shall be payable within thirty (30) days from DTS invoice.



Q. Additional Services. DTS will provide Spanish translation services for fifty-eight (57) 2015 School Accountability Report Cards published during the 2015-16 school-year.

Creation of SARCs, with translations, will be completed by January 1, 2016 for the February 1 California deadline, provided that all school and district updates are complete, and DTS is notified by December 1, 2015.

One (1) business day will be added to the aforementioned deadline for every one (1) day delay of notification of completion to DTS.

The Parties hereto have executed this Agreement as of the Effective Date.

Document Tracking Services, LLC

By: Aaron Tarazon, Director  
Document Tracking Services  
10225 Barnes Canyon Road, Suite A200  
San Diego, CA 92121  
858-784-0967 - Phone  
858-587-4640 - Corporate Fax

Date: April 13, 2015

Licensee

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

Date: \_\_\_\_\_

Santa Ana Unified School District



### **Exhibit A**

The following are standard documents to be used in conjunction with the license.

1. 2015 School Accountability Report Card, English (Custom Template)
2. 2015 School Accountability Report Card, Spanish (Custom Template)
3. 2015 Comprehensive School Safety Plan, English (Custom Template)
4. 2015 Single Plan for Student Achievement, English (Custom Template)



April 13, 2015

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

Re: Document Tracking Services

## **INVOICE #6667014**

Pursuant to the licensing agreement between Santa Ana Unified School District and Document Tracking Services (DTS):

### **Document Tracking Services**

Document Tracking Services [7/1/15 to 6/30/16]: \$12,470  
57 schools and District Personnel = 58 sites  
License Agreement includes up to 5 documents

### **Translation Services**

2015 Spanish School Accountability Report Card \$9,975  
\$175/document x 57 School Accountability Report Cards  
2014 Vietnamese School Accountability Report Card \$1,200  
\$300/document x 4 School Accountability Report Cards  
**Total Balance Due: \$23,645**

**Please Make Checks Payable To: Document Tracking Services**

### **Send to:**

Aaron Tarazon, Director  
Document Tracking Services  
10225 Barnes Canyon Road, Suite A200  
San Diego, CA 92121  
858-784-0967 - Phone  
858-587-4640 - Corporate Fax

---

Approved Per Payment (Signature)

---

Name/Role (Printed)



# Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Eagle Software** 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: **Professional services and support of Aeries Student Information System training to staff and direct training in subject areas, such as Master Schedule, that require a high level of expertise and experience, on an “as needed” basis.**

2. Term. CONSULTANT shall commence providing services under this AGREEMENT **on July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to his AGREEMENT at total fee not to exceed **\$ 10,000**.

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: **All Travel Expenses (not to exceed \$250.00 per day)**

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  
714-480-4702

CONSULTANT:

Eagle Software  
1065 N. Pacific Center Drive, Ste. 400  
Anaheim, CA 92806  
888-487-7555

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 **1<sup>st</sup> day of July 2015.**

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed.D.

Brent Lloyd

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

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

Deputy Superintendent, Operations, CBO

Vice President

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

May 12, 2015

33-0427993

\_\_\_\_\_  
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:

Training Support (per day):	\$1,200.00
Travel Expenses (per day):	\$ 250.00

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **California School Management Group, 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;

1. NOW, THEREFORE, the parties agree as follows: **Consultant will provide professional services for E-Rate projects, to deliver end-to-end solutions, to ensure FCC compliance and maximum funding for the District’s E-Rate program; as well as preparation of all FCC documentation, main point of contact, prepare and present applicable audit documentation, and advise on any FCC appeals, on an “as needed” basis.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT **on July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to his AGREEMENT at total fee not to exceed **\$85,000**. 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.)**

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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:

**California School Management Group, Inc.  
3333 P.O. Box 4408  
El Dorado Hills, CA 95762**

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 **1<sup>st</sup> day of July, 2015**.

DISTRICT:

CONSULTANT:

By:

\_\_\_\_\_  
Signature

By:

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed.D.

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

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

Deputy Superintendent, Operations, CBO

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

May 26, 2015

\_\_\_\_\_  
Board Approval Date

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

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **DT-Comp, 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;

1. NOW, THEREFORE, the parties agree as follows: **Consultant will provide professional services to support and maintain mission critical applications, including Active Directory/Exchange E-mail server, security, network analysis, disaster recovery, and forensic discovery, etc., on an “as needed” basis at a rate of \$145 per hour.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to his AGREEMENT at total fee not to exceed **\$58,000**. 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:**

**DT-Comp, Inc.  
1287 Western Ave., Suite G  
Garden Grove, CA 92841**

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 **1<sup>st</sup> day of July, 2015**.

DISTRICT:

CONSULTANT:

By:

\_\_\_\_\_

Signature

Stefanie P. Phillips, Ed.D.

\_\_\_\_\_

Printed Name

Deputy Superintendent, Operations, CBO

\_\_\_\_\_

Title

May 26, 2015

\_\_\_\_\_

Board Approval Date

By:

\_\_\_\_\_

Signature

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

\_\_\_\_\_

Social Security or Taxpayer Identification



## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Education Pioneers, 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: **Consultant will continue to provide Analyst Fellows with strong analytical, project management, and communication skills for the application of analytics in an educational environment. Up to five Analyst Fellows.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to his AGREEMENT at total fee not to exceed **\$76,500**.

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**  
**714-480-4702**

CONSULTANT:

**Education Pioneers, Inc.**  
**617 S. Olive Street, Suite 1100**  
**Los Angeles, CA 90014**  
**310-743-9064**

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 **1<sup>st</sup> Day of July 2015**.

DISTRICT:CONSULTANT:

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

Signature

Stefanie P. Phillips, Ed.D.,

Printed Name

Deputy Superintendent, Operations, CBO

Title

May 26, 2015

Board Approval Date

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

Signature

Celia Garcia Alvarado

Printed Name

Executive Director – Western Region

Title

77-0602311

Social Security or Taxpayer Identification

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Gray Miller Persh, LLP** 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: **Will provide services on Education Broadband Services regulatory and lease matters. Gray Miller Persh, LLP (formerly known as Dow Lohnes PLLC) has a long standing relationship with the District working in this area.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to his AGREEMENT at total fee not to exceed **\$2,500**.  
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**  
**714-480-4702**

CONSULTANT:

**Gray Miller Persh, LLP**  
**1200 New Hampshire Ave., NW, Ste. 800**  
**Washington, DC 20036-6802**  
**202-776-2571**

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 **1<sup>st</sup> Day of July 2015**.

DISTRICT:CONSULTANT:

By:

\_\_\_\_\_  
 Signature

By:

\_\_\_\_\_  
 Signature

Stephanie P. Phillips, Ed.D.

Todd D. Gray

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

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

Deputy Superintendent, Operations

Partner

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Title

May 26, 2015

46-4381194

\_\_\_\_\_  
 Board Approval Date

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

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as "DISTRICT" and **Padres Unidos** 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: **Will provide bi-weekly three-hour classes, for five weeks during summer, that incorporate in-class school readiness strategies for entering kindergarten students, and parenting/skills training for parents and caregivers. These two components are delivered simultaneously in separate classrooms, one for the parents and one for the children, both facilitated by trained staff and volunteers at Garfield Elementary.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **7/1/2015** and will diligently perform as required and complete performance by **8/31/2015**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$3554**.  
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 Ave.  
Santa Ana, CA 92701**

CONSULTANT:

**Padres Unidos  
708 N. Garfield St.  
Santa Ana, CA 92701**

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 13<sup>th</sup> **Day of May 2015.**

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Stefanie P. Phillips, Ed. D.

\_\_\_\_\_  
Patricia Huerta Perales

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

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

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

\_\_\_\_\_  
CEO / Founder, Padres Unidos

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
5/12/2015

\_\_\_\_\_  
45-2443746

\_\_\_\_\_  
Board Approval Date

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



# PADRES UNIDOS

714-616-8423

[www.ocpu.org](http://www.ocpu.org)

[information@ocpu.org](mailto:information@ocpu.org)

708 N. Garfield St. Santa Ana, CA 92701

## James A. Garfield Elementary School and Padres Unidos SUMMER 2015

In Connection with Padres Unidos entering into a Memorandum of Understanding with Santa Ana Unified School District ("SAUSD") for school year 2015-2016, and in compliance to the board and the superintendent regulations, following is the description of services Padres Unidos will provide to Garfield Elementary School:

### I. Costs and Funding

The cost to Garfield/SAUSD of the program described below will be \$3,554.00 The price includes a 35% subsidy Rate donated by Padres Unidos. The cost corresponds to the SAUSD Pricing sheet for 2015/2016. The selected program will consist of the following components.

### II. Services/Program Description

#### Summer-School Readiness Module

This Educational Module has two key elements that run concurrently and are meant to address both the need for parent's active involvement in their children education as well as the academic, social and emotional learning required to be successful in school

- A. School Readiness. Two weeks of outreach. Evidence based bi-weekly three-hour classes, for five weeks during the summer. The instruction incorporates school readiness strategies for registered entering kindergarten school cohort.
  - i. Socio-emotional Learning: Children learn to separate from parents, follow instructions, work individually and in groups, learn routines and appropriate social interactions. Our open-ended educational art toys and activities enable children to work independently, build self-confidence, self-esteem, and self-reliance. Development of interest for learning is a landmark of our program.
  - ii. Academic Learning: Padres Unidos activities include early literacy, pre-writing, math, science, art, and music to prepare students for kindergarten success. Our program aligns the aspects of the DRDP (Desire Results Developmental Profile) goals in our curriculum.

\*All of our child educators attended a two year program at Chapman University

B. "Parents as Teachers" Evidence based bi-weekly 3 hour parent support classes, for five weeks during the summer. Parents are engaged in a didactic learning/support experience to acquire and strength their parenting skills, resilience and knowledge for the first half of the time. During the second half of the time parents learn the strategies and academic concepts to teach their children at home for school readiness.

\*All our parent educators attended a two year program at Chapman University

C. "Structure Play with learning Purposes Child-Care" This component includes a developmentally sensitive array of games and activities to stimulate growth for siblings of our attending school readiness students. Referrals and assessment is available for identified students.

D. Child supervision will be provided to elementary school age siblings of our attending school readiness students.

### III. Targeted Population:

- i. Registered entering Kindergarten Students. Ratio 8:1. Preference will be given to those students who do not have previous formal school experience. The number of students will be determined individually by the existent population that falls into the category of not having previous formal school experience in each site.
- ii. Attendance of an accompanying adult is mandatory.
- iii. Child Care provided to support and strengthen attendance for school readiness parents/accompanying adult

PACIFIC UNION SUMMER TENTATIVE 2007 SCHOOL YEAR			
	<i>School</i>	<i>Total Cost to School</i>	<i>Module</i>
1	Edison	\$ 3,554.00	<u>Basic Program</u> ➤ School Readiness ➤ Parents as Teachers ➤ Child Care Structured Play with Learning Purposes
2	Fremont	\$ 3,554.00	<u>Basic Program</u> ➤ School Readiness ➤ Parents as Teachers ➤ Child Care Structured Play with Learning Purposes
3	Garfield	\$ 3,554.00	<u>Basic Program</u> ➤ School Readiness ➤ Parents as Teachers ➤ Child Care Structured Play with Learning Purposes
4	Glenn Martin	\$ 3,554.00	<u>Basic Program</u> ➤ School Readiness ➤ Parents as Teachers ➤ Child Care Structured Play with Learning Purposes
5	Jefferson	\$ 3,554.00	<u>Basic Program</u> ➤ School Readiness ➤ Parents as Teachers ➤ Child Care Structured Play with Learning Purposes
6	Lowell	\$ 3,554.00	<u>Basic Program</u> ➤ School Readiness ➤ Parents as Teachers ➤ Child Care Structured Play with Learning Purposes
7	Pio Pico	\$ 3,554.00	<u>Basic Program</u> ➤ School Readiness ➤ Parents as Teachers ➤ Child Care Structured Play with Learning Purposes
8	Walker	\$ 3,554.00	<u>Basic Program</u> ➤ School Readiness ➤ Parents as Teachers ➤ Child Care Structured Play with Learning Purposes
		\$28,432.00	





# PADRES UNIDOS

Successful Families Build Successful Communities

## Santa Ana Unified School District - Padres Unidos Proposed Pricing 2015/16 - (shown in yellow)

### Parents as Teachers/School Readiness

- 10 weeks classes/ 3 hrs. per week
- 2 to 4 wks Orientation/1 wk. Orientation and Testing/1 wk. Graduation
- 3.5 to 5 year olds Classes
- "First Teachers at Home" for Parents
- Childcare provided
- Community Worker 1 day per week

Hours	Cost	Subsidy Rate
Per School	Per School	75%
Direct Hours 1400	\$ 73,268	
Class Support Hours 110	\$ 1,828	
Total Hours 1510	\$ 25,096	\$ 18,822

### 2nd Day Educational Module/ Early Literacy Component

- 1.5 hour program once a week
- Two 12-week programs during school day
- Parents & children attend jointly, exchange reading activity bags, learn pre-reading activities to conduct at home

Hours	Cost
Per School	Per School
Direct Hours 540	\$ 8,375
Class Support Hours 25	\$ 416
Totals 565	\$ 9,390

### Transition 4th and 5th Parenting Module

- 2 hour program once a week
- 4th & 5th Grade Student Classes
- Two 12 week programs during evenings
- Childcare provided

Hours	Cost
Per School	Per School
Direct Hours 485	\$ 8,061
Class Support Hours 110	\$ 1,828
Totals 595	\$ 9,889

### Basic/Advanced Parenting Module

- 1.5 hour program once a week
- Two 12 week programs during school day
- Childcare provided

Hours	Cost
Per School	Per School
Direct Hours 350	\$ 5,817
Class Support Hours 110	\$ 1,828
Totals 460	\$ 7,645

### Community Worker - 30 Weeks

1 Day per Week Additional 30 weeks

Hours	Cost
Per School	Per School
Direct Hours 740	\$ 3,989

### Summer - School Readiness Module

- 3 hour program
- Twice a week for 5 weeks during day
- Evening Kindergarten & Parents together
- Childcare provided

Hours	Cost	Subsidy Rate
Per School	Per School	75%
Direct Hours 304	\$ 5,052	
Class Support Hours 25	\$ 416	
Totals 329	\$ 5,468	\$ 3,554

Compensation Hourly Cost:	Hourly Wage	Payroll Tax	Total Hourly
	\$14.50	\$2.12	\$16.62



## **MANDATED COST REIMBURSEMENT CONSULTING SERVICES AGREEMENT**

This agreement made and entered into July 1, 2015 by and between the **SANTA ANA UNIFIED SCHOOL DISTRICT**, hereinafter referred to as the "District" and **EDUCATIONAL CONSULTING SERVICES INC.**, hereinafter referred to as "ECS".

It is hereby mutually agreed that ECS will provide consulting services to the DISTRICT under the following terms and conditions:

NOW, THEREFORE, the parties hereto agree as follows:

1. ECS will provide the following services:

-Mandated cost services in the areas of data collection, report processing, staff training and time/activity form development.

-To represent the district in responding to desk or field audits conducted by the State Controller's Office as a result of claims filed by ECS. (ECS shall charge the hourly rate identified in Section 5 of this Agreement for representation of mandated claims not completed by ECS.)

-Meet with school sites administrators and/or support staff regarding submission/documentation of mandated costs data and provide personalized assistance as needed.

-Meet with district departments regarding submission/documentation of mandated costs data and provide personalized assistance as needed.

2. This Agreement shall commence on July 1, 2015 and shall continue in full force and effect until June 30, 2016 ("Initial Term"). Unless either party sends written notice to the other party at least 30 days prior to the end of the Initial Term or any subsequent term, this Agreement shall automatically renew for an additional year following the Initial Term, subject to the termination provisions herein.
3. The District will prepare and furnish to ECS upon request information and documentation that is necessary to the performance of this Agreement. It is the District's responsibility that all information and documentation provided for the preparation of the mandated claim reports are accurate.
4. The District shall pay ECS \$48,000 per year for the duration of this Agreement. Payments shall be made semi-annually and on the following pay schedule:

July 1, \$24,000

January 1, \$24,000

5. If new mandated cost claim programs are introduced during the period of this agreement, ECS will charge the following hourly rate for data collection and claim preparation. ECS will also charge the same hourly rates if asked to perform services outside the scope of this agreement.

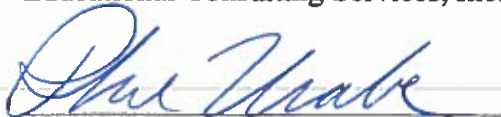
Principal	\$90.00 per hour
Management Consultant	\$75.00 per hour
Clerical	\$40.00 per hour

6. The District or ECS may terminate this Agreement with a written thirty-day notification from the Superintendent or designee. ECS shall be compensated for work completed up to the date of notification.
7. ECS agrees to and shall hold harmless and indemnify the agents, and employees from every claim or demand made and every liability or loss, damage, or expense of any nature whatsoever.
8. This Agreement is not assignable without written consent of the parties hereto.
9. ECS shall comply with all applicable federal, state, and local laws, rules and regulations, and ordinances including worker's compensation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

Educational Consulting Services, Inc.

Santa Ana Unified School District



Signature

Federal ID Number 33-0885056

Signature



## CONSULTING AND ADVOCACY AGREEMENT

This Agreement is entered into on July 1, 2015 by and between Santa Ana Unified School District ("Client") and Capitol Advisors Group, LLC ("Contractor"), a California limited liability company.

### RECITALS

WHEREAS, Contractor has experience and expertise in legislative consulting and advocacy, and in developing strategic partnerships, and is willing and able to perform services desired by Client; and

WHEREAS, Client desires legislative consulting and advocacy services, strategic counsel, and assistance in developing mutually beneficial partnerships.

NOW, THEREFORE, the parties agree as follows:

### AGREEMENT

1. Term of Agreement. The initial period of this Agreement shall be July 1, 2015 through June 30, 2016. At the end of this term the Agreement shall be automatically renewed annually unless terminated by either party pursuant to section 4 below. This Agreement may be modified (including modification of the scope of work and/or compensation) by the parties through mutual written agreement.
2. Description of Services. Contractor agrees to provide services to Client as identified in Exhibit A, "Description of Services," attached to this Agreement and incorporated by reference.
3. Compensation.
  - a. Compensation to Contractor shall be \$2,000 per month, paid on the first day of each month for the contract period.
  - b. Client also agrees to compensate Contractor for travel expenses associated with the performance of this Agreement, provided that such travel is requested and approved by Client.
4. Termination. Either party may terminate this Agreement, with or without cause, effective upon thirty (30) days prior written notice to the other party. In case of termination, the Client shall be liable for all fees described under section 3 above, including approved travel expenses, up to the termination date.
5. Independent Contractor. The parties agree that Contractor is an independent contractor. This Agreement shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, association or any other relationship except that of independent contractor.
6. Limitation on Liability; Indemnification.
  - a. IN NO EVENT SHALL CONTRACTOR'S LIABILITY TO CLIENT, FOR ANY REASON ARISING OUT OF THIS AGREEMENT, EXCEED THE AMOUNT OF THE COMPENSATION ACTUALLY RECEIVED BY CONTRACTOR UNDER THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

b. Each party shall defend, indemnify and hold harmless the other party, and all of its agents, directors, officers and employees from and against any and all claims, liabilities, losses, damages, judgments, costs and expenses and threats thereof (collectively, "Claims") arising out of or in connection with this Agreement, except that a party need not defend, indemnify and hold harmless the other party against Claims finally determined to have arisen solely from the other party's gross negligence or willful misconduct.

7. Notices to the Parties. All notices required or permitted under this Agreement shall be in writing and delivered by reliable and common methods as follows:

To Capitol Advisors Group, LLC:

Kevin Gordon, President  
925 L Street, Suite 1200  
Sacramento, California 95814  
916-557-9745  
kevin@capitoladvisors.org

To Santa Ana Unified School District:

Stefanie Phillips, CBO  
1601 East Chestnut Avenue  
Santa Ana, CA 92701  
714-558-5501  
Stefanie.phillips@sausd.us

8. Waiver. No failure to exercise and no delay in exercising any right, remedy, or power, under this Agreement or by law, shall operate as a waiver of such right, remedy or power.
9. Legal Costs. If any party to this Agreement shall take any action or proceeding to enforce this Agreement, the losing party shall pay to the prevailing party a reasonable sum for all fees, costs and expenses (including attorneys' fees) incurred in bringing such suit and/or enforcing any judgment granted.
10. Client Responsibility for Fair Political Practices Commission (FPPC) Reporting and Accounting Requirements. State law (the Political Reform Act, Government Code sections 81000 et, seq.) and regulations of the FPPC govern reporting and accounting requirements for lobbyists, lobbying firms and lobbyist employers. Contractor is a registered lobbying firm and complies with applicable FPPC requirements. Client is responsible for complying with its own reporting and accounting requirements, and payment of applicable fees, as required by the FPPC (including FPPC Regulations 18615 and 18616).
11. Governing Law. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.
12. Entire Agreement. The terms of this Agreement are intended by the parties to be in the final expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement. No change or waiver of any provision of this Agreement shall valid unless made in writing and executed in the same manner as this Agreement.

13. Severability. If any term or provision of this Agreement shall be found illegal or unenforceable, such term or provision shall be deemed stricken and the remaining elements of this Agreement shall remain in full force and effect.

This Agreement is duly executed as of the date written above:



Kevin R. Gordon  
Title: President  
Capitol Advisors Group, LLC

\_\_\_\_\_  
Stefanie Phillips  
CBO  
Santa Ana Unified School District

**EXHIBIT A**  
**Description of Services**

1. Provide legislative representation in the Capitol on behalf of Client during the term of this Agreement in coordination with the district's designated staff to carry out the legislative and governmental relations objectives of Client;
  2. Review and identify legislation, regulatory proposals or key issues of particular concern to Client;
  3. Provide legislative advice, strategy and counsel to Client;
  4. Attend appropriate meetings on behalf of Client.
-

## 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, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **\$25,000**. 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, 2015.**

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Stefanie P. Phillips, Ed.D., CBO

\_\_\_\_\_  
Lori Raineri

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

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

\_\_\_\_\_  
Deputy Superintendent, Operations

\_\_\_\_\_  
President, Government Financial Strategies, Inc.

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
May 26, 2015

\_\_\_\_\_  
95-4193488

\_\_\_\_\_  
Board Approval Date

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

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Joseph W. Rombold** 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. 1. Services to be provided by CONSULTANT: **Will provide assistance with statutory compliance related to the mandate reimbursement process and mandate block grant..**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$30,000**.  
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:**

**Joseph W. Rombold  
925 L Street, Suite 1200  
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 **1<sup>st</sup> day of July, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed.D.

Joseph W. Rombold

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

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

Deputy Superintendent, Operations

President

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

May 26, 2015

223-80-2474

\_\_\_\_\_  
Board Approval Date

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



## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Zarca Interactive, Inc., dba K-12 Insight** 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;

1. NOW, THEREFORE, the parties agree as follows: **Consultant will provide Local Control Accountability Plan support for community and parents surveys as well as ongoing communication tool between the community and the District with a web-based reporting dashboard.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT **on July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to his AGREEMENT at total fee not to exceed **\$83,700**. 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.

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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:**

**Zarca Interactive, Inc., dba K-12 Insight  
2291 Wood Oak Drive, Ste. 300  
Herndon, VA 20171**

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 **1<sup>st</sup> day of July, 2015**.

DISTRICT:

CONSULTANT:

By:

\_\_\_\_\_  
Signature

By:

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed.D.

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

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

Deputy Superintendent, Operations, CBO

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

May 26, 2015

\_\_\_\_\_  
Board Approval Date

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

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Laurel Adler 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. 1. Services to be provided by CONSULTANT: **Will provide services to review and analyze charter petitions against the specific related sections of the California Charter Law Requirements on-an-if-needed basis.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$18,000**.  
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:

**Laurel Adler LLC**  
**225 South Lake #300**  
**Pasadena, CA 91101**

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 **1<sup>st</sup> day of July, 2015**.

## DISTRICT:

## CONSULTANT:

By:

By:

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 Signature

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 Signature

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 Stefanie P. Phillips, Ed.D.

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 Laurel Adler

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 Printed Name

---

 Printed Name

---

 Deputy Superintendent, Operations

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 Consultant

---

 Title

---

 Title

---

 May 26, 2015

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 26-4174953

---

 Board Approval Date

---

 Social Security or Taxpayer Identification

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **School Services of California** 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. 1. Services to be provided by CONSULTANT: **Will provide professional services and advise in the area of Business Services.**

2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$15,000**.

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:

**School Services of California**  
**P.O. Box 15546**  
**Sacramento, CA 95852-1546**

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 **1<sup>st</sup> day of July, 2015**.

DISTRICT:CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed.D.

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

Deputy Superintendent, Operations

\_\_\_\_\_  
Title

Consultant

\_\_\_\_\_  
Title

May 26, 2015

\_\_\_\_\_  
Board Approval Date\_\_\_\_\_  
Social Security or Taxpayer Identification

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Strategic Education Services**, 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: **a) Monitor Budget issues which impact District. b) Monitor major legislative fiscal issues which may affect Client. c) Provide Client with periodic updates, to SAUSD superintendent or his designee, on relevant budget issues and major fiscal issues. d) Represent District on budget issues and major fiscal issues before appropriate legislative committees and with legislative members, the Governor’s Administration and legislative staff. e) Convening of weekly telephone conference calls to provide updates on activities in legislature, governor’s office, State Board, Department of Education and Department of Finance.**

2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at a total fee not to exceed **\$36,000**.

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: **The fee for services will cover all basic expenses incurred in Sacramento by the Consultant on behalf of the District. The District shall reimburse the Consultant for all District written approved travel expenses incurred by the Consultant for attendance of meetings outside the Sacramento area. In addition the District will be billed for the cost of printing, photocopying, faxes, postages, conference calls and publications.**

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 Ave.**  
**Santa Ana, CA 92701**

CONSULTANT:

**Strategic Education Services**  
**1130 K Street, Suite 250**  
**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, 2015**.

## DISTRICT:

## CONSULTANT:

By:

By:

Signature

Signature

Stefanie P. Phillips, Ed.D.

Dale F. Shimasaki

Printed Name

Printed Name

Deputy Superintendent, Operations

CEO

Title

Title

94-3317314

May 26, 2015

Board Approval Date

Social Security or Taxpayer Identification



This agreement made and entered into this 1st day of July 2014, between the Governing Board of the Santa Ana Unified School District, of Orange County, State of California, hereafter referred to as "The District" and VAVRINEK, TRINE, DAY & CO., LLP, Certified Public Accountants, hereafter referred to as "Auditors".

We understand the services we are to provide the District for the years ended June 30, 2015, 2016, and 2017. We will audit the financial statements of the District, as of and for the period beginning July 1, 2014 and ending June 30, 2017. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A) to accompany the District's basic financial statements. As part of our engagement, we will apply certain limited procedures to the District's RSI. These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter. Unless we encounter problems with the presentation of the RSI or with procedures relating to it, we will disclaim an opinion on it. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedule.
3. GASB Required Supplementary Information, Pension, OPEB, if applicable.

Supplementary information other than RSI, also accompanies the District's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and will provide an opinion on it in relation to the basic financial statements:

1. Schedule of Expenditures of Federal Awards, if applicable.
2. Schedules required by current *Standards and Procedures for Audits of California K-12 Local Educational Agencies*, issued by the Education Audit Appeals Panel.

The following additional information accompanying the basic financial statements will be subjected to the auditing procedures applied in our audit of the financial statements:

1. Combining Statements – Non-Major Governmental Funds.

## AUDIT OBJECTIVES

The objective of our audit is the expression of an opinion as to whether your basic financial statements are fairly presented, in all material respects, in conformity with United States generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the financial statements taken as a whole. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended for the information and use of the governing board, management, specific legislative or regulatory bodies, Federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with United States generally accepted auditing standards; the standards outlined in the *Standards and Procedures for Audits of California K-12 Local Educational Agencies* the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinion on the financial statements or the Single Audit compliance opinion is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

## MANAGEMENT RESPONSIBILITIES

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for monitoring ongoing activities, to help ensure that appropriate goals and objectives are met. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities (if applicable), the aggregate discretely presented component units (if applicable), each major fund, and the aggregate remaining fund information of the District and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for Federal award program compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of Federal awards, and related notes and for accepting full responsibility for such decisions. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of Federal awards, and related notes. Management is also responsible for preparation of the schedule of expenditures of Federal awards in accordance with the requirements of OMB Circular A-133. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and the schedule of expenditures of Federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of Federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate a qualified management-level individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them to be responsible and accountable for overseeing our services.

Management is responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities also include, identifying significant vendor relationships in which the vendor has the responsibility for program compliance and for the accuracy and completeness of that information. Management's responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review during the interim phase of our audit.

Management is responsible for establishment and maintenance of a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, and the timing and format related thereto.

### **AUDIT PROCEDURES - INTERNAL CONTROLS**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major Federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards, *Government Auditing Standards*, and OMB Circular A-133.

### **AUDIT PROCEDURES - COMPLIANCE**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of test of transactions and other applicable procedures described in the OMB Circular A-133 Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. The purpose of those procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

### **AUDIT ADMINISTRATION AND ACCESS TO WORKPAPERS**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will provide the appropriate number of copies of our reports to the District; however, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of Federal awards, summary schedule of prior audit findings, auditors' reports, and a corrective action plan) along with the Data Collection Form to the designated Federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits. At the conclusion of the engagement, we will assist management in submitting the reporting packages.

The audit documentation for this engagement is the property of the auditors and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the appropriate Cognizant or Oversight Agency for Audit or its designee, a Federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of the auditor. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release or for any additional period requested. If we are aware that a Federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Royce Townsend is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

### **AUDIT FEES**

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The fee listed below is based on anticipated cooperation from your personnel, the assumption that unexpected circumstances will not be encountered during the audit, no significant changes in reporting format and/or audit requirements or significant changes in the operations of the District.

If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fee. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

The maximum annual fee for auditing services under the terms of this contract shall not exceed \$80,000 for the year ended June 30, 2015, \$83,000 for the year ended June 30, 2016, and \$84,000 for the year ended June 30, 2017 for personal services, with the exception that any additional auditing services provided for (1) any changes in District reporting format, i.e., GASB requirements and/or audit requirements, issued by the Education Audit Appeals Panel, Federal Agencies, American Institute of Certified Public Accountants, or Governmental Accounting Standards Board, (2) any changes in the number of funds or accounts maintained by the District during the period under this contract, and (3) any Federal Program and State Special Projects/compliance issues shall be in addition to the above maximum fee for personal services.

The final installment will represent the 10% withheld amount pursuant to Education code 14505 and will be presented for payment upon certification by the Controller that the audit report conforms to the reporting provisions of the Audit Guide. All billings for additional audit fees or services will be billed as these services are provided. In accordance with Education Code Section 14505 (b), the District shall withhold fifty percent (50%) of the audit fee for any subsequent year of multi-year contract if the prior year's audit report was not certified as conforming to reporting provisions of the audit guide. This contract shall be null and void if a firm or individual is declared ineligible pursuant to subdivision (c) of Section 41020.5. The withheld amount shall not be payable unless payment is ordered by the State Board of Accountancy or the audit report for that subsequent year is certified by the controller as conforming to reporting provisions of the audit guide.

### COMPENSATION

All personal services performed by the Auditors shall be reimbursed at the following hourly rates:

Partner/Principal	\$ 200
Manager	150
Supervisor	135
Senior in Charge	105
Staff Accountant	90
Paraprofessional	60

In addition to such payment for personal services, the Auditors shall be reimbursed for such travel as may be necessary, with mileage computed at the approved Internal Revenue Service rate per mile.



If a dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation. The costs of any mediation proceedings shall be shared equally by all parties. The District and Auditors both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the rules of the American Arbitration Association. Such arbitration will be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF DISPUTE OVER FEES, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

### **ANNUAL REPORT - FORM AND CONTENT, DELIVERY**

The form and content of the annual audit shall be in conformity, to the extent practicable, with such form and content as may be prescribed by the State of California under Section 41020 of the Education Code, including the required compliance audit provisions of Circular A-133, *Audits of State of Local Governments*, issued by the U.S. Office of Management and Budget, as issued pursuant to the Single Audit Act Amendments of 1996.

The audit shall be completed and the audit report shall be delivered in accordance with time requirements as specified in the *Standards and Procedures for Audits of California K-12 Local Educational Agencies*, issued by Educational Audit Appeals Panel, unless delayed by circumstances beyond the control of the Auditors. Twelve (12) bound copies and electronic (pdf) copy of the audit report shall be rendered to the District, in addition to the copies required to be filed with the applicable governmental units. Copies in excess of the contract amount will be billed at \$15.00 each.

*Government Auditing Standards* require that we provide you with a copy of our most recent quality control review report. Our peer review report, for the year ended December 2011, accompanies this letter.

We appreciate the opportunity to be of service to the Santa Ana Unified School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. This contract will continue in effect until cancelled by either party.

### **ANNUAL TAX RETURN PREPARATION**

We will prepare the Exempt Organization Tax Form 990 and the corresponding State Returns – Form 199 from information you furnish to us and we may process them with an outside computer service. We will not audit or otherwise verify the data you submit, although, we may ask you to clarify some of the information. We estimate the fees for these services to be \$1,000 for the informational returns.

It is your responsibility, to maintain in your records, the documentation necessary to support the data used in preparing your tax returns, including but not limited to the auto, travel, entertainment, and related expenses and the required documents to support charitable contributions. If you have questions as to the type of records required, please ask us for advice in that regard. It is also your responsibility to carefully examine and approve your completed tax returns before signing and mailing them to the tax authorities. We are not responsible for the disallowance neither of doubtful deductions or inadequately supported documentation nor for resulting taxes, penalties, and interest.

It is your responsibility to provide us with all the information required for preparing complete and accurate returns. You should retain all the documents, canceled checks, and other data that form the basis of income and deductions. These may be necessary to prove the accuracy and completeness of the returns to a taxing authority.

We must receive all audit and tax information to prepare your return (as detailed above) no later than October 20. If, for some unforeseen reason, your data is not complete at that time, please submit whatever is ready. Be aware that if you submit your data later, it may be necessary to apply for an extension to file these returns. Ultimately, you may be subjected to late penalties on your tax returns and underpayment of estimated tax penalties for your tax, returns because of this delay.

We are responsible for preparing only the returns listed above. Our fee does not include responding to inquiries or examination by taxing authorities. However, we are available to represent you and our fees for such services are at our standard rates and would be covered under. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of such government tax examinations, we will be available upon request to represent you and will render additional invoices for the time and expenses incurred. Fees and services will be communicated in a separate engagement letter.

We will use our professional judgment to resolve questions in your favor where a tax law is unclear if there is a reasonable justification for doing so. Whenever we are aware that a possible applicable tax law is unclear or that there are conflicting interpretations of the law by authorities (e.g., tax agencies and courts), we will explain the possible positions that may be taken on your return. We will follow whatever position you request on your return so long as it is consistent with the codes and regulations and interpretations that have been promulgated. If the IRS should later contest the position taken, there may be an assessment of additional tax plus interest and penalties. We assume no liability for such additional penalties, interest, or assessments. Additional services will be subject to arrangements made in writing at the time requested.

As your CPA, we collect information provided by you from your tax information, worksheets, documents, and will develop as part of this engagement. We are required to keep all information about our engagement confidential, so we will not disclose any information about you unless we have your approval or are required/permitted by law. This applies even if you are no longer a client. As your CPA, we are committed to the safekeeping of your confidential information and we maintain physical, electronic, and procedural safeguards to protect your information. Federal law has extended the attorney-client privilege to some, but not all, communications between a client and the client's CPA. The privilege applies only to non-criminal tax matters that are before the IRS or brought by or against the U.S. Government in a Federal court. The communications must be made in connection with tax advice. Communications solely concerning the preparation of a tax return will not be privileged.

In addition, your confidentiality privilege can be inadvertently waived if you discuss the contents of any privileged communication with a third party, such as a lending institution, a friend, or a business associate. We recommend that you contact us before releasing any privileged information to a third party.

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It is our firm's policy to retain copies of your tax returns for seven years, after which they will be destroyed. However, we do not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

By your signature below, you acknowledge and agree that upon the expiration of the seven year period Vavrinek, Trine, Day & Co., LLP shall be free to destroy our records related to this engagement.

WORKERS' COMPENSATION

VAVRINEK, TRINE, DAY & CO., LLP is aware of the provisions of Section 3700 of the Labor Code that requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. VAVRINEK, TRINE, DAY & CO., LLP is in compliance with such provisions.

NON LICENSEE OWNERS

VAVRINEK, TRINE, DAY & CO., LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business and Professions Code. It may be anticipated that the non licensee owners will be performing limited audit services for the agency.

GOVERNING BOARD OF  
SANTA ANA UNIFIED SCHOOL DISTRICT

By



Stefanie P. Phillips, Ed.D., Deputy Supt.,  
Operations

VAVRINEK, TRINE, DAY & CO., LLP

By



Partner

Federal Identification Number: 95-6002823

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Alliant Insurance Services** 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: **Will provide services related to the District Health Benefits and guidance on Health Care Reform as it relates to medical and dental plan.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$193,000**. 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:

**Alliant Insurance Services**  
**1301 Dove Street, Suite 200**  
**Newport Beach, CA 92660**

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, 2015.**

DISTRICT:

CONSULTANT:

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

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

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

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

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

\_\_\_\_\_  
 Title

05/26/2015  
 \_\_\_\_\_  
 Board Approval Date

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

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Barney & Barney** 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: **Will provide Health Benefits services for the Santa Educators Association (SAEA) and California School Employees Association (CSEA).**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$55,000**. 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:

**Barney & Barney**  
**P.O. Box 85638**  
**San Diego, CA 92186-5638**

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, 2015.**

DISTRICT:

CONSULTANT:

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

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

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

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

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

\_\_\_\_\_  
 Title

05/26/2015  
 \_\_\_\_\_  
 Board Approval Date

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



## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Premier Food Safety**, 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: **Will provide services for ServServe Food Manager Certification classes and exams for staff development purposes to Food Services Employees in area of Food Safety. Upon successful completion of the course staff will possess a five year nationally recognized Food Manager certificate.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **July 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$7,000**. 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:

CONSULTANT:

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

Premier Food Safety  
 1532 W. Commonwealth Ave., Suite A  
 Fullerton, CA 92833

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, 2015.**

DISTRICT:

CONSULTANT:

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

Signature

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

Signature

Stefanie P. Phillips, Ed.D.

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

Deputy Superintendent, Operations, CBO

\_\_\_\_\_  
Title\_\_\_\_\_  
Title

05/26/2015

\_\_\_\_\_  
Board Approval Date\_\_\_\_\_  
Social Security or Taxpayer Identification

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Square (1) Design**, 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: **Will provide design services for kitchen upgrades for submittal to California Department of Education approval.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **July 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$250,000**. 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:

Square (1) Design  
 10451 Samoa Drive  
 Huntington Beach, CA 92646

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, 2015.**

## DISTRICT:

## CONSULTANT:

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

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

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

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

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

\_\_\_\_\_  
 Title

05/26/2015  
 \_\_\_\_\_  
 Board Approval Date

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

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **R&D Transportation Services, 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: **Will provide transportation, planning, and routing and scheduling, services reporting and call center services for student home to school transportation.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **July 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$235,000**. 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:

**R&D Transportation Services, Inc.  
3036 Adolfor Rd.  
Camarillo, CA 93012**

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, 2015.**

DISTRICT:

CONSULTANT:

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

Stefanie P. Phillips, Ed.D.

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

Deputy Superintendent, Operations, CBO

\_\_\_\_\_  
Title

05/26/2015

\_\_\_\_\_  
Board Approval Date

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

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

\_\_\_\_\_  
Title

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

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **AON Global Risk Consulting**, 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: **Will provide actuarial study of Workers’ Compensation Program as of June 30, 2014.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **July 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$5,000**. 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:

AON Global Risk Consulting  
100 Bayview Circle  
Newport Beach, CA 92660

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, 2015.**

DISTRICT:

CONSULTANT:

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

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

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

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

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

\_\_\_\_\_  
Title

05/26/2015  
\_\_\_\_\_  
Board Approval Date

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



## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Dr. Greg Sancier**, 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: **Will provide Crisis Intervention Team/Mental Health training to Police Officers, First Responders and staff to include stress management strategies and conflict resolution and mediation.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **July 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$20,000**. 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. Greg Sancier  
 4941 Roundtree Drive  
 Campbell, CA 95008

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, 2015.**

## DISTRICT:

## CONSULTANT:

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

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

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

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

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

\_\_\_\_\_  
 Title

05/26/2015  
 \_\_\_\_\_  
 Board Approval Date

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

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Global Community College, 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: **Will conduct Emergency Operations training and Incident Command Training for District staff; assist in development of school site Emergency Operations Plans; review District drills and conduct school site audits as necessary for 2014-15. Develop and Implement a TEEN Cert Program.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **July 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$10,000**. 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:

Global Community College, Inc.  
232 South Orchard Avenue  
Ukiah, CA 95482

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, 2015.**

DISTRICT:

CONSULTANT:

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

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

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

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

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

\_\_\_\_\_  
Title

05/26/2015  
\_\_\_\_\_  
Board Approval Date

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

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Dr. Manny Tau/Baron Center**, 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: **Will provide services related to workplace violence and threat management and training to include skill development, behavioral interventions, and threat assessments.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **July 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$35,000**. 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. Manny Tau/Baron Center  
300 S. El Camino Real, Suite 218  
San Clemente, CA 92672

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, 2015.**

DISTRICT:

CONSULTANT:

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

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

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

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

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

\_\_\_\_\_  
Title

05/26/2015  
\_\_\_\_\_  
Board Approval Date

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

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Total Compensation Systems, 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: **Will provide GASB 45 Actuarial Study of Post-Employment Benefits as of June 30, 2014.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **July 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$8,500**. 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:

Total Compensation Systems, Inc.  
5655 Lindero Canyon Road, #223  
Westlake Village, CA 91362

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, 2015.**

DISTRICT:

CONSULTANT:

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

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

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

05/26/2015  
\_\_\_\_\_  
Board Approval Date

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

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

\_\_\_\_\_  
Title

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



## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Vision Star Media**, 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: **Will produce a series of emergency response training and operational videos highlighting specific District protocols for active shooter - run, hide, fight-scenarios.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **July 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$160,000**. 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:

Vision Star Media  
 17518 Von Karman Avenue  
 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 1st Day of July, 2015.**

## DISTRICT:

## CONSULTANT:

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

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

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

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

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

\_\_\_\_\_  
 Title

05/26/2015  
 \_\_\_\_\_  
 Board Approval Date

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

## 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 background investigations for the SAUSD Police Department.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016.**
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$15,000.** 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:

CONSULTANT:

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

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 **1st Day of July, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Signature

Stefanie P. Phillips, Ed.D.

Charlie Chavez

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

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

Deputy Superintendent, Operations, CBO

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Title

May 26, 2015

20-5065414

\_\_\_\_\_  
 Board Approval Date

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

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Lexipol, 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: **Provide Lexipol subscription services: policy manual updates, daily training bulletins, and additional online resources to SAUSD Police Department.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$4,450**. 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:

**Lexipol, LLC**  
**6B Liberty, Suite 200**  
**Aliso Viejo, CA 92656**

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 **1<sup>st</sup> Day of July, 2015**.

DISTRICT:CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature\_\_\_\_\_  
Signature\_\_\_\_\_  
Stefanie P. Phillips, Ed.D.,\_\_\_\_\_  
Printed Name\_\_\_\_\_  
Printed Name\_\_\_\_\_  
Deputy Superintendent, Operations\_\_\_\_\_  
Title\_\_\_\_\_  
Title\_\_\_\_\_  
May 26, 2015\_\_\_\_\_  
Board Approval Date\_\_\_\_\_  
Social Security or Taxpayer Identification

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **American Mechanical Plumbing Engineering, 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: **Mechanical, electrical and structural engineering design services at multiple school sites.**

2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to his AGREEMENT at total fee not to exceed **\$200,000**. 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:

**AMPE, Inc.**

**600 W. Broadway, Ste. 250**

**Glendale, CA 91204**

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 **1<sup>st</sup> Day of July, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed.D

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

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

Deputy Superintendent, Operations

\_\_\_\_\_  
Title

Consultant

\_\_\_\_\_  
Title

May 26, 2015

\_\_\_\_\_  
Board Approval Date

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



## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Associated Solis Engineering, 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: **Geotechnical engineering consulting services and lab testing services for multiple school sites.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to his AGREEMENT at total fee not to exceed **\$200,000**. 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:

**Associated Solis Engineering, Inc.  
2860 Walnut Avenue  
Signal Hill, CA 90755**

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 **1<sup>st</sup> Day of July, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed.D

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

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

Deputy Superintendent, Operations

\_\_\_\_\_  
Title

Consultant

\_\_\_\_\_  
Title

May 26, 2015

\_\_\_\_\_  
Board Approval Date

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

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Bainbridge Environment Consultants** 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: **Asbestos, lead paint, mold and/or other building related environmental issues for Measure G. Critically Overcrowded Schools (COS)., Overcrowded Relief Grant (ORG), Modernization (MOD) and Maintenance and Operations projects.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to his AGREEMENT at total fee not to exceed **\$90,000**. 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:

**Bainbridge Environment Consultants  
3814 E. La Palma Avenue  
Anaheim, CA 92807**

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 **1<sup>st</sup> Day of July, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed.D.

Henry Moreno

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

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

Deputy Superintendent, Operations

Principal/Program Manager

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

May 26, 2015

\_\_\_\_\_  
Board Approval Date

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

## **AGREEMENT FOR LABOR COMPLIANCE CONSULTANT SERVICES**

This AGREEMENT is made and entered into this **1st** day of **July** in the year **2015**, by and between SANTA ANA UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT", and **CS & ASSOCIATES, INC.**, hereinafter referred to as "CONSULTANT";

**WHEREAS**, Labor Code Section 1771.7 requires school districts that use funds derived from the Kindergarten-University Public Education Facilities Bond Act of 2002 or 2004 for a public works project to initiate and enforce, or contract with a third party to initiate and enforce, a labor compliance program;

**WHEREAS**, DISTRICT desires to obtain labor compliance consultant services for the following school construction/modernization projects deriving funds from the Kindergarten-University Public Education Facilities Bond Act of 2002 or 2004:

---

(hereinafter referred to collectively as "PROJECTS") located in the DISTRICT. The DISTRICT and CONSULTANT may upon mutual written agreement amend this AGREEMENT to change the number of PROJECTS or the scope of the CONSULTANT's work;

**WHEREAS**, CONSULTANT acknowledges that funds derived from the Kindergarten-University Public Education Facilities Bond Act of 2002 or 2004 is a condition precedent to the effectiveness of this AGREEMENT. If such is not received by the DISTRICT, this AGREEMENT is void except to the extent services have been rendered pursuant to DISTRICT Board authority;

**WHEREAS**, CONSULTANT represents it has the necessary personnel, professional qualifications, expertise and financial capability to provide such special consultant services in conformity with the laws of the State of California and as set forth in CONSULTANT's Proposal to the DISTRICT dated February 24, 2014; and

**WHEREAS**, the period during which services are provided under this AGREEMENT shall not exceed five years including all extensions in accordance with Education Code Section 17596 subject to the provisions set forth in Article VI

**NOW, THEREFORE**, the parties hereto agree as follows:

### **ARTICLE I- CONSULTANT'S RESPONSIBILITIES & SCOPE OF SERVICES**

1. CONSULTANT's services shall consist of those services performed by CONSULTANT, CONSULTANT'S employees and CONSULTANT as enumerated in this AGREEMENT.
2. CONSULTANT's services shall be performed in manner that is consistent with professional skill and care and the orderly progress of the work. CONSULTANT shall perform its services diligently, expeditiously and with adequate forces consistent with the requirements for the PROJECTS.

3. CONSULTANT, upon notice to proceed from the DISTRICT, shall provide labor compliance related services as required for the implementation, enforcement, management and operation of the CONSULTANT's Initial Approved Labor Compliance Program ("LCP"). A copy of the CONSULTANT's LCP is attached hereto as Attachment "A". CONSULTANT shall furnish and pay for all labor, materials, supervision, supplies and equipment necessary for the timely and efficient performance of such services.
4. CONSULTANT shall review the DISTRICT's Division "00" and "01" of its Project Specifications to ensure that the documents contain the appropriate language concerning the requirements of the Labor Code for the PROJECTS.
5. CONSULTANT shall coordinate and perform all services set forth in this AGREEMENT through the DISTRICT's Construction Manager. CONSULTANT shall carbon copy the Construction Manager on any communications with the DISTRICT. CONSULTANT shall conduct all Pre-Job Conferences.
6. CONSULTANT shall not subcontract or assign any services or responsibilities set forth in this AGREEMENT without the prior written consent and approval of the DISTRICT.
7. **PRE-JOB CONFERENCE /PRE-CONSTRUCTION MEETING**
  - a. After the award of the contract for the PROJECTS, and prior to the commencement of any work by the Contractor or its Subcontractors, CONSULTANT shall conduct all Pre-Job Conferences.
  - b. At the Pre-Job Conference, the CONSULTANT shall discuss and be prepared the answer questions regarding the state labor law requirements applicable to the PROJECTS, including, but not limited to the following: prevailing wage requirements, wage determinations, the respective record keeping responsibilities, the requirement for the submittal of certified payroll records to CONSULTANT, apprenticeship requirements, the prohibition against discrimination in employment and required forms for filing and submittal.
  - c. CONSULTANT shall provide the DISTRICT with the necessary labor compliance documents and suggested reporting forms to be provided to the Contractor and Subcontractors at the Pre-Job Conference including, but not limited to the following: a copy of the approved LCP, the checklist of Labor Law Requirements, Department of Industrial Relations website ([www.dir.ca.gov](http://www.dir.ca.gov)) where the applicable prevailing wage determinations can be obtained, blank certified payroll record forms, fringe benefit statements, state apprenticeship requirements, and a copy of the Labor Code relating to Public Works and Public Agencies (Part 7, Chapter 1, Sections 1720-1861).
  - d. CONSULTANT shall provide and discuss in detail the issues set forth in the Checklist of Labor Law requirements of the LCP and Appendix A of the Title 8, California Code of Regulations, section 16430.

- e. CONSULTANT shall ensure that the contractor's and all of the Subcontractors' representatives certify that they acknowledge and understand the LCP and all of the state labor law requirements for the PROJECTS.

## **8. CERTIFIED PAYROLL RECORDS**

- a. CONSULTANT shall monitor Contractor and Subcontractors to ensure they maintain weekly certified payroll records ("CPR") and submit CPRs to CONSULTANT with each payment application, but not less than once every month. CONSULTANT shall receive all CPRs in a manner as to not delay payment to the Contractor and Subcontractors.
- b. CONSULTANT shall timely review all submitted CPRs to ensure they are accompanied by a statement of compliance signed by the Contractor and each Subcontractor indicating that the payroll records are correct and complete, that the wage Department of Industrial Relations and that the classifications set forth for each employee conform with the work performed. CONSULTANT shall review all CPRs in a manner as to not delay payment to the Contractor and Subcontractors if CONSULTANT does not have a basis for recommending withholding of contract payments based on its review of such CPRs.
- c. CONSULTANT shall ensure that sole owners and partners who work on the PROJECTS also submit CPRs listing the days and hours worked and the trade classification descriptive of the work actually done.
- d. CONSULTANT shall review all CPRs to ensure the following: that the worker's rate for straight time hours equal or exceed the rate specified in the contract by reference to the Prevailing Wage Discriminations for the class of work actually performed, overtime payments, subsistence, travel, shift differential and other payments are made in accordance with the applicable Prevailing Wage Determinations and applicable California law.

## **9. APPRENTICESHIP REQUIREMENTS**

- a. CONSULTANT shall ensure that the Contractor and all Subcontractors comply with the apprenticeship requirements set forth in the LCP and Labor Code section 1777.5.
- b. CONSULTANT shall ensure that a separate DAS 140 Form is properly completed and submitted for each apprenticeable craft employed on the PROJECTS.
- c. If the Contractor or a Subcontractor is not required to make apprenticeship training contributions to the applicable apprenticeship program, CONSULTANT shall ensure the appropriate contributions are timely made to California Apprenticeship Council and accompanied by the required CAC-2 Form.

## **10. AUDITS & INVESTIGATIONS**

- a. CONSULTANT shall conduct audits and investigations of CPRs to determine whether all workers on the PROJECTS have been paid according to the applicable prevailing wage rates. These audits and investigations shall take place on a random basis or at the

request of the Labor Commissioner or upon receipt of a complaint or when there is any evidence that a violation may have occurred.

b. CONSULTANT shall conduct on-site interviews with workers on the PROJECTS if there is any evidence that a violation may have occurred or on a random basis or as requested by the DISTRICT.

c. CONSULTANT shall conduct all such audits and investigations and prepare appropriate audit records in sufficient detail as set forth in the LCP and Title 8, California Code of Regulations, section 16432.

d. CONSULTANT shall prepare and maintain records documenting any audits investigation activities in sufficient detail so that such records may be used by the DISTRICT in the event of a request for hearing, appeal or litigation. The records must also demonstrate that a thorough and objective investigation took place.

e. An outline for the proposed steps for document collection which should be in place and applied to all prevailing wage violation cases is attached hereto as Attachment "B".

f. If an audit or investigation reveals that a willful violation of the Labor Code (as set forth in the LCP) has occurred, the CONSULTANT shall make a written report to the Labor Commissioner which shall include: (1) an audit consisting of a comparison of payroll records to the best available information as to the actual hours worked (2) the classification of workers employed on the PROJECTS and (3) any other information required under the LCP or the Labor Code.

## **11. ENFORCEMENT ACTION**

a. CONSULTANT shall provide services to assist the DISTRICT in enforcing Labor Code section 1720 et seq. and the procedural regulations of the Department of Industrial Relations in a manner consistent with the practice of the Division of Labor Standards Enforcement ("DLSE") and the regulations found in Title 8, California Code of Regulations, section 1600 et seq.

b. CONSULTANT's duties in assisting with the DISTRICT's enforcement responsibilities under the Labor Code and LCP include, but are not limited to, the following:

- (i) Making written recommendations to withhold contract payments and assess appropriate penalties when payroll records are delinquent or inadequate.
- (ii) Making written recommendations, after a full and complete investigation to the satisfaction of the CONSULTANT, to withhold contract payments



and assess appropriate penalties for not paying the per diem prevailing wages.

- (iii) Making written recommendations to withhold contract payments and assess appropriate penalties for failing to comply with the required apprenticeship requirements for the PROJECTS.
- (iv) Making written recommendations for forfeitures and preparing the required file ore report for the determination and approval of such forfeitures to the Labor Commissioner.
- (v) Making written recommendations regarding the debarment of any Contractor or Subcontractor found to be repeat violators of the Labor Code.

c. After determination of the amount of forfeiture by the Labor Commissioner, CONSULTANT shall assist the DISTRICT in preparing and serving the appropriate notice of withholding of contract payments to the Contractor and/or Subcontractors.

d. Should the affected Contractor or Subcontractor request review of a notice of withholding of contract payment, CONSULTANT shall assist the DISTRICT and its legal counsel in preparing for such review and hearings including, but not limited to, preparing all documents and evidence and providing testimony at any such hearings.

## **12. OUTREACH ACTIVITIES**

CONSULTANT shall insist in the DISTRICT's successful implementation of the LCP by conducting the following outreach activities:

- a. General communication and outreach relative to public information regarding the LCP.
- b. Presentations to Contractors and Subcontractors at all Pre-Bid Conferences and Pre-Job Conferences.
- c. Ongoing communications (via correspondence or meetings) with workers at the PROJECTS when review of the CPRs reveals the possibility of prevailing wage violations.
- d. Periodic meetings with contractor organizations, prime contractors and subcontractors interested in public works contracting with the DISTRICT.
- e. Providing advice and expertise to answer any questions from the DISTRICT's staff, Contractors and Subcontractors relative to the terms, requirements and administration of the LCP.

## **13. ANNUAL REPORTS**

- a. CONSULTANT shall assist the DISTRICT in preparing the required annual report on the operation of the LCP to be submitted to the DISTRICT Board, DISTRICT.
- b. CONSULTANT shall insist the DISTRICT in applying for either extended initial approval or final approval of the DISTRICT's LCP should the DISTRICT have one.

## **ARTICLE II- DISTRICT'S RESPONSIBILITIES**

1. The DISTRICT, through the CONSULTANT, ultimately has the duty to enforce Labor Code section 1720 et seq., the LCP and the procedural regulations of the Department of Industrial Relations in a manner consistent with the practice of DLSE and the regulations found in Title 8, California Code of Regulations, section 1600 et seq.
2. DISTRICT shall insist and provide information promptly and as is reasonably required for CONSULTANT to perform its obligations under this AGREEMENT.
3. DISTRICT shall allow CONSULTANT continuous access and right-of-way on the PROJECTS to the extent reasonably determined by CONSULTANT to be appropriate to perform its obligations under this AGREEMENT.
4. DISTRICT shall devote the necessary personnel for performance of its obligations under this AGREEMENT and shall designate a Labor Commissioner Officer on behalf of the DISTRICT who will be responsible for coordinating the DISTRICT and CONSULTANT's performance under this AGREEMENT.

### **ARTICLE III- CONSULTANT'S DOCUMENTS**

Any and all documents prepared by CONSULTANT for the PROJECTS shall be and remain the property of the DISTRICT.

### **ARTICLE IV- ACCOUNTING RECORDS OF THE CONSULTANT**

1. Records of the CONSULTANT's direct personnel and other expenses pertaining to the PROJECTS, and records of accounts between the DISTRICT and CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT's authorized representative at mutually convenient times.

### **ARTICLE V- COMPENSATION TO THE CONSULTANT**

1. The DISTRICT shall compensate the CONSULTANT on a "time and materials" basis in accordance with the hourly rate schedule for CONSULTANT's personnel set forth in Attachment "c" attached hereto.
2. In no event, however, shall the total fee amount paid to CONSULTANT for services under this AGREEMENT exceed the Grant Adjustments for Labor Compliance Programs adopted by the State Allocation Board ("SAB") on July 2, 2003 and set forth in Attachment "C". If the SAB Grant Adjustments are revised in the future while CONSULTANT is providing services pursuant to this AGREEMENT, the parties agree to review any revisions, and if mutually agreeable, will incorporate any revisions into this AGREEMENT through a written Amendment.

3. If necessary, the DISTRICT and CONSULTANT agree that they will meet once a year on a mutually agreeable date to evaluate and discuss the general status of the DISTRICT's PROJECTS as it relates to the CONSULTANT's compensation and services as set forth in this AGREEMENT. Upon such review and evaluation if both parties agree it is in their best interest to make adjustments to the CONSULTANT's compensation, manpower requirements, Reimbursable Expenses or the hourly rates set forth in Exhibit "C", both parties shall execute a written Amendment setting forth all adjustments or changes to this AGREEMENT. No Amendments to this AGREEMENT shall be effective unless in writing and fully executed by both parties and approved by the DISTRICT's Governing Board.

## **ARTICLE VI-TERMINATION**

1. This AGREEMENT may be terminated by either party upon fourteen (14) days' written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of CONSULTANT; or if the DISTRICT fails to receive funds from the Kindergarten-University Public Education Facilities Bond Act of 2002 or 2004; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECTS.
2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement consultant costs shall be deducted from payments to CONSULTANT.
3. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days' written notice to CONSULTANT. In the event of a termination without cause, the DISTRICT shall pay CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT. In addition, CONSULTANT will be reimbursed for reasonable termination costs through the payment of no more than 5% of all actual costs incurred up until the date of termination, but no more than the actual documented costs incurred by CONSULTANT for four months prior to the date of termination, as termination costs upon CONSULTANT's provision of substantiating justification documents. This payment is agreed to compensate CONSULTANT for the unpaid profit CONSULTANT would have made under the PROJECTS on the date of termination and is consideration for entry into this termination for convenience clause.

4. In the event of a dispute between the parties as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. In the event of a failure to resolve the dispute, CONSULTANT agrees to work for the DISTRICT for a period not to exceed 45 days, to allow the DISTRICT to obtain a replacement CONSULTANT. During the period following the attempt to resolve the dispute, CONSULTANT agrees to work diligently, and DISTRICT agrees to make all other payments to CONSULTANT for undisputed work. DISTRICT agrees not to withhold funds other than funds for work which is in dispute. After expiration of the 45-day period, or installation of a replacement CONSULTANT, either party may submit the controversy to a court having competent jurisdiction of the dispute if the dispute has not been resolved.

## **ARTICLE VII- MISCELLANEOUS**

1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify, defend and hold DISTRICT entirely harmless from all liability arising out of:
  - a. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT's employees or CONSULTANT's subcontractor's employees arising out of CONSULTANT's work under this AGREEMENT; and
  - b. Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or any person, firm or corporation employed by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by CONSULTANT upon or in connection with the CONSULTANT's work on the projects, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;
  - c. Any loss, injury to or death of persons or damage to property caused by any negligent act, neglect, default or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECTS, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings arising under Article VII.1.b that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

2. CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:
  - a. Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.
  - b. Comprehensive general and auto liability insurance with limits of not less than \$500,000 combined single limit, bodily injury and property damage liability per occurrence, including:
    1. Owned, non-owned and hired vehicles;
    2. Blanket contractual;
    3. Broad form property damage;
    4. Products/completed operations; and
    5. Personal injury.
  - c. Professional liability insurance, including contractual liability, with limits of \$500,000, per occurrence. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a reasonable period of time. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.
  - d. Each policy of insurance required in (b) above shall name DISTRICT and its officers, agents and employees as additional insured's; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.
3. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided

employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of CONSULTANT's 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 for the respective CONSULTANT's employees.

4. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT.
5. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.
6. This AGREEMENT shall be governed by the laws of the State of California.
7. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and CONSULTANT.

This AGREEMENT entered into as of the day and year first written above.

DISTRICT:

CONSULTANT:

Santa Ana Unified School District

CS & ASSOCIATES, INC.

By: \_\_\_\_\_  
 Stefanie P. Phillips, Ed.D  
 Deputy Superintendent, Operations

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT “A”**

**(Insert copy of Approved LCP)**

**ATTACHMENT “B”**

**(Outline for proposed steps for documentation collection) see page 4 of agreement**



**EXHIBIT “C”**



## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Colbi Technologies** 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: **Will provide financial software support to the Facilities Accounting Program.**

2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to his AGREEMENT at total fee not to exceed **\$10,000**. 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:

**Colbi Technologies  
17792 Orange Tree Lane  
Tustin, CA 92780**

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, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed.D

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

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

Deputy Superintendent, Operations

\_\_\_\_\_  
Title

Consultant

\_\_\_\_\_  
Title

May 26, 2015

\_\_\_\_\_  
Board Approval Date



## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Cumming Construction Management, 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: **Energy Efficiency Consulting Services- Proposition 39 (Energy Services Consulting Fee Year 2).**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to his AGREEMENT at total fee not to exceed **\$50,000**. 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: **are allowed with prior approval of a district representative.**
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:

**Cumming Construction Management, Inc.  
130 Vantis, Ste. 110  
Aliso Viejo, CA 92656**

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 **1<sup>st</sup> Day of July, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed.D

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

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

Deputy Superintendent, Operations

\_\_\_\_\_  
Title

Consultant

\_\_\_\_\_  
Title

May 26, 2015

\_\_\_\_\_  
Board Approval Date

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

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Dolinka Group, 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: **CFD, Redevelopment and Developer fee justification services.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016.**
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to his AGREEMENT at total fee not to exceed **\$100,000.** 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: **Not to exceed \$2,000**
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:

**Dolinka Group  
20 Pacifica Ste. 900  
Irvine, CA 92618**

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 **1<sup>st</sup> Day of July, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed.D

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

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

Deputy Superintendent, Operations

\_\_\_\_\_  
Title

Consultant

\_\_\_\_\_  
Title

May 26, 2015

\_\_\_\_\_  
Board Approval Date

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

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Environmental Network, Corp. dba ENCORP** 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: **Environmental Services, monitoring for asbestos and lead abatement in preparation for demolition of buildings**

2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to his AGREEMENT at total fee not to exceed **\$100,000**. 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:

**ENCORP  
16700 Valley View Ave., Suite 100  
La Mirada, Ca 90638**

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, 2015.**

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed.D

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

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

Deputy Superintendent, Operations

\_\_\_\_\_  
Title

Consultant

\_\_\_\_\_  
Title

May 26, 2015

\_\_\_\_\_  
Board Approval Date

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

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Hancock, Park Delong, 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: **School advisory services on an “as needed” basis.**

2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to his AGREEMENT at total fee not to exceed **\$100,000**. 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:

**Hancock, Park, Delong, Inc.  
1451 River Park Drive, Suite 285  
Sacramento, CA 95815**

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 **1<sup>st</sup> Day of July, 2015.**

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed.D

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

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

Deputy Superintendent, Operations

\_\_\_\_\_  
Title

Consultant

\_\_\_\_\_  
Title

May 26, 2015

\_\_\_\_\_  
Board Approval Date

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



## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Murdoch, Walrath and Holmes** 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: **Represent District in negotiations with developers, meeting and negotiations with the city, city agencies, and other local agencies and any services**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$100,000**. 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: **are allowed with prior approval of a district representative.**
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:

**Murdoch, Walrath & Holmes  
1130 K Street, Suite 210  
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 **1<sup>st</sup> Day of July, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed.D

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

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

Deputy Superintendent, Operations

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

May 26, 2015

\_\_\_\_\_  
Board Approval Date

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

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Ninyo & Moore** 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: **Geotechnical, materials testing and specialty inspection services.**

2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to his AGREEMENT at total fee not to exceed **\$200,000**. 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:

**Ninyo and Moore  
475 Goddard, Suite 200  
Irvine, CA 92618**

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 **1<sup>st</sup> Day of July, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed.D

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

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

Deputy Superintendent, Operations

\_\_\_\_\_  
Title

Consultant

\_\_\_\_\_  
Title

May 26, 2015

\_\_\_\_\_  
Board Approval Date

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

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Orbach Huff Suarez & Henderson, LLP** 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: **Legal services for all building funds.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to his AGREEMENT at total fee not to exceed **\$100,000**. 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:**

**Orbach Huff Suarez & Henderson, LLP  
1901 Avenue of the Stars  
Los Angeles, CA 90067**

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 **1<sup>st</sup> Day of July, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed.D

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

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

Deputy Superintendent, Operations

\_\_\_\_\_  
Title

Consultant

\_\_\_\_\_  
Title

May 26, 2015

\_\_\_\_\_  
Board Approval Date

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

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Placeworks, 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: **Planning and implementation of corrective measures and CEQA services.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016.**
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$25,000.** 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: **Consultants expenses for travel, copy, fax, delivery, services, equipment, facilities, and other costs will be reimbursed if approved by the District at a total fee not to exceed \$2,000.00.**
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:

**The Planning Center  
3 MacArthur Place, Ste. 1100  
Santa Ana, CA 92707**

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 **1<sup>st</sup> Day of July, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed.D

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

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

Deputy Superintendent, Operations

\_\_\_\_\_  
Title

Consultant

\_\_\_\_\_  
Title

May 26, 2015

\_\_\_\_\_  
Board Approval Date

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



## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Preferred Aerial & Crane Technology, 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: **On site annual safety procedure training for electricians and maintenance employees.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$1,000**. 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:

**Preferred Aerial & Crane Technology, Inc.**  
**1121 E. Marshall Place**  
**Long Beach, CA 90807**

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 **1<sup>st</sup> Day of July, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed.D

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

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

Deputy Superintendent, Operations

\_\_\_\_\_  
Title

Consultant

\_\_\_\_\_  
Title

May 26, 2015

\_\_\_\_\_  
Board Approval Date

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

## **CONSULTANT SERVICES AGREEMENT**

This AGREEMENT is made and entered into this **1st** day of **July** in the year **2015** (“EFFECTIVE DATE”), between Santa Ana Unified School District, hereinafter referred to as (“DISTRICT”), and **Priest Construction Services, Inc.** hereinafter referred to as “CONSULTANT”;

**WHEREAS**, the DISTRICT requires specialized services and/or advice in connection with certain financial, economic, accounting, engineering, or administrative matters where such services and advice are not available to the DISTRICT without cost either internally or from other public agencies; and

**WHEREAS**, CONSULTANT is specially experienced and competent to provide to the District, certain specialized services and/or advice in one or more of the foregoing areas; and

**WHEREAS**, DISTRICT desires to obtain specialized services and/or advice in one or more of the foregoing areas for **DSA Inspection Services** hereinafter referred to as “PROJECT”, located in the DISTRICT; and

**WHEREAS**, CONSULTANT has indicated its willingness and commitment to provide its specialized services and/or advice to the DISTRICT on the terms hereafter set forth in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

### **ARTICLE I** **SCOPE AND SERVICES TO BE PROVIDED BY CONSULTANT**

1. Services To Be Provided By CONSULTANT. CONSULTANT shall provide to the District on the terms herein set forth all of the services articulated in **ATTACHMENT “A”** to this Agreement (“WORK PLAN”). Where CONSULTANT’s WORK PLAN consists of a proposal or quote submitted in response to a Request for Proposals from the DISTRICT (an “RFP”), CONSULTANT’s WORK PLAN shall be considered to include the DISTRICT’s RFP, a copy of which may be attached and incorporated herein as **ATTACHMENT “B”**. The Parties agree that the attachment of the DISTRICT’s RFP is not a condition precedent to the effectiveness of this AGREEMENT. If the DISTRICT’s RFP is not attached to this AGREEMENT as ATTACHMENT “B”, this AGREEMENT is not void and shall still be binding upon the Parties and shall be executed in accordance with the terms and conditions of this AGREEMENT and ATTACHMENT “A”. In the event the DISTRICT’s RFP is attached as ATTACHMENT “B”, the Parties agree that: (i) the DISTRICT’s RFP shall be controlling in the event of any conflict between said RFP and CONSULTANT’s WORK PLAN, and (ii) the terms of this AGREEMENT shall be controlling in the event any of the terms hereof shall be in conflict with any of the terms of either the RFP or CONSULTANT’s WORK PLAN.

**ARTICLE II**  
**CONSULTANT'S SERVICES AND RESPONSIBILITIES**

1. CONSULTANT's Certifications, Representations and Warranties. CONSULTANT makes the following certifications, representations, and warranties for the benefit of the DISTRICT and CONSULTANT acknowledges and agrees that the DISTRICT, in deciding to engage CONSULTANT pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of CONSULTANT's engagement hereunder:

- a. CONSULTANT is qualified in all respects to provide to the DISTRICT all of the services contemplated by this AGREEMENT and, to the extent required by any applicable laws, CONSULTANT has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the DISTRICT, such services as are called for hereunder.
- b. CONSULTANT, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation and equal protection and non-discrimination laws.

**ARTICLE III**  
**TERMINATION**

1. This AGREEMENT may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of CONSULTANT; or if the DISTRICT should decide to abandon or indefinitely postpone the services which CONSULTANT is agreeing to provide pursuant to this AGREEMENT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the CONSULTANT for DISTRICT approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT.



3. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to CONSULTANT. In the event of a termination without cause, the DISTRICT shall pay CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the CONSULTANT for Board approved extra services.

4. In the event of a dispute between the parties as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, CONSULTANT agrees to continue the work diligently to completion. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but CONSULTANT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the services provided for in this AGREEMENT have been completed, and not before.

#### **ARTICLE IV**

#### **REPORTS, PLANS, DRAWINGS, SPECIFICATIONS, RECORD DRAWINGS AND/OR OTHER DOCUMENTS**

1. The reports, plans, drawings, specifications, record drawings and/or other documents that are prepared, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's consultants in accordance with this AGREEMENT, shall be and remain the property of the DISTRICT (hereinafter "PROPERTY"). The DISTRICT must fully compensate the CONSULTANT for all reports, plans, drawings, specifications, record drawings and/or other documents that are prepared, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's consultants in accordance with this AGREEMENT in order for such documents to be considered DISTRICT PROPERTY, unless a good faith dispute arises out of the performance of the work, or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed. The DISTRICT may provide the CONSULTANT with a written request for the return of its PROPERTY at any time. Upon CONSULTANT's receipt of the DISTRICT's written request, CONSULTANT shall return the requested PROPERTY to the DISTRICT.

#### **ARTICLE V**

#### **ACCOUNTING RECORDS OF THE CONSULTANT**

1. Records of the CONSULTANT's direct personnel and reimbursable expenses pertaining to any extra services provided by the CONSULTANT, which are in addition to those services already required by this AGREEMENT, and any records of accounts between the DISTRICT and CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT's authorized representative at mutually convenient times.

**ARTICLE VI**  
**COMPENSATION TO THE CONSULTANT**

1. The DISTRICT shall compensate the CONSULTANT as follows:
  - a. The DISTRICT agrees to pay the CONSULTANT in accordance with the rate and price schedule information set forth in ATTACHMENT "A" for the services performed pursuant to this AGREEMENT, payable upon monthly billings submitted by the CONSULTANT.

**ARTICLE VII**  
**ADDITIONAL CONSULTANT SERVICES**

1. CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT's control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering such services. The DISTRICT may require CONSULTANT to perform additional services which are, in the DISTRICT's discretion, necessary. Compensation for such services shall be negotiated and approved in writing by the DISTRICT. Such services shall include:

- a. Making material revisions in reports, drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of such documents.
- b. Preparing reports, drawings, specifications and other documentation and supporting data, and providing other services in connection with project modifications required by causes beyond the control of the CONSULTANT which are not the result of the direct or indirect negligence, errors or omissions on the part of CONSULTANT.
- c. If the DISTRICT requests additional shifts to complete surveying services where the requests for additional shifts does not arise from the direct or indirect negligence, errors or omissions on the part of CONSULTANT. The CONSULTANT's compensation is expressly conditioned on the lack of fault of the CONSULTANT.
- d. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with the generally accepted practice in the CONSULTANT's industry.

**ARTICLE VIII**  
**REIMBURSABLE EXPENSES**

1. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the CONSULTANT at one and one-tenth (1.1) times the expenses incurred by the CONSULTANT, the CONSULTANT's employees and consultants for:

(1) Approved reproduction of reports, drawings and specifications in excess of the copies provided by this AGREEMENT.

(2) Fees advanced for securing approval of authorities in connection with the services rendered pursuant to this AGREEMENT.

2. Reimbursable expenses are estimated to be ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500), and this amount shall not be exceeded without the prior written approval of the DISTRICT.

**ARTICLE IX**  
**MISCELLANEOUS**

1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify, defend and hold DISTRICT entirely harmless from all liability arising out of:

a. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT's employees or CONSULTANT's subcontractor's employees arising out of CONSULTANT's work under this AGREEMENT; and

b. Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or any person, firm or corporation employed by the CONSULTANT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;

c. Any loss, injury to or death or persons or damage to property caused by any negligent act, neglect, default or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the services performed by CONSULTANT in accordance with this Agreement, including injury or damage either on or off DISTRICT

property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

The CONSULTANT, at CONSULTANT's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

2. CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The CONSULTANT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.

b. Comprehensive general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of \$1,000,000, per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts any portion of CONSULTANT's duties, CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Valuable Document Insurance. The CONSULTANT shall carry adequate insurance on all reports, drawings, specifications, record drawings and/or other documents as may be required to protect the DISTRICT in the amount of its full equity in those reports, drawings, specifications, record drawings and/or other documents, and shall file with the DISTRICT a certificate of that insurance. The

cost of that insurance shall be paid by the CONSULTANT, and the DISTRICT shall be named as an additional insured.

e. Each policy of insurance required in (b) above shall name DISTRICT and its officers, agents and employees as additional insured's; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

3. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of CONSULTANT's 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 for the respective CONSULTANT's employees.

4. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT.

5. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

6. This AGREEMENT shall be governed by the laws of the State of California. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.

7. Time is of the essence with respect to all provisions of this AGREEMENT.

8. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof.

The parties, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

CONSULTANT:

DISTRICT:

Priest Construction Services, Inc.

Santa Ana Unified School District

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

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

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT “A”**

**Scope of Work**

**ATTACHMENT “B”**  
**Fee Schedule**



## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Rayburn Corporation** 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: **Voice over internet protocol project support, E-rate reimbursement funding, school facility program support, technical training of staff, and related support.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to his AGREEMENT at total fee not to exceed **\$85,000**. 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:**

**Rayburn Corporation  
28241 Crown Valley Pkwy Ste. F-140  
Laguna Niguel, CA 92677**

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, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed.D

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

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

Deputy Superintendent, Operations

\_\_\_\_\_  
Title

Consultant

\_\_\_\_\_  
Title

May 26, 2015

\_\_\_\_\_  
Board Approval Date

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

## **CONSULTANT SERVICES AGREEMENT**

This AGREEMENT is made and entered into this **1st** day of **July** in the year **2015** (“EFFECTIVE DATE”), between Santa Ana Unified School District, hereinafter referred to as (“DISTRICT”), and **SANDY PRINGLES AND ASSOCIATES** hereinafter referred to as “CONSULTANT”;

**WHEREAS**, the DISTRICT requires specialized services and/or advice in connection with certain financial, economic, accounting, engineering, or administrative matters where such services and advice are not available to the DISTRICT without cost either internally or from other public agencies; and

**WHEREAS**, CONSULTANT is specially experienced and competent to provide to the District, certain specialized services and/or advice in one or more of the foregoing areas; and

**WHEREAS**, DISTRICT desires to obtain specialized services and/or advice in one or more of the foregoing areas for **DSA Inspector-Measure G: Wilson Elementary School Modernization Project** for all DSA required inspections services hereinafter referred to as “PROJECT”, located in the DISTRICT; and

**WHEREAS**, CONSULTANT has indicated its willingness and commitment to provide its specialized services and/or advice to the DISTRICT on the terms hereafter set forth in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

### **ARTICLE I** **SCOPE AND SERVICES TO BE PROVIDED BY CONSULTANT**

1. Services To Be Provided By CONSULTANT. CONSULTANT shall provide to the District on the terms herein set forth all of the services articulated in **ATTACHMENT “A”** to this Agreement (“WORK PLAN”). Where CONSULTANT’s WORK PLAN consists of a proposal or quote submitted in response to a Request for Proposals from the DISTRICT (an “RFP”), CONSULTANT’s WORK PLAN shall be considered to include the DISTRICT’s RFP, a copy of which may be attached and incorporated herein as **ATTACHMENT “B”**. The Parties agree that the attachment of the DISTRICT’s RFP is not a condition precedent to the effectiveness of this AGREEMENT. If the DISTRICT’s RFP is not attached to this AGREEMENT as ATTACHMENT “B”, this AGREEMENT is not void and shall still be binding upon the Parties and shall be executed in accordance with the terms and conditions of this AGREEMENT and ATTACHMENT “A”. In the event the DISTRICT’s RFP is attached as ATTACHMENT “B”, the Parties agree that: (i) the DISTRICT’s RFP shall be controlling in the event of any conflict between said RFP and CONSULTANT’s WORK PLAN, and (ii) the terms of this AGREEMENT shall be controlling in the event any of the terms hereof shall be in conflict with any of the terms of either the RFP or CONSULTANT’s WORK PLAN.

**ARTICLE II**  
**CONSULTANT'S SERVICES AND RESPONSIBILITIES**

1. CONSULTANT's Certifications, Representations and Warranties. CONSULTANT makes the following certifications, representations, and warranties for the benefit of the DISTRICT and CONSULTANT acknowledges and agrees that the DISTRICT, in deciding to engage CONSULTANT pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of CONSULTANT's engagement hereunder:

a. CONSULTANT is qualified in all respects to provide to the DISTRICT all of the services contemplated by this AGREEMENT and, to the extent required by any applicable laws, CONSULTANT has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the DISTRICT, such services as are called for hereunder.

b. CONSULTANT, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation and equal protection and non-discrimination laws.

**ARTICLE III**  
**TERMINATION**

1. This AGREEMENT may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of CONSULTANT; or if the DISTRICT should decide to abandon or indefinitely postpone the services which CONSULTANT is agreeing to provide pursuant to this AGREEMENT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the CONSULTANT for DISTRICT approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT.

3. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to CONSULTANT. In the event of a termination without cause, the



DISTRICT shall pay CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the CONSULTANT for Board approved extra services.

4. In the event of a dispute between the parties as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, CONSULTANT agrees to continue the work diligently to completion. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but CONSULTANT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the services provided for in this AGREEMENT have been completed, and not before.

#### **ARTICLE IV** **REPORTS, PLANS, DRAWINGS, SPECIFICATIONS, RECORD DRAWINGS AND/OR** **OTHER DOCUMENTS**

1. The reports, plans, drawings, specifications, record drawings and/or other documents that are prepared, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's consultants in accordance with this AGREEMENT, shall be and remain the property of the DISTRICT (hereinafter "PROPERTY"). The DISTRICT must fully compensate the CONSULTANT for all reports, plans, drawings, specifications, record drawings and/or other documents that are prepared, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's consultants in accordance with this AGREEMENT in order for such documents to be considered DISTRICT PROPERTY, unless a good faith dispute arises out of the performance of the work, or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed. The DISTRICT may provide the CONSULTANT with a written request for the return of its PROPERTY at any time. Upon CONSULTANT's receipt of the DISTRICT's written request, CONSULTANT shall return the requested PROPERTY to the DISTRICT.

#### **ARTICLE V** **ACCOUNTING RECORDS OF THE CONSULTANT**

1. Records of the CONSULTANT's direct personnel and reimbursable expenses pertaining to any extra services provided by the CONSULTANT, which are in addition to those services already required by this AGREEMENT, and any records of accounts between the DISTRICT and CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT's authorized representative at mutually convenient times.

#### **ARTICLE VI** **COMPENSATION TO THE CONSULTANT**

1. The DISTRICT shall compensate the CONSULTANT as follows:
  - a. The DISTRICT agrees to pay the CONSULTANT in accordance with the rate and price schedule information set forth in ATTACHMENT “A” for the services performed pursuant to this AGREEMENT, payable upon monthly billings submitted by the CONSULTANT.

**ARTICLE VII**  
**ADDITIONAL CONSULTANT SERVICES**

1. CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT’s control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering such services. The DISTRICT may require CONSULTANT to perform additional services which are, in the DISTRICT’s discretion, necessary. Compensation for such services shall be negotiated and approved in writing by the DISTRICT. Such services shall include:

- a. Making material revisions in reports, drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of such documents.
- b. Preparing reports, drawings, specifications and other documentation and supporting data, and providing other services in connection with project modifications required by causes beyond the control of the CONSULTANT which are not the result of the direct or indirect negligence, errors or omissions on the part of CONSULTANT.
- c. If the DISTRICT requests additional shifts to complete surveying services where the requests for additional shifts does not arise from the direct or indirect negligence, errors or omissions on the part of CONSULTANT. The CONSULTANT’s compensation is expressly conditioned on the lack of fault of the CONSULTANT.
- d. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with the generally accepted practice in the CONSULTANT’s industry.

**ARTICLE VIII**  
**MISCELLANEOUS**

1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify, defend and hold DISTRICT entirely harmless from all liability arising out of:

a. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT's employees or CONSULTANT's subcontractor's employees arising out of CONSULTANT's work under this AGREEMENT; and

b. Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or any person, firm or corporation employed by the CONSULTANT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;

c. Any loss, injury to or death or persons or damage to property caused by any negligent act, neglect, default or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the services performed by CONSULTANT in accordance with this Agreement, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

The CONSULTANT, at CONSULTANT's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

2. CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The CONSULTANT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.

b. Comprehensive general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of \$1,000,000, per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts any portion of CONSULTANT's duties, CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Valuable Document Insurance. The CONSULTANT shall carry adequate insurance on all reports, drawings, specifications, record drawings and/or other documents as may be required to protect the DISTRICT in the amount of its full equity in those reports, drawings, specifications, record drawings and/or other documents, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the CONSULTANT, and the DISTRICT shall be named as an additional insured.

e. Each policy of insurance required in (b) above shall name DISTRICT and its officers, agents and employees as additional insured's; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

3. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that CONSULTANT and all of

CONSULTANT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of CONSULTANT's 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 for the respective CONSULTANT's employees.

4. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT.

5. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

6. This AGREEMENT shall be governed by the laws of the State of California. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.

7. Time is of the essence with respect to all provisions of this AGREEMENT.

8. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof.

The parties, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

CONSULTANT:

\_\_\_\_\_

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

Date: \_\_\_\_\_

DISTRICT:

Santa Ana Unified School District

By: \_\_\_\_\_  
Stefanie P. Phillips, Ed.D.,  
Deputy Supt., Operations

Date: \_\_\_\_\_

**ATTACHMENT “A”**

**Scope of Work**

Provide Division State Architect (DSA) inspection services, In-plant Inspection Services, Miscellaneous Welding Inspection Services, In-plant elevator inspection services for \_\_\_\_\_

**ATTACHMENT “B”**  
**Fee Schedule**  
**See proposal dated \_\_\_\_\_**





## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Twining Consulting, 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: **Geotechnical, materials testing and specialty inspection services.**

2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to his AGREEMENT at total fee not to exceed **\$200,000**. 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:

**Twining Consulting, Inc.  
18011 Sky Park Circle, Suite J  
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 **1st Day of July, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed.D

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

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

Deputy Superintendent, Operations

\_\_\_\_\_  
Title

Consultant

\_\_\_\_\_  
Title

May 26, 2015

\_\_\_\_\_  
Board Approval Date

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

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Vavrinek, Trine, Day & Co., LLP** 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: **Financial and performance audit on Measure G- Capital Improvement Program.**

2. **Term.** CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.

3. **Compensation.** DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to his AGREEMENT at total fee not to exceed **\$25,000**. 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: **Travel costs will be reimbursed if approved in advance by 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: **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. Audit documentation for this engagement is the property of the CONSULTANT and constitutes confidential information. However, pursuant to authority given by law or regulation, the CONSULTANT may be requested to make certain audit documentation available to third parties for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. The CONSULTANT will notify the DISTRICT of any such request. All requests will be provided under the supervision of CONSULTANT personnel.

9. Termination. the 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: 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:

**Vavrinek, Trine, Day & Co., LLP  
8270 Aspen Street  
Rancho Cucamonga, CA 91730**

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 **1<sup>st</sup> Day of July, 2015.**

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed.D

Royce Townsend

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

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

Deputy Superintendent, Operations

Partner

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

May 26, 2015

\_\_\_\_\_  
Board Approval Date

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

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Restoration Management** 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: **Emergency mitigation services, fire and smoke damaged restoration, water damage restoration and other specialty services.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016.**
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to his AGREEMENT at total fee not to exceed **\$25,000**. 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. Audit documentation for this engagement is the property of the CONSULTANT and constitutes confidential information. However, pursuant to authority given by law or regulation, the CONSULTANT may be requested to make certain audit documentation available to third parties for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. The CONSULTANT will notify the DISTRICT of any such request. All requests will be provided under the supervision of CONSULTANT personnel.

9. Termination. the 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: 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:**

**Restoration Management**

**4142 Point Eden Way**

**Hayward, CA 94545**

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 **1<sup>st</sup> Day of July, 2015.**

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed.D

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

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

Deputy Superintendent, Operations

\_\_\_\_\_  
Title

Consultant

\_\_\_\_\_  
Title

May 26, 2015

\_\_\_\_\_  
Board Approval Date

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

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Richard D. Jones a Professional Law Corporation dba Jones & Mayer** 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: **Legal counsel for disciplinary matters relating to School Police Officers.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$5,000**. 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:

CONSULTANT:

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

**Richard D. Jones dba Jones & Mayer**  
**3777 North Harbor Blvd.**  
**Fullerton, CA 92835**

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 **1<sup>st</sup> Day of July, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Signature

Stefanie P. Phillips, Ed.D., CBO

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

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

Deputy Superintendent, Operations

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Title

May 26, 2015

\_\_\_\_\_  
 Board Approval Date

33-0945054

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



## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “**District**” and **Eric Gruver, Ph.D.** 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: **Conduct pre-employment psychological evaluations for SAUSD Police Department personnel.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016.**
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$3,000** 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: **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:

Eric Gruver, Ph.D.  
2021 East 4<sup>th</sup> Street, Suite 116  
Santa Ana, CA 90605

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 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed.D., CBO

Eric W. Gruver, Ph.D.

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

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

Deputy Superintendent, Operations, CBO

Psychologist

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

May 26, 2015

564-52-6530

\_\_\_\_\_  
Board Approval Date

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

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “**District**” and **Garcia, Hernandez, Sawhney & Bermudez, LLP** 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: **Garcia, Hernandez, Sawhney & Bermudez, LLP will provide consultant and research services required to represent the District’s best interests in the areas of collective bargaining, labor and employment matters.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$30,000**. 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.

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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.)**

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**DISTRICT:**

**Santa Ana Unified School District  
1601 East Chestnut Avenue**

**CONSULTANT:**

**Garcia, Hernandez, Sawhney & Bermudez, LLP  
401 B Street, Suite 2010**

Santa Ana, CA 92701

San Diego, CA 92101

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, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed.D., CBO

Garcia, Hernandez, Sawhney &amp; Bermudez, LLP

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

Deputy Superintendent, Operations

Consultant

\_\_\_\_\_  
Title\_\_\_\_\_  
Title

May 26, 2015

\_\_\_\_\_  
Board Approval Date\_\_\_\_\_  
Social Security or Taxpayer Identification

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Barbara Penwarden dba Braille To Go** 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 **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to his AGREEMENT at total fee not to exceed **\$7,000** 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:**

**Barbara Penwarden dba Braille To Go  
1241 N. East St. #200  
Anaheim, CA 92805**

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 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed.D.

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

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

Deputy Superintendent, Operations, CBO

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

May 26, 2015

\_\_\_\_\_  
Board Approval Date

26-1712872

\_\_\_\_\_  
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:

Hourly rate	\$ 35.00
Per Page rate	\$ .25
	\$

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **U.S. HealthWorks 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: **Will provide written individual prescriptions for physical therapy and occupational therapy services as well as written approval of district speech protocol for speech therapy.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$30,000** 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.

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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 92701-6322**

**CONSULTANT:**

**U.S. HealthWorks Medical Group, P.C.  
25124 Springfield Court Ste. 200  
Valencia, CA 91355**

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 **1<sup>st</sup> Day of July, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed.D., CBO

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

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

Deputy Superintendent, Operations

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

May 26, 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:

Hourly	\$ 150.00
	\$
	\$



## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **C.J.T. Enterprises, 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: **This consultant will provide wheelchair and communication mounting for non-verbal special education students using communication devices, as well as positioning equipment and predicting what will be necessary as the students mature.**

2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016** .

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$4,600** 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.

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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 Ave.  
Santa Ana, Ca. 92701**

**CONSULTANT:**

**C.J.T. Enterprises, Inc.  
17870 Newhope St. #104-457  
Fountain Valley, CA 92708**

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 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed.D.

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

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

Deputy Superintendent, Operations, CBO

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

May 26, 2016

\_\_\_\_\_  
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:

Evaluations	\$225
Installations	\$250

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Goodwill Industries of OC/ATEC** 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: **Assistive Technology Services (ATEC) will provide evaluations, training, and/or trial use of new equipment for Special Education students to promote independence.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$ 5,000**. 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 92701-6322**

**CONSULTANT:**

**Goodwill Industries of OC/ATEC  
410 N. Fairview  
Santa Ana, CA 92703**

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 **1<sup>st</sup> Day of July 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed.D.

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

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

Deputy Superintendent, Operations, CBO

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

May 26, 2015

\_\_\_\_\_  
Board Approval Date

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

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Gail Nugent** 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 services to Santa Ana Unified School district by facilitating individualized educational programs (IEP’s), providing relevant training, mentoring, facilitating staffing in preparation for IEP meetings and other services relevant to alternative dispute resolution.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to his AGREEMENT at total fee not to exceed **\$20,000** 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:**

**Gail Nugent**  
**2089 Glasgow Avenue**  
**Cardiff, CA 92007**

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, 2015**.

**DISTRICT:****CONSULTANT:**

By:

By:

\_\_\_\_\_  
Signature\_\_\_\_\_  
Signature\_\_\_\_\_  
Stefanie P. Phillips, Ed.D.\_\_\_\_\_  
Gail Nugent, MSW\_\_\_\_\_  
Printed Name\_\_\_\_\_  
Printed Name\_\_\_\_\_  
Deputy Superintendent, Operations, CBO\_\_\_\_\_  
Facilitator\_\_\_\_\_  
Title\_\_\_\_\_  
Title\_\_\_\_\_  
May 26, 2015\_\_\_\_\_  
560-94-1243\_\_\_\_\_  
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:

Hourly rate	\$ 100.00
Fee for training and consultation	\$100.00/hour
Fee for all neutral services, including conducting mediations, resolution sessions and facilitating IEP's	\$100.00/hour
Presentations or Written Work	\$ 100.00/hr



## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **John Lucas** 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 review and analyze the reporting of special education revenue and expenditures.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$4,000** 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 East Chestnut Avenue  
Santa Ana, CA 92701-6322**

CONSULTANT:

**John Lucas  
21551 Magnolia St.  
Walnut, CA 91789**

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 **1<sup>st</sup> Day of July 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Stefanie P. Phillips, Ed.D.

\_\_\_\_\_  
John Lucas

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
May 26, 2015

\_\_\_\_\_  
554-72-0318

\_\_\_\_\_  
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:

Hourly: \$ 150

Daily: \$ 1,000

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **S. Daniel Harbottle, JD, PhD dba Harbottle Law Group** 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 legal counsel for the special education department.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to his AGREEMENT at total fee not to exceed **\$75,000** 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:

**S. Daniel Harbottle, JD, PhD**  
**Harbottle Law Group**  
**18401 Von Karman Ave., Suite 200**  
**Irvine, CA 92612**

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 **1<sup>st</sup> Day of July 2015**.

DISTRICT:CONSULTANT:

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

Signature

Stefanie P. Phillips, Ed.D.

Printed Name

Deputy Superintendent, Operations, CBO

Title

May 26, 2015

Board Approval Date

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

Signature

S. Daniel Harbottle, JD, PhD

Printed Name

Title

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:

Hourly rate	\$ 195.00
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	\$
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	\$
--	----

	\$
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## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Sheila Doctors dba MSD Professional Consultants, 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: **Consultant will provide consultation services to address issues in educating students who are deaf and hard of hearing, including communication methodologies, interpreting, transcription services, and placement options.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to his AGREEMENT at total fee not to exceed **\$34,000** 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:

**Sheila Doctors**  
**1224 Via Barranca**  
**La Jolla, CA 92037**

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, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

Signature

Signature

Stefanie P. Phillips, Ed.D.

Sheila Doctors

Printed Name

Printed Name

Deputy Superintendent, Operations, CBO

Consultant, DHH Specialist

Title

Title

May 26, 2015

20-2217328

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:

Consultant Services	\$ 150.00
Expert Witness	\$ 200.00
Mileage	\$ .56 per mile



## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Maria Lyn Kulick Abramson dba Hear Now** 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 auditory processing IEE evaluation services to special education students per student IEP's.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to his AGREEMENT at total fee not to exceed **\$1,500** 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:

**Maria Abramson dba Hear Now  
33292 Astoria  
Dana Point, CA 92629**

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, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Stefanie P. Phillips, Ed.D.

\_\_\_\_\_  
Maria Abramson

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

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

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

\_\_\_\_\_  
Doctor of Audiology

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
May 26, 2015

\_\_\_\_\_  
57-1154247

\_\_\_\_\_  
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:

## Hourly rates:

Auditory Processing	\$485
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## Evaluations:

Legal Consultation	\$185
--------------------	-------

Consultation/Records	\$85
----------------------	------

## Review:



## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Leigh Perales** 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 behavior intervention services to both teachers and students.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to his AGREEMENT at total fee not to exceed **\$20,000** 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:

**Leigh Perales**

**25795 Via Lomas #190**

**Laguna Hills, CA 92653**

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 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Stefanie P. Phillips, Ed.D.

\_\_\_\_\_  
Leigh Perales

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

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

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

\_\_\_\_\_  
Behavior Specialist

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
May 26, 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:

Hourly rate	\$ 85.00
	\$



## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Lisa Schooler** 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: **Will provide mental health counseling for students.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to his AGREEMENT at total fee not to exceed **\$38,880** 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: **mileage**.
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 provide all supplies.** 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:

**Lisa Schooler  
280 San Joaquin St.  
Laguna Beach, CA 92651**

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, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Stefanie P. Phillips, Ed.D.

\_\_\_\_\_  
Lisa Schooler

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

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

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

\_\_\_\_\_  
Licensed Clinical Social Worker

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
May 26, 2015

\_\_\_\_\_  
529-04-9333

\_\_\_\_\_  
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:

Hourly rate	\$ 54.00
	\$
	\$

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Katie Rivkind, M.S. LMFT** 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 mental health counseling to students.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$43,200** 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: **mileage**
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.

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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.

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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:

**Katie Rivkind, M.S. LCFT  
161 Fashion Lane, Suite 110  
Tustin, CA 92780**

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, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Stefanie P. Phillips, Ed.D.

\_\_\_\_\_  
Katie Rivkind, M.S. LMFT

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

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

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

\_\_\_\_\_  
Licensed Marriage Family Therapist

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
May 26, 2015

\_\_\_\_\_  
563-08-6689

\_\_\_\_\_  
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:

Hourly	\$ 54.00
	\$

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Paul Arata** 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: **Will provide mental health counseling for students.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to his AGREEMENT at total fee not to exceed **\$77,760** 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: **mileage at current IRS rate.**
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 provide all supplies.** 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.

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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.
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**1601 E. Chestnut**  
**Santa Ana, CA 92701**

CONSULTANT:

**Paul Arata**  
**10 Dunlin Lane**  
**Aliso Viejo, CA 92656**

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, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed.D.

Paul Arata

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

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

Deputy Superintendent, Operations, CBO

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

May 26, 2015

\_\_\_\_\_  
Board Approval Date

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

FEE SCHEDULE:

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Hourly rate	\$ 54.00
	\$
	\$

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DISTRICT:

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

CONSULTANT:

**Tammy Shelton, M.A. MFT  
161 Fashion Lane, Suite 110  
Tustin, CA 92781**

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This AGREEMENT is entered into this **1st Day of July, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Stefanie P. Phillips, Ed.D.

\_\_\_\_\_  
Tammy Shelton, M.A. MFT

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

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

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

\_\_\_\_\_  
Marriage Family Therapist

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
May 26, 2015

\_\_\_\_\_  
562-31-1425

\_\_\_\_\_  
Board Approval Date

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

FEE SCHEDULE:

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Rate:	\$54.00/hour
	\$
	\$



## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Charles Spicer dba Center for Growth and Change, 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: **Will provide mental health counseling for students.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$77,760** 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: **mileage**
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 92701-6322**

**CONSULTANT:**

**Charles Spicer dba Center for Growth and**  
**Change, Inc.**  
**1400 Quail Street, Suite 210**  
**Newport Beach, CA 92660**

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 **1<sup>st</sup> Day of July, 2015**.

**DISTRICT:****CONSULTANT:**

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

Signature

Stefanie P. Phillips, Ed.D.

Printed Name

Deputy Superintendent, Operations, CBO

Title

May 26, 2015

Board Approval Date

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

Signature

Charles Spicer

Printed Name

President

Title

47-1883311

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:

Hourly	\$ 54.00
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	\$
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	\$
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	\$
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This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Michelle Roth** hereinafter referred to as “CONSULTANT.”

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3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$38,880** and per attached fee schedule.  
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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.

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DISTRICT:

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

CONSULTANT:

**Michelle Roth**  
**208 N. Palm Dr.**  
**Beverly Hills, CA 90210**

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 **1<sup>st</sup> Day of July, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Stefanie P. Phillips, Ed.D.

\_\_\_\_\_  
Michelle Roth

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
May 26, 2015

\_\_\_\_\_  
Board Approval Date

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

FEE SCHEDULE:

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Hourly	\$ 54.00
	\$
	\$

## Consultant Agreement

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

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CONSULTANT:

**Joseph Cavins**  
**11132 Meads**  
**Orange, CA 92869**

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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, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Stefanie P. Phillips, Ed.D.

\_\_\_\_\_  
Joseph Cavins

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
May 26, 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:

Hourly	\$ 54.00
	\$
	\$

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Andrea Baird** 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: **Will provide mental health counseling for students.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016.**
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$77,760.** 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.**
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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.

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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.

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

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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 92701-6322**

**CONSULTANT:**

**Andrea Baird  
216 E. 20th Street  
Costa Mesa, CA 92627**

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Andrea Baird, M.A., LMFT

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

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

Deputy Superintendent, Operations, CBO

Licensed Marriage and Family Therapist

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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\_\_\_\_\_  
Board Approval Date

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**Santa Ana, CA 92701-6322**

CONSULTANT:

**De Vida Bell**  
**2913 El Camino Real, Suite 129**  
**Tustin, CA 92782**

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By:

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Signature

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Stefanie P. Phillips, Ed.D.

\_\_\_\_\_  
De Vida Bell

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

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

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

\_\_\_\_\_  
Licensed Clinical Social Worker

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
May 26, 2015

\_\_\_\_\_  
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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 Ave.**  
**Santa Ana, CA 92701**

CONSULTANT:

**Rodolfo Gomez**  
**5151 Walnut Avenue #27**  
**Irvine, CA 92604**

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, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Stefanie P. Phillips, Ed.D.

\_\_\_\_\_  
Rodolfo Gomez

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
May 26, 2015

\_\_\_\_\_  
553-75-7000

\_\_\_\_\_  
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:

Per Hour	\$ 54.00
	\$
	\$

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Monica Sedberry** 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: **Will provide mental health counseling for students.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016.**
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$77,760** 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.

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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 92701-6322**

CONSULTANT:

**Monica Sedberry**  
**1331 Camelot Dr.**  
**Corona, CA 92882**

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 **1<sup>st</sup> Day of July, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Stefanie P. Phillips, Ed.D.

\_\_\_\_\_  
Monica Sedberry

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

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

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

\_\_\_\_\_  
Licensed Clinical Social Worker

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
May 26, 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:

Hourly	\$ 54.00
	\$
	\$

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Frank A. Miscione** 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 mental health counseling to students.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to his AGREEMENT at total fee not to exceed **\$43,200** 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: **mileage**
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

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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.

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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.)**

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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.



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DISTRICT:

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

CONSULTANT:

**Frank A. Miscione**  
**12381 Charloma Dr.**  
**Tustin, CA 92780**

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, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Stefanie P. Phillips, Ed.D., CBO

\_\_\_\_\_  
Frank Miscione

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
May 26, 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:

Hourly rate	\$ 54.00
	\$
	\$

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Debra Solseng** 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;

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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.

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- (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:

**Debra Solseng**  
**2900 Bristol Street, J-204**  
**Costa Mesa, CA 92626**

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 **1<sup>st</sup> Day of July, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Stefanie P. Phillips, Ed.D.

\_\_\_\_\_  
Debra Solseng

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

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

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

\_\_\_\_\_  
Licensed Marriage Family Therapist

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
May 26, 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:

Hourly	\$ 54.00
	\$
	\$



## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Linda Robertson** 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 mental health counseling to students.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$38,880** 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: **mileage**
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 Ave.  
Santa Ana, CA 92701**

CONSULTANT:

**Linda Robertson  
912 Santa Ana St.  
Laguna Beach, CA 92651**

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 **1<sup>st</sup> Day of July, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Stefanie P. Phillips, Ed.D.

\_\_\_\_\_  
Linda Robertson

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
May 26, 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:

Per Hour	\$54.00
	\$
	\$

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Lisa Hartman** 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: **Will provide mental health counseling to students.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to his AGREEMENT at total fee not to exceed **\$25,920** 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: **Consultant will provide all supplies.** 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.

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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.

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

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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.

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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 Ave.  
Santa Ana, CA 92701**

CONSULTANT:

**Lisa Hartman  
20212 Big Bend Lane  
Huntington Beach, CA 92646**

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 **1<sup>st</sup> Day of July, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Stefanie P. Phillips, Ed.D., CBO

\_\_\_\_\_  
Lisa Hartman

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

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

\_\_\_\_\_  
Deputy Superintendent, Operations

\_\_\_\_\_  
Licensed Clinical Social Worker

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
May 26, 2015

\_\_\_\_\_  
299-82-7997

\_\_\_\_\_  
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:

Hourly rate	\$ 54.00
	\$
	\$

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Melody Foxx** 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: **Will provide mental health counseling for students.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$51,840** 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: **mileage**
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

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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 Ave.**  
**Santa Ana, CA 92701**

CONSULTANT:

**Melody Foxx**  
**1151 Dove St., #245**  
**Newport Beach, CA 92660**

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, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Stefanie P. Phillips, Ed.D.

\_\_\_\_\_  
Melody Foxx

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
May 26, 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:

Per Hour	\$54.00
	\$
	\$

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Maxine Langdon** 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 mental health counseling to students.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$77,760** 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: **mileage**
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 Ave.**  
**Santa Ana, CA 92701**

CONSULTANT:

**Maxine Langdon**  
**53010 Bantry Bay St.**  
**Lake Elsinore, CA 92532**

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 **1<sup>st</sup> Day of July, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Stefanie P. Phillips, Ed.D.

\_\_\_\_\_  
Maxine Langdon

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

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

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

\_\_\_\_\_  
Marriage and Family Therapist

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
May 26, 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:

Per Hour	\$ 54.00
	\$
	\$



## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Steven Moody** 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: **Will provide mental health counseling for students.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$38,880** and per attached fee schedule.  
DISTRICT shall pay CONSULTANT 30 days after receipts of consultant invoice and with approval of a District representative.
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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

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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.

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

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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.

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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.

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DISTRICT:

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

CONSULTANT:

**Steven Moody  
2070 Business Ctr. Dr., Suite 110  
Irvine, CA 92612**

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 **1<sup>st</sup> Day of July, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Stefanie P. Phillips, Ed.D.

\_\_\_\_\_  
Steven Moody

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
May 26, 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:

Hourly	\$ 54.00
	\$
	\$

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Janice L. Casteel** 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 Independent Educational Evaluations to special education students.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016** .
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$12,000** 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: **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  
Santa Ana, CA 92701**

CONSULTANT:

**Janice L. Casteel  
25281 Cabol Road, Suite 201  
Laguna Hills, CA 92653**

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, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Stefanie P. Phillips, Ed.D.

\_\_\_\_\_  
Janice L. Casteel

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

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

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

\_\_\_\_\_  
Psychologist

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
May 26, 2015

\_\_\_\_\_  
569-70-7652

\_\_\_\_\_  
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:

Not to exceed:	\$ 12,000
	\$
	\$

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Robert Patterson, Psy.D.**

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: **Independent Educational Evaluation (IEE) has been required from time to time to address Special Education due process differences in opinion regarding the assessment, eligibility and disability classification of students. A contract with a Licensed Educational Psychologist, independent of the District , is recommended to assist with staff, interviewing parents, conducting IEEs, writing reports, attending IEPs, developing hearing declarations and attending due process hearings.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016** .
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$15,000** 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: **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 Ave.**  
**Santa Ana, CA 92701**

## CONSULTANT:

**Robert Patterson, Psy.D.**  
**2030 E. 4<sup>th</sup> St., Ste. #122A**  
**Santa Ana, CA 92705**

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 **1<sup>st</sup> Day of July, 2015**.

## DISTRICT:

## CONSULTANT:

By:

By:

---

 Signature

---

 Signature

---

 Stefanie P. Phillips, Ed.D.

---

 Robert Patterson Psy.D.

---

 Printed Name

---

 Printed Name

---

 Deputy Superintendent, Operations, CBO

---

 Psychologist

---

 Title

---

 Title

---

 May 26, 2015

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 572-44-6625

---

 Board Approval Date

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 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:

All Services Hourly	\$ 250.00
	\$
	\$



## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Paul Alan Does, Ph.D., B.C.B.A.** 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 Psycho-educational Independent Educational Evaluations (IEE) to students.**

2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to his AGREEMENT at total fee not to exceed **\$4,600** 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: **No instances when district will be liable.**

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 provide all supplies.** 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.

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**(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.

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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:

**Paul Alan Does, Ph.D., B.C.B.A.  
2477 Congress Street, Suite 200  
San Diego, CA 92110**

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, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed.D.

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

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

Deputy Superintendent, Operations, CBO

\_\_\_\_\_  
Title

Psychologist

\_\_\_\_\_  
Title

May 26, 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:

Hourly rate	\$ 250.00
	\$
	\$

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Southern California College of Optometry** 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 vision assessment and therapy to special education student.
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to his AGREEMENT at total fee not to exceed **\$1,000** 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: **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  
Santa Ana, CA 92701**

CONSULTANT:

**Southern California College of Optometry  
2575 Yorba Linda Blvd.  
Fullerton, CA 92831**

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, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed.D.

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

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

Deputy Superintendent, Operations, CBO

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

May 26, 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:

Comprehensive Eye Exam	\$ 71.00
Visual Efficiency Exam	\$ 70.00
Visual Information Processing Exam	\$ 210.00
Dyslexia Exam	\$ 50.00
Vision Therapy Session	\$ 75.00/session
Missed Vision Therapy Session	\$ 30.00
General Equipment	\$ 25.00
Computer Equipment	\$ 150.00



## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Turning Point Center for Families** 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 counseling and therapeutic services for students in need of mental health support.**

2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to his AGREEMENT at total fee not to exceed **\$35,000** 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: **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:

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:

**Turning Point Center for Families  
2101 E. 4<sup>th</sup> St., Suite 150 B  
Santa Ana, CA 92705**

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 **1<sup>st</sup> Day of July, 2015.**

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed.D.

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

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

Deputy Superintendent, Operations, CBO

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

May 26, 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:

Per Counselor	\$ 1,052
	\$
	\$



## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **West Shield Adolescent Services** 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: **This consultant will provide transport and support services for special education students placed at Residential Treatment Centers..**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$10,000** 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: **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 Ave.  
Santa Ana, CA 92701**

CONSULTANT:

**West Shield Adolescent Services  
16033 Bolsa Chica St. #104350  
Huntington Beach, CA 92649**

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, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed.D.

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

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

Deputy Superintendent, Operations, CBO

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

May 26, 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:

Primary Agent	\$81
Back-up Agent	\$57
Case Administration	\$70

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Michael A. Perry dba Positive Youth Interventions** 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 staff with training in de-escalating aggressive behavior; bullying and violence/trauma prevention/intervention.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016** .
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed \$20,000 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: **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: **Printing/workbook materials.** 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 92701-6322**

CONSULTANT:

**Michael A. Perry**  
**9852 W. Katella Ave. #310**  
**Anaheim, CA 92804**

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 **1<sup>st</sup> Day of July, 2015** .

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Stefanie P. Phillips, Ed.D.

\_\_\_\_\_  
Michael A. Perry

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

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

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

\_\_\_\_\_  
Senior Trainer/Consultant

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
May 26, 2015

\_\_\_\_\_  
545-86-5322

\_\_\_\_\_  
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:

Hourly	\$ 187.50
	\$
	\$

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Cindy Cottier dba Augmentative Communication Therapies** 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: **Will provide an Augmentative Alternative Communication Evaluation/Independent Educational Evaluation for a special education student.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$5,000** 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: **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 92701-6322**

CONSULTANT:

**Cindy Cottier  
960 E. Green St. #203  
Pasadena, CA 91106**

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 **1<sup>st</sup> Day of July, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Stefanie P. Phillips, Ed.D.

\_\_\_\_\_  
Cindy Cottier

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

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

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

\_\_\_\_\_  
Augmentative Communication/Assistive

\_\_\_\_\_  
Technology Specialist

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
May 26, 2015

\_\_\_\_\_  
571-84-6176

\_\_\_\_\_  
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:

Evaluation Rate	\$950.00
Consultation, meetings, and training	\$155.00

# Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **TCG Leadership Development Corporation dba The Cosca Group** 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: **Will review special education preschool assessment procedures for quality and compliance. Consultant will also provide nonpublic school/residential treatment center case management and administrative support to the ED programs at Adams.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$5,000** 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: **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 92701-6322**

**CONSULTANT:**

**The Cosca Group**  
**44625 Adobe Dr.**  
**Hemet, CA 92544**

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 **1<sup>st</sup> Day of July, 2015**.

**DISTRICT:****CONSULTANT:**

By:

By:

\_\_\_\_\_  
Signature\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed.D.

Jeanne C. Davis, Ed.D.

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

Deputy Superintendent, Operations, CBO

Partner

\_\_\_\_\_  
Title\_\_\_\_\_  
Title

May 26, 2015

33-0972414

\_\_\_\_\_  
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:

Daily Rate:	\$ 900.00
-------------	-----------

	\$
--	----

	\$
--	----

	\$
--	----



## Consultant Agreement

This **AGREEMENT** is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as "**DISTRICT**" and **Kimberley Palmiotto** 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**: **Will provide a neuro-educational evaluation of a student to include assessment in the areas of cognitive processing and academics, as well as observation of the student, interviews and review of records. Following the evaluation, Consultant will provide the IEP team with a detailed written report of the findings, with recommendations and suggestions. Consultant will attend up to two IEP team meetings at which the results of the evaluation or the attendant recommendations and suggestions are discussed. Time for attendance at any IEP team meeting will be billed at the hourly rate set forth below.**

2. Term. **CONSULTANT** shall commence providing services under this **AGREEMENT** on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.

3. Compensation. **DISTRICT** agrees to pay the **CONSULTANT** for services satisfactorily rendered pursuant to this Agreement at total fee not to exceed **\$3,500** 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 with- out 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 policy of 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 92701-6322**

**CONSULTANT:**

**Kimberley Palmiotto, LPC, LEP  
2850 East Mesa Verde Drive, Suite E  
Costa Mesa, CA 92626**



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, comprising six pages including this signature page, is entered into this **1<sup>st</sup> day of July, 2015**.

**District:**

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

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

Deputy Superintendent, Operations

\_\_\_\_\_  
Title

May 26, 2015

\_\_\_\_\_  
Board Approval Date  
Identification

**Consultant:**

By: S

  
\_\_\_\_\_  
Signature  
Kimberley Palmiotto

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

Educational Psychologist

\_\_\_\_\_  
Title

200-41-4402

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

**FEE SCHEDULE:**

The DISTRICT shall pay the CONSULTANT for actual services rendered. Services shall be billed as shown below:

Neuro-Educational Evaluation and report	\$2,950.00
Attendance at IEP team meetings	\$150.00/hour



## 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 **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
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: **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**

**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.

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, 2015**.

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

May 26, 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.



## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Dr. Natasha Adamo** 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: **Will provide an independent educational evaluation in psychological/educational areas for a special education student.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$4,000** 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: **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 92701-6322**

CONSULTANT:

**Natasha Adamo  
28321 Las Cabos  
Laguna Niguel, CA 92677**

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 **1<sup>st</sup> Day of July, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Stefanie P. Phillips, Ed.D., CBO

\_\_\_\_\_  
Natasha Adamo

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

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

\_\_\_\_\_  
Deputy Superintendent, Operations

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
May 26, 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:

Hourly	\$ 150.00
	\$
	\$



## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Scott W. Larson** 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: **Will provide an independent psycho-educational evaluation to a special education student, including IEP attendance.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$3,000.00** 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

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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.)**

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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 92701-6322**

CONSULTANT:

**Scott W. Larson, Ph.D.  
1151 Dove Street, Suite 240  
Newport Beach, CA 92660**

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 **1<sup>st</sup> Day of July, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed.D., CBO

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

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

Deputy Superintendent, Operations

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

May 26, 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:

Hourly	\$ 160.00
	\$
	\$

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Stepping Stones Therapy, 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: **Will provide an independent educational evaluation in the area of speech and language to a special education student, including IEP attendance.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$3,600.00** 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.)**

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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.

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DISTRICT:

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

CONSULTANT:

**Stepping Stones Therapy, Inc.  
3900 Birch Street, 103  
Newport Beach, CA 92660**

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 **1<sup>st</sup> Day of July, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed.D., CBO

Brock Tropea

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

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

Deputy Superintendent, Operations

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

May 26, 2015

11-3833237

\_\_\_\_\_  
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:

Hourly	\$ 150.00
	\$
	\$

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Fitness 19 CA 202 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: **Will provide fitness gym membership accounts and access to facilities to Adult Transition students.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$1,950** 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 92701-6322**

CONSULTANT:

**Fitness 19 CA 202 LLC  
1845 E. Chapman Ave.  
Orange, CA 92867**

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 **1<sup>st</sup> Day of July, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed.D.

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

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

Deputy Superintendent, Operations, CBO

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

May 26, 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:

Not to exceed: \$1,950.00

\$

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **CareerStaff Unlimited, Inc. dba ProCare One Nurses** 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 Registered Nurses (RNs) and Licensed Vocational Nurses (LVNs) services to ensure all students’ medical needs are met.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$66,000** 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: **Travel and mileage.**
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 92701-6322**

**CONSULTANT:**

**CareerStaff Unlimited, Inc. dba ProCare  
One Nurses  
4041 MacArthur Blvd. #150  
Newport Beach, CA 92660**

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, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed.D.

CareerStaff Unlimited, Inc. dba ProCare One

Nurses

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

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

Deputy Superintendent, Operations, CBO

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

May 26, 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:

Rate:

\$ 600.00



## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Anne Delfosse** 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: **Will provide Common Core training for Speech Pathologists.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016.**
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$800.** 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.)**

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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 92701-6322**

CONSULTANT:

**Anne Delfosse  
12 Circle Hill Ct.  
Laguna Niguel, CA 92677-5902**

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, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed.D.

Anne Delfosse

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

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

Deputy Superintendent, Operations, CBO

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

May 26, 2015

\_\_\_\_\_  
Board Approval Date

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

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Progressus Therapy, LLC (“Progressus”)** 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: **Speech- Language Pathology services to students.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016.**
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$44,268** 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: **Mileage not to exceed \$1,500.**
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 92701-6322**

CONSULTANT:

**PROGRESSUS THERAPY, LLC  
75 Remittance Drive, Suite 6221  
Chicago, IL 60675-6221**

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 **1<sup>st</sup> Day of July, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed.D.

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

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

Deputy Superintendent, Operations, CBO

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

May 26, 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:

Hourly	\$
<b>Speech-Language Pathologist, CCC-SLP or CF-SLP</b>	\$71.00 per hour
<b>Bilingual Speech-Language Pathologist, CCC-SLP or CF-SLP</b>	\$72.00 per hour
	\$



## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Sula Goldenberg** 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: **Will provide mental health counseling for students.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$43,200** 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 92701-6322**

CONSULTANT:

**Sula Goldenberg  
161 Fashion Lane, Suite 110  
Tustin, CA 92780**

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 **1<sup>st</sup> Day of July, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Stefanie P. Phillips, Ed.D.

\_\_\_\_\_  
Sula Goldenberg

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

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

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

\_\_\_\_\_  
Licensed Marriage and Family Therapist

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
May 26, 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:

Hourly	\$ 54.00
	\$
	\$

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Jena Reynolds** 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: **Will provide mental health counseling for students.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016.**
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$73,440** 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 92701-6322**

CONSULTANT:

**Jena Reynolds  
P.O. Box 5752  
Orange, CA 92863**

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 **1<sup>st</sup> Day of July, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Stefanie P. Phillips, Ed.D.

\_\_\_\_\_  
Jena Reynolds

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

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

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

\_\_\_\_\_  
M.S., MFT

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
May 26, 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:

Hourly	\$ 54.00
	\$
	\$

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Tara Lowe** 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: **Will provide mental health counseling for students.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$54,000** 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: **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 92701-6322**

CONSULTANT:

**Tara Lowe  
1400 Solvay Aisle  
Irvine, CA 92606**

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 **1<sup>st</sup> Day of July, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Stefanie P. Phillips, Ed.D.

\_\_\_\_\_  
Tara Lowe

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

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

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

\_\_\_\_\_  
Licensed Marriage and Family Therapist

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
May 26, 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:

Hourly	\$ 54.00
	\$
	\$



## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Abby Rozenberg** 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: **Independent educational evaluation of special education student including attendance at an IEP meeting.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$4,000** 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: **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  
Santa Ana, CA 92701**

CONSULTANT:

**Abby Rozenberg  
2900 Bristol Street, Suite B103  
Costa Mesa, CA 92626**

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 **1<sup>st</sup> Day of July, 2015.**

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Stefanie P. Phillips, Ed.D.

\_\_\_\_\_  
Abby Rozenberg

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

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

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

\_\_\_\_\_  
Speech & Language Pathologist

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
May 26, 2015

\_\_\_\_\_  
52-2450106

\_\_\_\_\_  
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:

Assessment	\$ 1,400
IEP Attendance	\$ 135/hour
	\$

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Jarice Butterfield** 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 a training to special education staff on new reclassification procedures for students with disabilities.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$1,000** 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: **Travel and mileage.**
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 92701-6322**

CONSULTANT:

**Jarice Butterfield  
340 Alisal Rd. #314  
Solvang, CA 93464**

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, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Stefanie P. Phillips, Ed.D.

\_\_\_\_\_  
Jarice Butterfield

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

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

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

\_\_\_\_\_  
Santa Barbara County SELPA

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
May 26, 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:

Rate:

\$ 600.00

## Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Dr. Robin Morris** 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 psycho-educational independent educational evaluations for special education students.
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to his AGREEMENT at total fee not to exceed **\$4,000** 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: **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**.

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DISTRICT:

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

CONSULTANT:

**Dr. Robin Morris  
26440 La Alameda, #220  
Mission Viejo, CA 92691**

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 **1<sup>st</sup> Day of July, 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Stefanie P. Phillips, Ed.D.

\_\_\_\_\_  
Sheila Doctors

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

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

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

\_\_\_\_\_  
Consultant, DHH Specialist

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
May 26, 2015

\_\_\_\_\_  
20-2217328

\_\_\_\_\_  
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:

Consultant Services	\$ 150.00
Expert Witness	\$ 200.00
Mileage	\$ .56 per mile

## **AGENDA ITEM BACKUP SHEET**

**May 26, 2015**

### **Board Meeting**

**TITLE:** Authorization to Renew Subscriptions with The Ware Group for 2015-16 School Year

**ITEM:** Action

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

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

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#### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board authorization to renew the existing online subscription for Lexia Reading with The Ware Group for 2015-16 school year.

#### **RATIONALE:**

Currently, twenty-nine elementary and six intermediate schools have subscriptions to Lexia Reading with The Ware Group. This program is used as part of the overall reading improvement strategies of the subscribing schools. By consolidating all of the school orders together into one renewal the subscription for Lexia Reading will provide a cost savings to the District in the form of a multiple-site bulk discount.

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

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

#### **FUNDING:**

Various Site Funding: \$130,550.40

#### **RECOMMENDATION:**

Approve the authorization to renew subscription with The Ware Group for 2015-16 school year.



**Send orders to:** The Ware Group  
PO Box 9154  
La Jolla, CA 92038

**Fax orders to:** 253.550.2243

**Inquiries:** Peter Dougherty  
800.399.2635

**Cost to get all Santa Ana Lexia licenses to co-expire on 6/30/2016**

School	Current # Licenses	Cost for hosting through 6/30/2016	10% Savings	Total per School
Adams	400	\$ 1,296.00	-\$ 129.60	\$ 1,166.40
Carl Harvey	150	\$ 972.00	-\$ 97.20	\$ 874.80
Carver	unlimited	\$ 8,500.00	-\$ 850.00	\$ 7,650.00
Davis	750	\$ 4,860.00	-\$ 486.00	\$ 4,374.00
Diamond		\$ 8,500.00	-\$ 850.00	\$ 7,650.00
Edison	450	\$ 2,916.00	-\$ 291.60	\$ 2,624.40
Esqueda	500			
Franklin	250	\$ 1,620.00	-\$ 162.00	\$ 1,458.00
Fremont	Unlimited	\$ 8,500.00	-\$ 850.00	\$ 7,650.00
Garfield	Unlimited	\$ 8,500.00	-\$ 850.00	\$ 7,650.00
Greenville				
Heninger	650	\$ 4,212.00	-\$ 421.20	\$ 3,790.80
Heroes	300	\$ 1,944.00	-\$ 194.40	\$ 1,749.60
Hoover	250	\$ 1,620.00	-\$ 162.00	\$ 1,458.00
James Madison	250	\$ 1,350.00	-\$ 135.00	\$ 1,215.00
Jackson	800	\$ 5,184.00	-\$ 518.40	\$ 4,665.60
Kennedy	Unlimited	\$ 5,666.67	-\$ 566.67	\$ 5,100.00
Lincoln	Unlimited	\$ 4,958.33	-\$ 495.83	\$ 4,462.50
Martin	300	\$ 1,944.00	-\$ 194.40	\$ 1,749.60
Monte Vista	250	\$ 1,620.00	-\$ 162.00	\$ 1,458.00
Remington		\$ 8,500.00	-\$ 850.00	\$ 7,650.00
Santiago	350	\$ 2,268.00	-\$ 226.80	\$ 2,041.20
Sepulveda		\$ 8,500.00	-\$ 850.00	\$ 7,650.00
Taft	890	\$ 2,851.00	-\$ 285.10	\$ 2,565.90
Thorpe		\$ 8,500.00	-\$ 850.00	\$ 7,650.00
Washington	unlimited	\$ 8,500.00	-\$ 850.00	\$ 7,650.00
Wilson	unlimited	\$ 8,500.00	-\$ 850.00	\$ 7,650.00
Rooseve;t	unlimited	\$ 8,500.00	-\$ 850.00	\$ 7,650.00
Villa Intermediate	400	\$ 2,592.00	-\$ 259.20	\$ 2,332.80
Spurgeon Intermediate	250	\$ 1,620.00	-\$ 162.00	\$ 1,458.00
Sierra Intermediate	250	\$ 1,620.00	-\$ 162.00	\$ 1,458.00
McFadden Intermediate	430	\$ 2,786.00	-\$ 278.60	\$ 2,507.40
Willard Intermediate	150	\$ 972.00	-\$ 97.20	\$ 874.80
Carr Intermediate	800	\$ 5,184.00	-\$ 518.40	\$ 4,665.60
Subtotal		\$ 145,056.00	-\$ 14,505.60	\$ <b>130,550.40</b>
Less: District savings		-\$ 14,505.60		
Total for renewal		\$ <b>130,550.40</b>		

## Lexia Reading Core5<sup>®</sup> Research Report: August 2014 – December 2014 Student Program Usage and Gains: Santa Ana Unified School District

Data compiled and analyzed by the Education and Research Team ([research@lexialearning.com](mailto:research@lexialearning.com))

### Program Description

Lexia Reading Core5<sup>®</sup> (Core5) provides an explicit, systematic, personalized learning experience and delivers norm-referenced performance data and analysis without interrupting the flow of instruction to administer a test. Aligned to the Common Core State Standards, this research-proven, technology-based system accelerates reading skills development, predicts students' end-of-year performance, and provides teachers with data-driven action plans, lessons, and skill builders to help differentiate instruction.

Lexia Reading provides individualized learning that is both student-driven and teacher-directed.

#### Student-Driven

- Independent, adaptive learning on foundational reading skills
- Explicit, systematic instruction that scaffolds students as they struggle and advances them to higher levels as they demonstrate proficiency

#### Teacher-Directed

- Differentiated instructional materials for all students based on their performance in the program
- Individualized, data-driven action plans that focus teacher time
- Easy to use reports prescribe the instructional intensity needed to help students reach end-of-year goals

### Sample Selection and Description

The sample of students in this report consisted of 2,716 kindergarten-fifth graders from 19 schools in Santa Ana Unified School District<sup>1</sup>. These students used Core5 between August and mid-December 2014, with up to 18 weeks of use. Additionally, students used the program for at least 30 days and at least 10 minutes per week. Core5's Auto Placement determined an appropriate starting level in the program consistent with each student's performance. The program is organized into grade levels of material and a student could place in: PreK (Level 1), K (Levels 2-5), 1st grade (Levels 6-9), 2nd grade (Levels 10-12), 3rd grade (Levels 13-14), 4th grade (Levels 15-16), or 5th grade (Levels 17-18). In this sample, 49% of Santa Ana Core5 first-fifth graders began the school year needing to review skills two or more grade levels below their grade (e.g., second grader working on K skills), qualifying them as *at-risk for reading failure*. This report presents usage and gains information for all 2,716 K-5<sup>th</sup> grade students, as well as progress for high fidelity students within the sample.

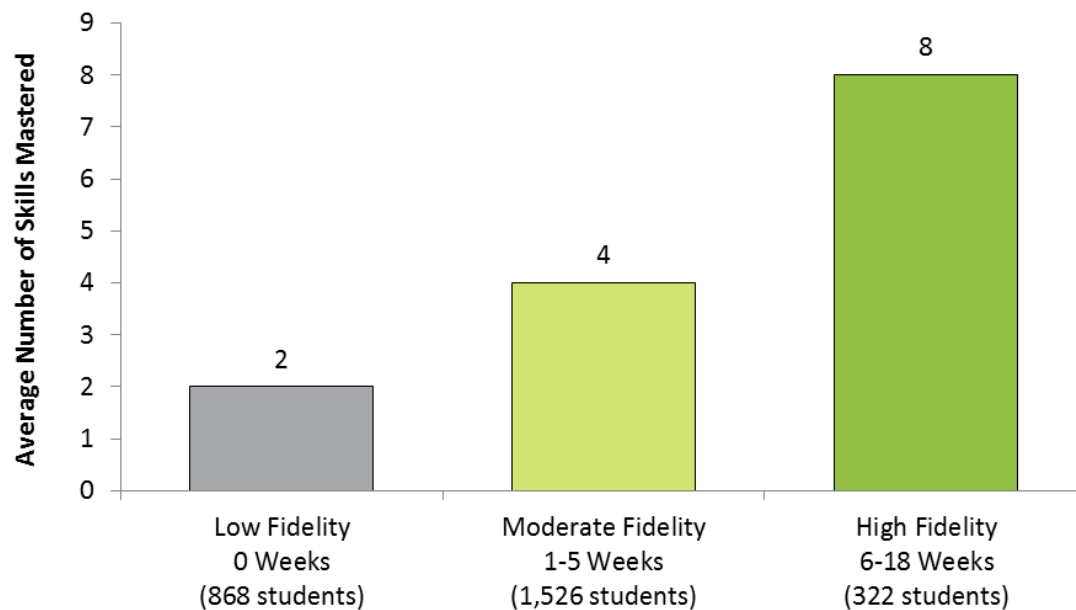
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<sup>1</sup> Schools with fewer than 30 eligible students were excluded from this report.

## Analysis 1: Skill Mastery by Usage

In Lexia Reading Core5, students advance through the program by completing activities (i.e., skills) such as initial/final consonants discrimination, silent-e word construction, and sight word recognition. Skills are organized in the program by grade level of the material and mastery of skills is required to advance. Based on real-time performance data from students' work in these skills, Core5 provides a monthly Prescription of Intensity. This Prescription includes weekly recommended minutes on the software, designed to increase the student's likelihood of completing skills in Core5 to achieve that student's end-of-year benchmark. For this report, meeting recommended use for at least six of the eligible weeks is considered a high fidelity implementation. Core5 Santa Ana students, with varying levels of intensity on the program, showed differences in their progress. The graph below compares the average number of skills mastered by all students from three usage categories. On average, students who had high fidelity completed **more than twice** as many skills as students with lower levels of fidelity. Santiago, Washington, and Jackson showed the highest average skills mastered.

**Figure 1. Comparing Students' Progress in Core5 by Intensity of Software Use (N=2,716)**



## Analysis 2: Student Progress for All Moderate and High Fidelity Students

Of the 2,716 Lexia Reading Core5 students in this sample, 1,848 had moderate or high fidelity (met their recommended usage for at least one week), qualifying them for Analysis 2. The table below present student progress in Core5 during Fall 2014. As described above, Core5 is organized into different grade levels of material (GLM). Students could be working on skills above, in, or below their grade level. During Fall 2014, the percentage of moderate and high fidelity students working on skills in or above their grade level **increased from 14% to 26%**.

The table below presents two rows per grade that compare the percentage of students working at each grade level status from their initial placement (Start Level) to their status in mid-December (Dec Level). The bold green line indicates reaching each grade's end-of-year benchmark.

**Table 1. Percent of Moderate and High Fidelity Students in each Grade Level Status**

		2+ GLM Below	1 GLM Below	In GLM	Above GLM
<b>Kindergarten Students</b> (316)	<b>Start Level</b>	n/a	79%	20%	1%
	Dec Level	n/a	34%	64%	2%
<b>First Graders</b> (408)	<b>Start Level</b>	22%	54%	23%	<1%
	Dec Level	5%	59%	34%	1%
<b>Second Graders</b> (414)	<b>Start Level</b>	42%	45%	11%	1%
	Dec Level	29%	52%	17%	2%
<b>Third Graders</b> (269)	<b>Start Level</b>	70%	28%	2%	<1%
	Dec Level	59%	37%	4%	<1%
<b>Fourth Graders</b> (274)	<b>Start Level</b>	89%	5%	5%	—
	Dec Level	80%	12%	8%	—
<b>Fifth Graders</b> (167)	<b>Start Level</b>	78%	13%	10%	—
	Dec Level	75%	13%	12%	<1%
<b>All Students</b> (1,848)	<b>Start Level</b>	45%	42%	13%	1%
	Dec Level	35%	39%	25%	1%

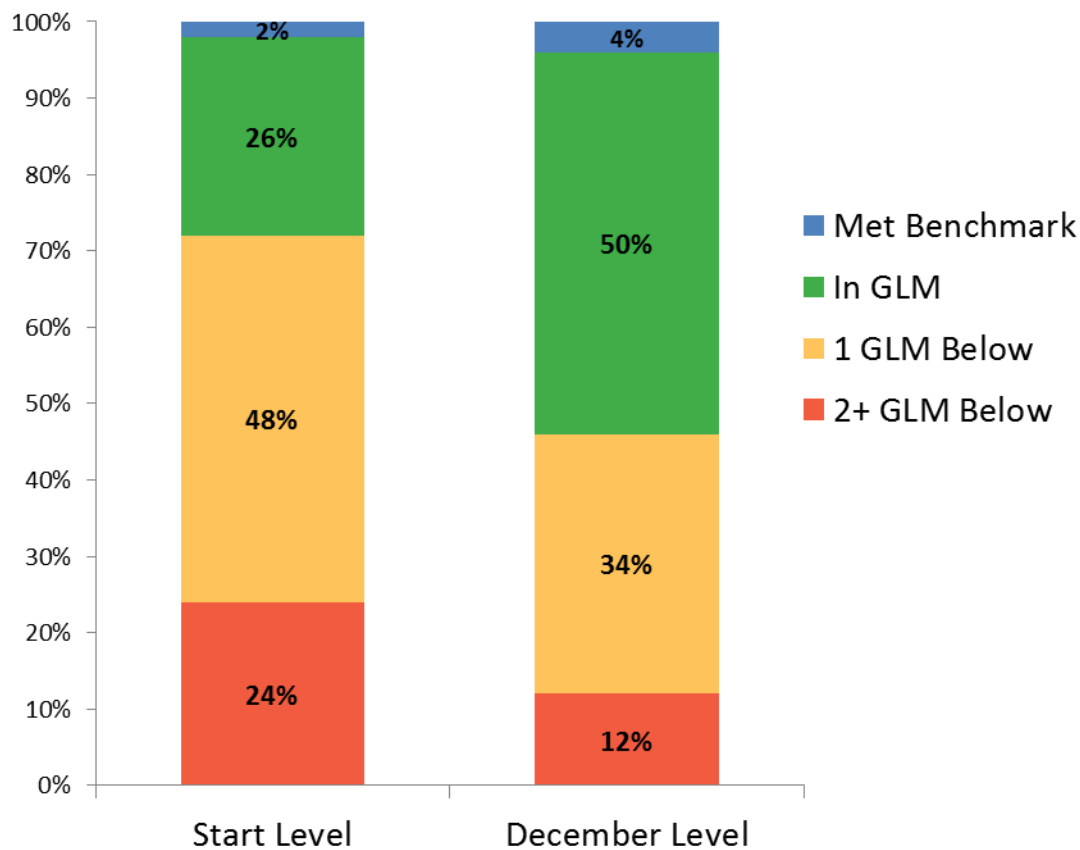
Note: Totals may not equal 100% due to rounding.



### Analysis 3: Progress in Core5 for Only High Fidelity Students

A sub-sample of 322 students used Core5 with high fidelity. Core5 provided these students with the opportunity to practice and master numerous reading skills to make substantial gains in Core5. By using Core5 near or above recommended levels, the percent of students working on skills in or above their grade level increased **from 28% to 54% in just a few months**. District and school leaders in Santa Ana should continue to support and increase Core5 implementation to help more students reach levels of high fidelity and ensure their success.

**Figure 2. Change in Grade Level Status for High Fidelity Students (N=322)**



### Analysis 4: Differentiated, Data-driven Instruction

Lexia Learning's Assessment Without Testing® online tool (myLexia.com) provides teachers with detailed student data so they can analyze student performance and match instruction to each student's needs. Reporting features support teachers' abilities to differentiate instruction by identifying and grouping students who have similar skill gaps. During Fall 2014, 330 staff members the 19 Santa Ana schools logged in at least once, of which about two-thirds logged in at least monthly. Notably, 60 staff members logged in over 20 times, which suggests at least one visit to myLexia each week.



**AGENDA ITEM BACK-UP SHEET**  
**May 26, 2015**

**Board Meeting**

**TITLE:** Authorization to Utilize Piggyback Contract for Purchase of Classroom and Office Furniture

**ITEM:** Action

**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:**

On February 17, 2015, the Glendale Unified School District entered into a piggyback Contract No. P-16 14/15, which grants local government agencies the ability to purchase classroom and office furniture under their awarded contracts. The contracts also provided that they would continue in effect until termination by the Glendale Unified School District for a period not to exceed five years, renewable yearly thru February 2020. Use of this contract has been reviewed and approved by Orange County Department of Education Legal Services.

The District may, without going to bid, utilize such contracts pursuant to California Public Contract Code Sections 20118 and 10298. The contract prices offered under Glendale Unified School District Bid No. P-16 14/15, have been assessed to be fair, reasonable and competitive. Staff has determined that it is in the best interest of the District to utilize these contracts as allowed under Contract No. P-16 14/15

**RATIONALE:**

The purpose of this agenda item is to seek Board approval to utilize piggyback contract awarded by Glendale Unified School District for the purchase of classroom and office furniture.

**FUNDING:**

Budgeted Funds as requested

**RECOMMENDATION:**

Authorize staff to utilize contracts awarded under Glendale Unified School District Bid No. P-16 14/15 for the purchase of classroom and office furniture.



## AGENDA ITEM BACKUP SHEET

May 26, 2015

### Board Meeting

**TITLE:** Approval of Head Start Budget Adjustment No. 1 for 2014-15 Program Year

**ITEM:** Action

**SUBMITTED BY:** Michelle Rodriguez, Ed.D., Assistant Superintendent, K-12 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 for the Head Start Budget Adjustment No. 1 for the 2014-15 program year. The Board is the governing body of the Head Start Program, and must ensure that appropriate internal controls are established and implemented to safeguard Federal funds in accordance with 45 Code of Federal Regulations (CFR) 1301.13.

Under the Head Start Act 642(c)(1)(E)(VII), the Board is responsible for the following: (a) approving financial management, (b) accounting, (c) reporting policies, and (d) compliance with laws and regulations related to financial statements including: (aa) approval of all major financial expenditures of the agency; (bb) annual approval of the operating budget of the agency. All budget adjustments must be approved by the Board.

#### RATIONALE:

In the 2014-15 Head Start Basic Budget there are projected savings in the personnel section of the budget in the amount of \$90,000.00. This is due to open positions, employees on unpaid leaves of absence or differential pay, and newly-hired employees at lower salary or benefit levels. As a result, a budget adjustment is needed to transfer funds from personnel to non-personnel program expenses. The funds will be utilized to increase the quality of the program, specifically in the areas of facilities, classroom and office supplies, and transition to kindergarten, field trips, and other program needs.

Current		Adjustment	
Personnel	\$90,000.00	Supplies (Instructional, Office, Custodial)	\$70,000
		Mitchell Playground and Restroom Remodeling	\$2,000
		Field Trips	\$6,000
		Playground Maintenance (Surfacing, Painting)	\$4,000
		Outside Toy Shed (Edison and Jackson)	\$8,000
		<b>Total</b>	<b>\$90,000</b>

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

**FUNDING:**

Orange County Head Start, Inc.: \$90,000.00

**RECOMMENDATION:**

Approve the Head Start Budget Adjustment No. 1 for the 2014-15 program year.

**Orange County Head Start, Inc.**  
**Budget Adjustment & Request for Advance Approvals**  
**Head Start & State Preschool Delegate Agencies and School Districts**

Name of Delegate Agency <b>Santa Ana Unified School District</b>		Fiscal Year <b>2014/2015</b>	Date of Request <b>05/26/15</b>	Effective Date
Funding Source (HS Basic, HS T&TA, EHS Basic, etc.) <b>HS Basic</b>	Nature of Funding <b>Permanent</b>	DA Assigned Number <b>8</b>	BAR Number (Grantee Use)	

**Justification of Budget Adjustment and/or Request for Advance Approvals:**

1. Describe the purpose of the proposed change(s), including:
  - a) What is the impact of the proposed change on program operations currently in place?
  - b) How will the change(s) impact the organizational structure in terms of the agency's ability to deliver services?
2. Do the budget changes that support the request meet fiscal accountability as they relate to (a) allowable, (b) necessary, (c) reasonable, and (d) allocable?
3. What alternative(s) were considered before proposing the changes?
4. How will the alternative chosen improve the delivery of services to children and families?
5. Describe how the proposed changes conform to Federal and/or State regulations.

Head Start 2014/2015, Budget Adjustment #1		
Line Item	Savings/Needed	Reason
<b>a. PERSONNEL</b>		
1. Program Managers & content Area Experts	4,152.00	Due to raises, retro 2013/14 and 2014/15
2. Teachers	(46,492.00)	In spite of raises, there is still an excess of funds. New teachers hired since the original budget entered at a lower level on the Salary Scale. Several have been out on extended family or medical leaves or leave of absence with reduced or no pay. Some positions have been filled, then others vacated. Currently 1 Lead Teacher position open.
5. Teacher Aides	(44,752.00)	In spite of raises, there is still an excess of funds. Started year with 3 vacancies. 2 have been filled, but 1 TA promoted to Teacher, so still 2 vacancies, though one is in process. One TA out on unpaid family leave through end of year.

**APPROVALS**

Grantee Program Office and Date Signed	
DA Policy Committee (Auth. Rep.) and Date Signed	Quality Systems Unit and Date Signed
DA -- Signature of Authorized Board Member and Date Signed	Div. Director, Finance and Administration and Date Signed

7. Disabilities Services Personnel	(29,654.00)	Has been out on maternity then family leave.
10. Program Managers & content Area Experts	3,828.00	Due to raises, retro 2013/14 and 2014/15
11. Other Family & Community Partnership Personnel	13,632.00	Due to raises, retro 2013/14 and 2014/15
13. Head Start Director	5,496.00	Due to raises, retro 2013/14 and 2014/15
16. Clerical Personnel	405.00	Due to raises, retro 2013/14 and 2014/15, less differential pay for family leave
17. Fiscal Personnel	(18,976.00)	Fiscal Assistant I was hired at a lower level on the salary scale, Fiscal Assistant II position has been a vacancy since end of January.
19. Maintenance Personnel	3,221.00	Due to raises, retro 2013/14 and 2014/15
21. Other Personnel: Substitutes	99,140.00	Additional funds needed to cover substitutes at each site.
<b>Sub-total Salaries (6a)</b>	<b>(10,000.00)</b>	
<b>b. FRINGE BENEFITS</b>		
1. Social Security, State Disability, SUI	(4,819.00)	Due to vacancies, leaves listed above
2. Health/Dental/Life Insurance	(78,188.00)	Due to vacancies, leaves listed above
3. Retirement	(7,825.00)	Increase in %, but excess due to vacancies, leaves
4. Other Fringe: Medicare, Workers Comp., Retiree Benefits	10,832.00	Workers Comp decrease from 1.72% to 1.43% as of September 2014, Retiree benefits increase from 2.68% to 4.35% as of January 2015.
<b>Sub-total Fringe Benefits (6b)</b>	<b>(80,000.00)</b>	
<b>Total Personnel &amp; Benefits</b>	<b>(90,000.00)</b>	<b>Total Available</b>

## APPROVALS

DA Policy Committee (Auth. Rep.) and Date Signed	Grantee Program Office and Date Signed
DA -- Signature of Authorized Board Member and Date Signed	Quality Systems Unit and Date Signed
	Div. Director, Finance and Administration and Date Signed



<b>e. SUPPLIES</b>		
1. Office Supplies	5,000.00	Additional supplies
2. Child and Family Services Supplies	65,000.00	Chairs, tables and other furnishings have been replaced at most sites, reducing the amount available for classroom supplies and other outdated items that need to be replaced, including some computers.
5. 2 storage sheds	8,000.00	Outside Toy Sheds are needed at Edison and Jackson.
<b>Sub-total Supplies (6e)</b>	<b>78,000.00</b>	
<b>f. Contractual</b>		
4. Child Transportation Services	6,000.00	Additional funds needed for Field Trip Transportation and admissions
<b>Sub-total Contracts (6f)</b>	<b>6,000.00</b>	
<b>h. Other</b>		
6. Building Maintenance/Repair and Other Occupancy	6,000.00	Broadway Children's Restroom Remodeling, \$2,000; Monte Vista Playground Maintenance (Surfacing, painting), \$4,000.
<b>Sub-Total Other (6h)</b>	<b>6,000.00</b>	
<b>i. Total Non-Personnel</b>	<b>90,000.00</b>	<b>Total Needed</b>
<b>Difference</b>	<b>-</b>	

## APPROVALS

	Grantee Program Office and Date Signed
DA Policy Committee (Auth. Rep.) and Date Signed	Quality Systems Unit and Date Signed
DA -- Signature of Authorized Board Member and Date Signed	Div. Director, Finance and Administration and Date Signed

**EXHIBIT A**

**Orange County Head Start, Inc.  
Budget Adjustment & Request for Advance Approvals  
Head Start Delegate Agencies**

Name of Delegate Agency <b>Santa Ana Unified School District</b>		Fiscal Year <b>2014/2015</b>	Date of Request <b>05/26/15</b>	Effective Date
Funding Source (HS Basic, HS T&TA, etc.) <b>HS Basic</b>	Nature of Funding <b>Permanent</b>	DA Assigned Number <b>8</b>	BAR Number (Grantee Use)	
Director or Authorized Representative (Type Name and Title) <b>Charlotte Ervin, Head Start Coordinator</b>	<b>Budget Summary, Program Operation</b>			
Contact Person for Questions (Type Name and Phone Number) <b>Dorothy Hinshaw, 714-558-5823</b>	Approved Funding <b>3,325,719</b>	BAR, Pending <b>-</b>	This Request + (-) <b>-</b>	Adjusted Budget <b>3,368,953</b>

**GABI Line Item Budget for Head Start**

Santa Ana Unified School District, 2014/2015, HS Basic, Permanent, 8	<b>Program Operation</b>			
<b>Line Item</b>	<b>Current Budget</b>	<b>BAR Pending Approval</b>	<b>This Request Adjustments +(-)</b>	<b>Proposed Adjusted Budget</b>

**a. PERSONNEL****Child Health and Developmental Services Personnel**

1	Program Managers & content Area Experts	68,280		4,152	72,432
2	Teachers/Infant Toddler Teachers	1,060,321		(46,492)	1,013,829
3	Family Child Care Personnel				-
4	Home Visitors				-
5	Teacher Aides & Other Education Personnel	192,089		(44,752)	147,337
6	Health/Mental Health Services Personnel				-
7	Disabilities Services Personnel	62,315		(29,654)	32,661
8	Nutrition Services Personnel				-
9	Other Child Services Personnel				-

**Family and Community Partnerships Personnel**

10	Program Managers & content Area Experts	63,096		3,828	66,924
11	Other Family & community Partnerships Personnel	308,775		13,632	322,407

**Program Design and Management Personnel**

12	Executive Director/Other Supervisor of HS Director				-
13	Head Start/Early Head Start Director	90,288		5,496	95,784
14	Managers				-
15	Staff Development				-
16	Clerical Personnel	89,459		405	89,864
17	Fiscal Personnel	88,510		(18,976)	69,534
18	Other Administrative Personnel				-
19	Maintenance Personnel	72,988		3,221	76,209
20	Transportation Personnel				-
21	Other Personnel: Subs	16,202		99,140	115,342
	Other Write-in Line Items				-
<b>TOTAL PERSONNEL (6a)</b>		<b>2,112,323</b>	<b>-</b>	<b>(10,000)</b>	<b>2,102,323</b>

**b. FRINGE BENEFITS**

1	Social Security (FICA), State Disability, UI	67,570		(4,819)	62,751
2	Health/Dental/Life Insurance	571,020		(78,188)	492,832
3	Retirement	218,511		(7,825)	210,686
4	Other Fringe: Medicare, Workers Comp., Retiree benefits	120,683		10,832	131,515
	Other Write-in Line Items				-

**EXHIBIT A**

**GABI Line Item Budget for Head Start**

Santa Ana Unified School District, 2014/2015, HS Basic, Permanent, 8				
Line Item	Program Operation			
	Current Budget	BAR Pending Approval	This Request Adjustments +(-)	Proposed Adjusted Budget
TOTAL FRINGE BENEFITS (6b)	977,784	-	(80,000)	897,784

**EXHIBIT A****GABI Line Item Budget for Head Start**

Santa Ana Unified School District, 2014/2015, HS Basic, Permanent, 8	<b>Program Operation</b>			
<b>Line Item</b>	<b>Current Budget</b>	<b>BAR Pending Approval</b>	<b>This Request Adjustments +(-)</b>	<b>Proposed Adjusted Budget</b>

**c. TRAVEL**

1 Staff Out-Of-Town Travel				-
Other Write-in Line Items				-
<b>TOTAL TRAVEL (6c)</b>	-	-	-	-

**d. EQUIPMENT**

1 Office Equipment				-
2 Classroom/Outdoor/Home-based/FCC				-
3 Vehicle Purchase				-
4 Other Equipment				-
Other Write-in Line Items				-
<b>TOTAL EQUIPMENT (6d)</b>	-	-	-	-

**e. SUPPLIES**

1 Office Supplies	9,118		5,000	14,118
2 Child and Family Services Supplies	50,800		65,000	115,800
3 Food Services Supplies	6,000			6,000
4 Other Supplies: Custodial, computer, printer supplies	24,507			24,507
5 Other Write-in Line Items: 2 storage sheds for outdoor toys			8,000	8,000
<b>TOTAL SUPPLIES (6e)</b>	90,425	-	78,000	168,425

**f. CONTRACTUAL**

1 Administrative Services (e.g., Legal, Accounting)				-
2 Health/Disabilities Services	91,980			91,980
3 Food Service				-
4 Child Transportation Services	12,000		6,000	18,000
5 Training & Technical Assistance				-
6 Family Child Care				-
7 Delegate Agency Costs				-
8 Other Contracts	31,225			31,225
Other Write-in Line Items				-
<b>TOTAL CONTRACTUAL (6f)</b>	135,205	-	6,000	141,205

**g. CONSTRUCTION**

1 New Construction				-
2 Major Renovation				-
3 Acquisition of Buildings/Modular Units				-
Other Write-in Line Items				-
<b>TOTAL CONSTRUCTION (6g)</b>	-	-	-	-

**EXHIBIT A****GABI Line Item Budget for Head Start**

Santa Ana Unified School District, 2014/2015, HS Basic, Permanent, 8		<b>Program Operation</b>		
<b>Line Item</b>	<b>Current Budget</b>	<b>BAR Pending Approval</b>	<b>This Request Adjustments +(-)</b>	<b>Proposed Adjusted Budget</b>

<b>h. OTHER</b>				
1 Depreciation/Use Allowance				-
2 Rent	6,048			6,048
3 Mortgage				-
4 Utilities, Telephone	14,550			14,550
5 Building & Child Liability Insurance	1,788			1,788
6 Building Maintenance/Repair and Other Occupancy			6,000	6,000
7 Incidental Alterations/Renovations				-
8 Local Travel	8,000			8,000
9 Nutrition Services				-
10 Child Services Consultants				-
11 Volunteers				-
12 Substitutes (if not paid benefits)				-
13 Parent Services	10,430			10,430
14 Accounting & Legal Services				-
15 Publications/Advertising/Printing	8,000			8,000
16 Training or Staff Development				-
17 Other	4,400			4,400
Other Write-in Line Items				-
<b>TOTAL OTHER (6h)</b>	53,216	-	6,000	59,216

<b>i. TOTAL DIRECT CHARGES</b>	3,368,953	-	-	3,368,953
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<b>j. INDIRECT COSTS</b>				-
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<b>k. TOTALS - ALL BUDGET CATEGORIES</b>	3,368,953	-	-	3,368,953
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<b>Non Federal Share</b>	842,239			842,239
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**JUSTIFICATION** - (Use the provided Microsoft Word Template for the rationale and justification for the requested advance approval and/or budget adjustment.)



**AGENDA ITEM BACKUP SHEET**  
**May 26, 2015**

**Board Meeting**

**TITLE:** Approval of Agreement with Northwest Evaluation Association for 2014-15 School Year

**ITEM:** Action

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

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

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the agreement with Northwest Evaluation Association (NWEA) for 2014-15 school year.

**RATIONALE:**

NWEA provides MAP® assessment services to the District, to conduct a linking study between MAP scores and state summative assessment scores for the purpose of updating the California linking study. The studies provide a gauge or metric for school teachers and administrators to predict their students' likely performance on the state test. In order to complete these studies, NWEA requires a sample of students who complete both assessments during the same testing season, and then NWEA will complete a series of statistical analyses that permit NWEA to estimate cut scores on our assessment that correspond to the various performance levels on the state test.

LCAP Goal 1.2: Implement progress monitoring (growth) assessments for all academic programs.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve the agreement with Northwest Evaluation Association (NWEA) for 2014-15 school year.





## Data Sharing & Research Permission California

To further legitimate educational interest, Santa Ana Unified School District (SAUSD) grants permission to Northwest Evaluation Association (NWEA), an Oregon non-profit organization that provides MAP® assessment services to District, to conduct a linking study between MAP scores and state summative assessment scores for the purpose of updating the California linking study. These state test alignment studies examine the correspondence between the performance of students taking NWEA's Measures of Academic Performance Assessments with their performance on the California state tests. The studies provide a gauge or metric for school teachers and administrators to predict their students' likely performance on the state test. In order to complete these studies, we require a sample of students who complete both assessments during the same testing season, and then NWEA completes a series of statistical analyses that permit NWEA to estimate cut scores on our assessment that correspond to the various performance levels on the state test.

The District agrees to release its state summative assessment student level scores for all available grades and tests (Smarter Balanced Assessment for grades 3-8 & 11; California Modified Assessment in Science for grades 5, 8, and 10; and CAHSEE) for 2014-15 academic year for each of its students, along with student names, their associated student ID numbers and birth dates to NWEA. Further, District grants permission to NWEA to use personally identifiable student MAP scores from 2014-15 academic year in the performance of the linking study on behalf of the District. Pursuant to federal and state laws, NWEA as contractor performing work that otherwise would be performed by District and that is under the direct control of District for purposes of that work, may have access to this educational data. See 34 C.F.R. § 99.31(a). District acknowledges that it has the parental consents on file to authorize redisclosure of personally identifiable student records to NWEA.

All personally identifiable student data under this permission will be shared and maintained by both parties in a secure electronic format consistent with industry standards. Once data is received, recipient will be responsible for safekeeping the data and for compliance with all federal and state laws.

The following shall also apply to this permission:

- NWEA shall only disclose District's personally identifiable student data disclosed under this permission to NWEA employees required to perform the services outlined in this permission.
- Any NWEA employees having access to District's personally identifiable student data under this permission will be under a confidentiality and non-disclosure agreement with NWEA.
- NWEA will not sell or use any District personally identifiable student data for marketing or targeted advertising purposes.
- Personally identifiable student data shared under this permission shall remain the property of the District.

- In the event of a confirmed security breach of personally identifiable student data, NWEA will notify District as soon as practicable in accordance with applicable laws.

NWEA has established technological, internal policies and practices and appropriate safeguards to help prevent unauthorized access to or misuse of personally identifiable student data. To protect confidentiality, NWEA employs policies and procedures around segregation of duties and personnel management to ensure personally identifiable student data and other sensitive data remains secure. This includes practices around recruiting and hiring involving security clearance and background checks. All employees complete orientation and training regarding appropriate use of communications and software systems and foundational information security policies. NWEA audits these controls regarding access, confidentiality and integrity yearly via an SSAE 16 audit, done by an outside independent auditing firm.

This permission is governed by applicable state and federal data practices laws, including the Family Educational Rights and Privacy Act of 1974 (FERPA), 20 U.S.C. § 1232g, and related regulations at 34 C.F.R. Chapter 99.

This permission is effective from the date of the last signature until NWEA receives written notice of termination of this permission from the District or 5 years, whichever earlier. At that time, NWEA shall destroy all personally identifiable student data disclosed under this permission.

District Name: Santa Ana Unified School District

Signed: \_\_\_\_\_

Print Name: Stefanie P. Phillips, Ed.D.

Title: Deputy Superintendent Operations, CBO

Date: \_\_\_\_\_

## **AGENDA ITEM BACKUP SHEET**

**May 26, 2015**

### **Board Meeting**

**TITLE:** Approval of Data Sharing Agreement between Santa Ana Unified School District and WestEd Period of May 27, 2015 Through December 31, 2017

**ITEM:** Action

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

**PREPARED BY:** Tran Keys, Ph.D., Executive Director, Research and Evaluation

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#### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the non-financial Data Sharing Agreement between Santa Ana Unified School District and WestEd for the period of May 27, 2015 through December 31, 2017.

#### **RATIONALE:**

WestEd's Middle Grades School Climate Alliance is comprised of WestEd, the California Department of Education (CDE), and districts and schools throughout California. The alliance is collaborating on a project to develop a concise summary report template providing current status data and progress data in the Local Control Accountability Plan (LCAP) priority areas: student achievement, student engagement, school climate, parental involvement, basic services, implementation of state standards, course access, and other pupil outcomes. The LCAP report template will be populated with district-level and school-level data so that progress can be monitored across each level. The immediate purpose of this task is for the alliance to develop the report template and assess its potential usefulness in targeting and monitoring school improvement strategies. WestEd will also be providing data analysis support related to LCAP metrics (i.e., college and career readiness data).

This agreement will further the District's LCAP goal: 1.2 "Implement progress monitoring (growth) assessments for all academic programs."

#### **FUNDING:**

Not Applicable (non-financial agreement)

#### **RECOMMENDATION:**

Approve the Data Sharing Agreement between Santa Ana Unified School District and WestEd for the period of May 27, 2015 through December 31, 2017.





## **Data Sharing Agreement between Santa Ana Unified School District and WestEd**

### **1. Purpose**

This Data Sharing Agreement (this “DSA”) is between the Santa Ana Unified School District, located in Santa Ana CA, (“the District”) and WestEd regarding the Regional Educational Laboratory, West (REL West) project to provide support for the analysis of data relevant for the District’s Local Control Accountability Plan (hereinafter the “Project”). This DSA sets forth the parameters for the collection of education record data in the District. This is a non-financial agreement.

REL West’s Middle Grades School Climate Alliance is comprised of WestEd, the California Department of Education (CDE), and districts and schools throughout California. The alliance is collaborating on a project to develop a concise summary report template providing current status data and progress data in the Local Control Accountability Plan (LCAP) priority areas: student achievement, student engagement, school climate, parental involvement, basic services, implementation of state standards, course access, and other pupil outcomes. The LCAP report template will be populated with district-level and school-level data so that progress can be monitored across each level. The immediate purpose of this task is for the alliance to develop the report template and assess its potential usefulness in targeting and monitoring school improvement strategies.

### **2. Definitions**

- A. "Data" as used in this DSA shall mean student-level assessment data or other data used or potentially used as a data element in the District’s Local Control Accountability Plan.
- B. "Personally Identifiable Information" or "PII" as used in this DSA shall mean any information or Data that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. PII includes but is not limited to, any of the following: name, social security number, student identification number, home address, and date of birth.
- C. "De-identified Data" as used in this DSA shall mean Data that has been stripped of all Personally Identifiable Information.

### **3. Terms of the DSA**

- A. This DSA is effective as of the date of execution and expires December 31, 2017.
- B. Either party to this agreement can request/provide information through the identified contacts as given in Sections 5 and 6.
- C. This DSA may be terminated by either party at anytime, upon written notice to the other party.

### **4. Confidentiality**

- A. WestEd and its contractors agree to take all necessary precautions to safeguard the Data and comply with all applicable Federal, State, or local laws, ordinances, regulations, and directives relating to confidentiality. These include, but are not limited to, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99), the California Information Practices Act (California Civil Code § 1798 et. seq.), and the Privacy Act of 1974, as amended, (5 U.S.C. § 552).

- B. Personally Identifiable Information will only be used for the Project identified in this DSA.
- C. WestEd will limit internal access to PII to individuals working on the Project with legitimate interests in the PII and on a need to know basis.
- D. WestEd will take steps to maintain the confidentiality of all PII at all stages of the Project.
- E. No individual shall be identifiable in any reports, publications, or other documents created by WestEd or its contractors with the use of Data.
- F. WestEd will destroy all PII when it is no longer needed for the Project and no later than 30 days after the expiration of this DSA. The parties may amend the DSA to extend the time period if needed, however such amendment must be in accordance with Section 8.A of this DSA.

## 5. WestEd's responsibilities:

WestEd shall:

- A. Provide dedicated contact information for the Project. WestEd's contact information is:  
Dr. Thomas Hanson  
WestEd  
4665 Lampson Avenue  
Los Alamitos, CA 90720  
Email: [thanson@wested.org](mailto:thanson@wested.org)
- B. Use the Data collected for the Project for research purposes only.
- C. Retain the Data in a place physically secure from access by unauthorized persons. Any computer on which the data reside will be password protected at all times.
- D. Provide a secure, encrypted transmission method for transferring the Data.

## 6. District responsibilities:

The District shall:

- A. Designate a contact person to facilitate communications between the District and WestEd for coordinating the Data transfer activities necessary to carry out this DSA. The District contact person is:  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_
- B. Collaborate with WestEd, as needed, to facilitate the coordination of the Data transfer and analysis.

## 7. Timeline

The project will be conducted in 2015. The timeline will be open to revision as needed based on Data availability and additional refinements in Data collection protocols.

## 8. General Provisions

- A. Amendments. This DSA may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be in writing and signed by both parties.

- B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer its rights or obligations under this DSA without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.
- C. Severability: The provisions of this DSA are severable and the unenforceability of any provision of this DSA shall not affect the enforceability of any other provisions hereof.
- D. Dispute Resolution. The parties will attempt to settle any dispute, internally through good faith negotiations. The parties may agree to submit a dispute to non-binding mediation.
- E. Execution: Each of the persons signing this DSA represents that he or she has the authority to sign on behalf of and bind their respective party.
- F. Entire Agreement. This DSA is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this DSA.

In witness hereof, the parties hereby execute this Data Sharing Agreement.

**Santa Ana Unified School District**

X\_\_\_\_\_

Authorized Signatory for

Santa Ana Unified School District

\_\_\_\_\_

Date

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

**WestEd**

X\_\_\_\_\_

Authorized Signatory for WestEd

\_\_\_\_\_

Date

Michael J. Neuenfeldt

Director of Finance & Contracts





## **AGENDA ITEM BACKUP SHEET**

**May 26, 2015**

### **Board Meeting**

**TITLE:** Ratification of Personnel Agreement with Orange County Department of Education - Safe Schools Program for Intervention and Support Services at Community Day School from April 27, 2015 through June 30, 2015

**ITEM:** Action

**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 ratification of a personnel agreement with the Orange County Department of Education (OCDE) - Safe Schools Program for intervention and support services from April 27, 2015 through June 30, 2015. To further support students in mitigating recent stressors, this agreement provides a short-term plan of support.

#### **RATIONALE:**

The Orange County Department of Education Safe Schools Program provides services in collaboration with Community Day school administration, staff, and students to foster a safe and productive learning environment. Services include restorative circles, one-to-one paraprofessional counseling, mentoring, youth development, and mediation services. Consultation and collaboration with administration and staff are also provided. This collaboration and additional support for the students is intended to ameliorate the issues that may escalate egregious or potentially violent incidents at or near the school site.

A long term plan of support for Community Day School students will be submitted for Board approval at a forthcoming meeting.

The restorative practices and mentoring that are provided address the goals delineated in LCAP Goal 3.5.

#### **FUNDING:**

LCAP Discretionary: \$9,600

**RECOMMENDATION:**

Approve the personnel agreement with the Orange County Department of Education - Safe Schools Program for intervention and support services from April 27, 2015 through June 30, 2015.

DL:hc

# **Personnel Agreement**

## **Orange County Department of Education- Safe Schools Program and Santa Ana Unified School District (SAUSD)**

This Personnel Agreement is entered into between Orange County Department of Education- Safe Schools Program (“Provider”) and the Santa Ana Unified School District (“District”) to memorialize the terms under which Provider will deliver services to Community Day School.

1. **Term.** This Personnel Agreement is effective for the period beginning April 27- June 30, 2015.
2. The services to be rendered by Provider (“Services”) are described in the Scope of Work attached to this Personnel Agreement and incorporated by this reference as though fully set forth. Provider will render the Services to students who are enrolled in District schools or programs (“Students”), who have requested and been given permission to receive the Services, on dates and at times to be mutually agreed upon by Provider and District.
3. **Qualifications.** Provider represents that the individuals and teams, as applicable, providing the Services are qualified to do so.
  - a. All personnel assigned by Provider to deliver Services hereunder shall be appropriately licensed, credentialed, certified, or otherwise experienced or trained to provide such Services to public school students in the state of California.
  - b. Provider will furnish to the District the names of the individuals and, upon request, copies of their certifications or licenses if applicable.
  - c. Provider further represents that all employees or contractors providing Services under this Personnel Agreement 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 Provider in writing by District upon request.
  - d. Provider shall ensure that all employees or contractors who will have contact with Students have been cleared through a background check process with Orange County Department of Education or submitted to a volunteer clearance through Santa Ana School Police and follow volunteer protocols and procedures per SAUSD.

- e. Provider further represents it has developed and implemented a quality control system to ensure the Services meet or exceed the standard of care in the community.
4. **Applications and Permissions.** Provider will furnish the District and/or school administration, as appropriate, with a sufficient number of applications, consent forms, or similar paperwork for Students and Students' parents or guardians to complete as necessary to authorize the provision of Services.
5. **District's Obligations.** The District will facilitate delivery of the Services by:
- a. Making announcements, as appropriate, to Students and their parents and guardians sufficiently in advance of the service delivery date to allow for reasonable arrangements so the maximum number of Students can receive the services.
  - b. Collecting completed applications, consent forms, or similar paperwork from Students in advance of the date(s) on which the Services are to be delivered, and delivering the completed paperwork to Provider as far in advance of the service delivery date(s) as reasonably possible. District or school personnel will deliver paperwork to Provider in a manner that protects the confidentiality of this information.
  - c. Allotting usable space in the District school or facility on the service delivery date(s) that is sufficient for Provider to furnish the Services in an appropriately private and secure setting.
  - d. Cooperating with Provider's management and staff to accomplish the objectives of this Personnel Agreement.
6. **Discretion.** The District reserves the right to refuse entry to its schools or facilities by any agent of the Provider who, in the sole discretion of the District, poses any risk to Students, staff, or property of the District.
7. **Payment.** Provider will not charge students or families for services rendered under the obligations of this Personnel Agreement. Santa Ana Unified School District agrees to pay Orange County Department of Education-Safe Schools Program \$9600.00 for the services outlined in the Scope of Work Proposal.
8. **Insurance.** Provider 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. Provider will secure and maintain Malpractice Errors and Omissions Policy with limits of \$1,000,000 per claim and \$3,000,000 aggregate. Provider will secure and maintain Business Automobile Liability Insurance for automobiles owned, leased or hired by Provider with a combined single limit of not less than \$1,000,000 per occurrence. Provider will deliver a copy of such insurance policies to District upon request. Provider 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 Provider's expense. The District shall be listed as an additional named insured on all of the policies described in this paragraph.

9. **Indemnification.** Provider will defend, indemnify, and hold harmless the District and its agents, contractors, employees, and governing board members, from and against all claims, damages, losses, and expenses (including, but not limited to attorney's fees, costs, and fees of other professional consultants) arising out of the negligent acts or omissions of the Provider or its respective agents, contractors, or employees during or related in any way to the offer or delivery of Services under this Personnel Agreement except to the extent arising from the sole negligence or willful misconduct of the District.
10. **Compliance with Law and District Policy.** The parties will adhere to all applicable laws, regulations, and District policies in the performance of their respective responsibilities under this Personnel Agreement.
11. **Responsibilities.** This Personnel Agreement describes the mutual agreements and obligations of the District and the Provider for the sole purpose of rendering the Services to District Students. It does not place any additional responsibilities on either party or imply any transfer of responsibility from one to the other or sharing of statutory responsibilities.
12. **No Third Party Beneficiaries.** Nothing in this Personnel Agreement, 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 Personnel Agreement or any term, covenant, or condition hereof, as a third party beneficiary or otherwise.
13. **Independent Relationship.** The parties acknowledge and agree that the relationship created between the District and Provider is strictly that of an independent contractor with respect to the Services described. Nothing contained in this Personnel Agreement 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 Provider and the District. No party to this Personnel Agreement 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.
14. **Nondiscrimination.** Neither the District nor the Provider 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.
15. **Non-Assignment.** Neither party shall assign, transfer or subcontract the rights, duties or obligations called for under this Personnel Agreement without the written consent of the other party.

**See attached Scope of Work, for description of services and cost**

**PROVIDER:**

Orange County Department of Education  
Safe Schools Program

**DISTRICT:**

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

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

|

Dated: \_\_\_\_\_

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

Stefanie P. Phillips, Ed.D., CBO  
Deputy Superintendent, Operations

Dated: \_\_\_\_\_



# Scope of Work

## Proposal: Santa Ana Community Intervention Worker

*Orange County Department of Education/Safe Schools & Support Services*  
Santa Ana Unified School District (SAUSD) 2015-2016

Position	Dates	Description	School Served	Cost Breakdown
<b>3 Community Intervention Workers 2 Male &amp; 1 Female (CIW)</b>	<b>April 27- June 30, 2015</b>	<ul style="list-style-type: none"><li>• Provide restorative circles</li><li>• Provide one-to-one paraprofessional counseling</li><li>• Provide on-to-one paraprofessional mentoring</li><li>• Provide youth development</li><li>• Provide mediation services</li><li>• Provide intervention and support services</li></ul>	<b>Community Day School</b>	<b>Position: \$29/hr @10 hrs at week \$2,900/CIW (including benefits)</b>
Subtotal for Community Intervention Worker				\$8,709
Indirect 9.28%				\$ 891
<b>TOTAL COST</b>				<b>\$9,600</b>





**AGENDA ITEM BACKUP SHEET**  
**May 26, 2015**

**Board Meeting**

**TITLE:** Approval of Partnership Proposal with Discovery Education Science Techbook for 2015-21 School Years

**ITEM:** Action

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

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

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of Partnership Proposal with Discovery Education Science Techbook for 2015-21 school years.

**RATIONALE:**

Discovery Education Social Science, Science, and Math Techbooks are digital programs that boost the rigor and relevance of the K-12 Science program, fuels digital transformation, and supports implementation of the Common Core State Standards. Techbook is a non-linear curriculum pathway that promotes inquiry-based learning, enhances critical thinking, and improves student achievement. The program will be used with the upcoming dependent charter and provide students online opportunities.

Discovery Education Science Techbook will provide professional development that is designed to transform teaching in ways that systematically impact learning experiences, which prepare students to success in college and career.

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

**FUNDING:**

Common Core Block Grant: \$31,800

**RECOMMENDATION:**

Approve the partnership proposal with Discovery Education Science Techbook for 2015-21 school years.



# Consultant Agreement

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT” and **Discovery Education** 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: **Discovery Education Science Techbook, professional development to include the following per the Partnership Proposal dated April 29, 2015;**

- **Participants will be immersed in the 5E’s of Inquiry model of science instruction to promote deeper levels of science understanding**
- **Educators will be introduced to features of the Techbook and effective instructional strategies for using digital content in science so that they may immediately start planning and implementing the content into their classrooms.**
- **Centers-Based Teaching & Learning in a Techbook Classroom**
- **Maximizing Student Engagement in a Blended Learning Environment**
- **Read, Write and Think Like a Scientist (2 day course)**
- **Flipping the Classroom with Techbook**
- **Digital Storytelling in the Blended Classroom**

2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **7/1/2015** and will diligently perform as required and complete performance by **6/30/2016**.

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed

**\$10,000** and per attached Partnership Proposal.

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 Ave  
Santa Ana, CA 92701**

**CONSULTANT:**

**Discovery Education  
One Discovery Place  
Silver Spring, MD 20910**

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.

DRAFT



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 2015**.

DISTRICT:

CONSULTANT:

By:

\_\_\_\_\_  
Signature

By:

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed. D.

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

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

Deputy Superintendent, Operations, CBO

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
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:

\$

\$

\$

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# PARTNERSHIP PROPOSAL

## SANTA ANA UNIFIED SCHOOL DISTRICT

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APRIL 29, 2015



# EXECUTIVE SUMMARY

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Discovery Education's mission is to transform teaching and learning through innovative partnerships with districts, states, and like-minded organizations worldwide. To achieve this goal, Discovery Education provides comprehensive solutions that employ digital technology, engaging content, professional development, and effective assessment that have proven success in positively impacting student achievement.

Discovery Education provides the background, experience, and qualifications necessary to implement a successful and effective solution in partnership with Santa Ana Unified School District. We look forward to working with you to build a transformative partnership and shared commitment to meeting your specific district goals.

The following pages provide a more detailed description of our proposed solution including specific information on our services and implementation.

## SOLUTIONS AT A GLANCE

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Discovery Education offers leading, high-quality digital services, coupled with professional development and assessment, to support educators' efforts to engage students and accelerate student achievement.

Discovery Education Science Techbook™ is a powerful, simple-to-use digital program that boosts the rigor and relevance of your (K-12 Science) program, fuels digital transformation, and supports implementation of the Common Core State Standards. Built around the 5E model of instruction, Techbook™ is a non-linear curriculum pathway that promotes inquiry-based learning, enhances critical thinking, and improves student achievement. With cloud-based planning tools and real-time assessments that measure student progress, Science Techbook™ individualizes instruction and ensures that students are not just learning critical science content, but also practicing the skills that will support them with college and career readiness.

**Professional Development:** Focused on high-yield instructional strategies that result in sustainable improvements in student engagement and achievement, Discovery Education Professional Development is designed to transform teaching in ways that systematically impact learning. Our professional development team is committed to the highest standards of professional learning grounded in research and successful practice. With topics including student collaboration and flipped classrooms, lesson planning around the Common Core, and

digital media integration in environments that are 1:1 or 20:1, Discovery Education Professional Development partners with districts to identify their goals and develop a customized learning plan.

**Community Engagement:** Discovery Education believes in the power of a professional learning network to support teacher growth and encourage sharing of best practices. As part of our partnership, we offer Discovery Educator Network (DEN) support\*. The DEN is a global community of education professionals who are passionate about transforming the learning experience with digital media. The DEN connects members across town and around the world through social media, virtual conferences and in-person events - fostering valuable networking, idea sharing and inspiration. Through the DEN, educators are able to connect and share best practices that enable them to be more effective in the classroom. These connections give educators opportunities to develop their leadership capabilities and help their districts build capacity.

Discovery Education works with districts across the country to create custom solutions that transform teaching and learning and accelerate student achievement. Below is an overview the solutions, features, and benefits that Discovery Education delivers in partnership with districts throughout the United States and Canada.

# DIGITAL CONTENT

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Discovery Education Science Techbook™ is a powerful, simple-to-use digital program that boosts the rigor and relevance of your (K-12 Science) program, fuels digital transformation, and supports implementation of the Common Core State Standards. Built around the 5E model of instruction, Techbook™ is a non-linear curriculum pathway that promotes inquiry-based learning, enhances critical thinking, and improves student achievement.

With cloud-based planning tools and real-time assessments that measure student progress, Science Techbook™ individualizes instruction and ensures that students are not just learning critical science content, but also practicing the skills that will support them with college and career readiness.

- Supports all learning modalities through the integration of text, audio, video, images, and digital investigations in an easy-to-navigate format
- Custom-built and aligned to state standards
- Encourages exploration, inquiry, data collection, and analysis via virtual labs, hands-on labs and STEM resources
- Unrivaled content from Discovery and other noted publishers is constantly updated at no additional cost
- Saves teachers time and supports the transition to a digital classroom with detailed model lessons, activity guides, and custom professional development
- Provides instant, personalized access to planning and teaching resources anywhere, any time, on virtually any internet-connected device
- Facilitates content creation, sharing and collaboration with integrated Board Builder software
- Substantially less expensive than traditional textbooks

Available for the following courses:

- K-5 Science
- 6-8 Science
- High School Biology, Chemistry, Physics and Earth & Space Science

# PROFESSIONAL DEVELOPMENT

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Discovery Education is pleased to partner with Santa Ana Unified School District to support its mission of assuring “well rounded learning experiences, which prepare students for success in college and career.”

Focused on high-yield instructional strategies that result in sustainable improvements in student engagement and achievement, Discovery Education Professional Development is designed to transform teaching in ways that systematically impact learning. Our professional development team is committed to the highest standards of professional learning grounded in research and successful practice.

Discovery Education Professional Development provides a comprehensive training and support model that has proven to significantly improve practice and lead to dramatic gains in student achievement. From administrators, to instructional coaches, to teachers, and students, Discovery Education Professional Development helps participants integrate digital content and technology into classrooms, curricula, and administrative practices.

Discovery Education is committed to creating learning environments where administrators, teachers, and support staff implement digital content in relevant and meaningful ways. We welcome the opportunity to partner with Santa Ana Unified School district to create dynamic, flexible and blended learning environments that put students and teachers at the forefront of change.

The suggested course sequence below will allow educators to learn, reflect, apply, and reinforce their knowledge to initiate and sustain changes in practice.

#### Getting Started with Science Techbook

Participants will be immersed in the 5E's of Inquiry model of science instruction to promote deeper levels of science understanding. Educators will be introduced to features of the Techbook and effective instructional strategies for using digital content in science so that they may immediately start planning and implementing the content into their classrooms.

#### Centers-Based Teaching & Learning in a Techbook Classroom

Using a center-based approach, participants will experience the 5Es of a model lesson first hand, by moving through a variety of stations designed to build student content knowledge. Directions, management, resources and planning techniques for centers are shared. Educators will create their own centers using materials, planning templates and guidance from a Discovery Education Professional Development Specialist.

#### Maximizing Student Engagement in a Blended Learning Environment

Uncover the power and potential of the Techbook Student Center for blended learning environments! Participants will learn how to promote and differentiate student learning

through the use of Discovery Education tools such as Writing Prompt, Assignment Builder and Assessment Manager.

#### Read, Write and Think Like a Scientist (2 day course)

Participants will learn how the reciprocal relationship between inquiry and literacy is fostered with rich text, digital media, interactive writing and high-yield reading strategies leading to critical analysis skills applicable to written text, science labs, media and more. They will learn how to model scientific investigation with a variety of materials including reading passages, contemporary news articles, charts/graphs, hands on activities, science labs, and digital media.

#### Flipping the Classroom with Techbook

The flipped classroom is a model of instruction where teachers create learning materials for students to view at home and use class time to do more engaging and hands-on learning. This process of instruction increases student engagement, fosters rich, content-based discussions and allows teachers to spend more time guiding student inquiry. A Discovery Education Specialist will lead participants through the process of designing a flipped classroom.

#### Digital Storytelling in the Blended Classroom

Explore innovative ways for students to demonstrate understanding of new concepts! Participants will learn to combine text, images, audio, and video to tell stories to make ideas stick. Teachers will use their devices to create simple to sophisticated digital stories as they explore the art of digital storytelling and the ways it can be used. Using several examples as a springboard, a Discovery Education Specialist will demonstrate each step of the process from storyboarding, to resource selection, to the use of available technology that pulls all aspects together into a coherent, impactful product.

## COMMUNITY ENGAGEMENT

---



EDUCATION

EDUCATOR  
NETWORK

The Discovery Education Network (DEN) is a global professional learning network committed to connecting educators, students, and parents to their most valuable resource...each other. Through the DEN, educators are able to connect and share best practices that enable them to be more effective in the classroom. These connections give educators opportunities to develop their leadership capabilities and help their districts build capacity. By participating in the global DEN community, educators will:

- Build a network of professional colleagues
- Increase their effectiveness and through a variety of professional growth opportunities
- Increase and improve their use of digital media in the classroom



In addition to connecting educators to the global community, the DEN will provide resources to build and maintain a DEN STAR professional learning community. Through our partnerships, the DEN will communicate and celebrate success through exclusive screenings, partnership updates, community outreach activities and events.

### DEN STAR Program

All of Santa Ana Unified educators are eligible to apply to be a DEN STAR. This program is designed to connect educators to one another and share best practices. As part of the DEN STAR program, all new members have access to a three-month Rising STAR mentor program developed to introduce them to the DEN community.

### Anchor Activities

In an effort to connect Santa Ana Unified educators with the global DEN, community, unique events are regularly planned such as:

- Spring and Fall Virtual Conferences
- Webinars and Live Streams
- Exclusive contents and promotions including DEN Teacher Appreciation Week
- DEN Summer Institute

\* Membership in the Discovery Educator Network is available to districts that license one or more Discovery Education digital services

## PARTNER INVESTMENT

<u><b>Techbook Licenses</b></u>	<b>Three-year license</b>	<b>Six-year license</b>
<b><u>Charter School:</u></b>		
48 students in each grade		
4 <sup>th</sup> Grade Science Techbook	\$1,296	\$2,160
5 <sup>th</sup> Grade Science Techbook	\$1,296	\$2,160
6 <sup>th</sup> Grade Science Techbook	\$1,296	\$2,160
6 <sup>th</sup> Grade Social Studies Techbook	\$1,296	\$2,160
6 <sup>th</sup> Grade Math Techbook	\$1,296	\$2,160
Total Investment for Charter School Techbook licenses	\$6,475	\$10,800
<b><u>Virtual High School:</u></b>		
Biology Science Techbook	\$6,680	\$11,000
200 students		



<b>*Professional Development</b>	
Four days – courses listed above	\$10,000

\*Specific courses for Professional Development to be determined by Santa Ana Unified School District and Discovery Education upon execution of the contract. Each day is six hours and accommodates a maximum of 25 educators.

THANK YOU

**TONI ROBINSON**  
 Director of Professional Development  
 240-475-6248  
 Toni\_Robinson@Discovery.com

**DANA DODGE**  
 Education Partnerships Manager  
 310-717-5934  
 Dana\_Dodge@Discovery.com

## TERMS

1. Upon award of this proposal, Discovery Education will provide a Subscriber Agreement to Santa Ana Unified School District that must be signed before Discovery Education services will be provided.
2. This offer is valid until July 30<sup>th</sup>, 2015. The terms and conditions set forth herein shall not be binding on either party until such time as the parties enter into and execute a Subscriber Agreement.
3. Any rates, fees, or prices offered or proposed in connection with a multiple-year agreement are subject to the execution of a multiple-year agreement between the Santa Ana Unified School District and Discovery Education, such agreement not to include any right or option to terminate due to lack of funding or budget.
4. This proposal is for discussion purposes only. The terms contained herein are non-binding and nothing herein is intended to constitute an agreement between the parties. The terms herein are confidential and may not be disclosed without written consent of Discovery Education.



**AGENDA ITEM BACKUP SHEET**  
**May 26, 2015**

**Board Meeting**

**TITLE:** **Approve Material Revision of INDA Charter School Charter Petition and Adopt Resolution No. 14/15-3061**

**ITEM:** **Action**

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

**PREPARED BY:** **Mavis Mitchell, Charter Schools Financial Coordinator**

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**BACKGROUND INFORMATION:**

Pursuant to Education Code Section 47605, the Board of Education is required to approve or deny a charter petition that is submitted to it proposing to establish a charter school within the geographic boundaries of the Santa Ana Unified School District. The purpose of this agenda item is for the Board to take action on the material revision of the current INDA Charter School charter petition and if the Board approves the material revision of the Charter Petition, to adopt Resolution No. 14/15-3061 implementing that action.

**RATIONALE:**

Material revision of the current operating charter of the INDA Charter School was made necessary by changes to the name of the charter school, the initial opening date, the initial location, and the governance structure. Other changes include, but are not limited to, the editing and updating of language to clarify the concept, practices, and educational program specific to the operation of the district sponsored “dependent” charter school and to ensure legislative compliance.

The Santa Ana Unified School District has fully considered and evaluated the material revision of the INDA Charter School Charter Petition. The review and resulting analysis of the material revision of the INDA Charter School Charter Petition indicates that approval of the material revision of the Charter would be consistent with sound educational practice.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Adopt Resolution No. 14/15-3061 – Approving the material revision of the INDA Charter School Charter Petition.

SP:mm

RESOLUTION NO. 14/15-3061  
BOARD OF EDUCATION  
SANTA ANA UNIFIED SCHOOL DISTRICT  
ORANGE COUNTY, CALIFORNIA

Approving Material Revisions to Charter for  
INDA Charter School

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

**WHEREAS**, the Governing Board of SAUSD has approved the Charter ("Charter") for INDA Charter School ("INDA") with the current term running through and including June 30, 2020; and

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

**WHEREAS**, on or about May 18, 2015, INDA delivered to SAUSD a request for material revisions to the INDA Charter with INDA's primary purpose in requesting the revisions being changes to the name of the charter school, the initial opening date, the initial location, and the governance structure. Other changes include, but are not limited to, the editing and updating of language to clarify the concept, practices, and educational program specific to the operation of the district sponsored "dependent" charter school and to ensure legislative compliance; and

**WHEREAS**, in accordance with the Charter Schools Act of 1992, the revised Charter was brought to the District Governing Board meeting of May 26, 2015, at which time it was received by the District Governing Board, thereby commencing the timelines for District Governing Board action thereon; and

39       **WHEREAS**, a public hearing on the provisions of the Charter was conducted on  
40 May 26, 2015, pursuant to Education Code Section 47605, at which time the District  
41 Board considered the level of support for the material revisions to the Charter by  
42 teachers employed by the District, other employees of the District, and parents;

43  
44       **WHEREAS**, District staff have reviewed and analyzed the information received  
45 with respect to the Charter, including the specific material revisions requested  
46 and information related to the operation and potential effects of INDA; and

47  
48       **WHEREAS**, INDA has included a reasonably comprehensive description of the new  
49 legal requirements that have been enacted into law, including a Local Control and  
50 Accountability Plan for INDA; and

51  
52       **WHEREAS**, based upon its review of the revised Charter, District staff has  
53 made a recommendation to the District Governing Board that the materially revised  
54 INDA Charter be approved;

55  
56       **WHEREAS**, the Governing Board has fully considered the revised Charter and the  
57 recommendation provided by District staff.

58  
59       **NOW, THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS:**

- 60  
61 I.     That the Governing Board of SAUSD finds the above listed recitals to be true  
62 and correct and incorporates them herein by this reference.  
63  
64 II.    That the Governing Board of the Santa Ana Unified School District hereby  
65 approves the request for material revisions. The INDA Charter that the  
66 Governing Board is hereby approving is attached hereto as Exhibit "A."

The foregoing resolution was considered, passed, and adopted by this Board at its regular meeting of May 26, 2015.

By:

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

Attest:

Valerie Amezcua  
Clerk of the Board of Education  
Santa Ana Unified School District

STATE OF CALIFORNIA                 )  
  ) ss  
ORANGE COUNTY                         )

I, Valerie Amezcua, Clerk of the Board of Education of the Santa Ana Unified School District of Orange County, hereby certify that the foregoing is a true and correct copy of Resolution No. 14/15-3061, which was duly adopted by said Board at a regular meeting thereof held on the 26<sup>th</sup> day of May, 2015, and that it was so adopted by the following vote:

AYES:

NOES :

ABSENT:

ABSTENTIONS:

By

Valerie Amezcua  
Clerk of the Board of Education  
Santa Ana Unified School District

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[ATTACH A COPY OF THE REVISED INDA CHARTER AS EXHIBIT A]



2015

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# **INDA-Advanced Learning AcademyCharter School**

*Charter School Petition*

**Presented to:**

Santa Ana Unified School District  
Board of Education

**October-May 20132015**



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## AFFIRMATIONS/ASSURANCES

The Charter will comply with California Education Code § 47605(d) and all other applicable federal, state and local laws and regulations, including, but not limited to, ensuring that the school shall:

- Be nonsectarian in its programs, admission policies, employment practices and all other operations.
- Not charge tuition.
- Not discriminate against any student on the basis of disability, gender, nationality, race, color or ethnicity, religion, sexual orientation, home language or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code.
- Admit all pupils who wish to attend the school. Cal. Education Code § 47605(d)(2)(A).
- Determine admission by a public random drawing, if the number of pupils who wish to attend the school exceeds the school capacity, with a lottery exemption for existing pupils of ~~the charter school~~ the Advanced Learning Academy, siblings of enrolled students, and children of staff and founding parents (not to exceed 10%). Cal. Education Code § 47605(d)(2)(B). Preference shall be given to pupils who reside in the Santa Ana Unified School District, or other preferences permitted by the charter authority that are consistent with the law.
- In accordance with Education Code § 47605(d)(3), if a pupil is expelled or leaves ~~the charter school~~ the Advanced Learning Academy without graduation or completing the school year for any reason, the school shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card, and health information.
- Be deemed the exclusive public employer of the employees of the school for purposes of the Educational Employment Relations Act.
- Adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1974, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities in Education Improvement Act of 2004. Meet all statewide standards and conduct the student assessments required, pursuant to Education Code §§ 60605 and 60851, and any other statewide standards authorized in statute, or assessments application to students in non-charter public schools. Comply in a timely fashion with all reporting requirements, including enrollment, attendance (ADA), standardized testing, and other data and information required.
- Ensure that teachers at the school hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools are required to hold under NCLB and other applicable laws. As allowed by statute, flexibility will be given to non-core, non-college preparatory teachers.
- Comply with the terms of Education Code § 47611 (STRS).
- Maintain all necessary and appropriate insurance coverage at all times.
- Comply with all applicable laws and regulations relating to charter school facilities.
- Agree to standard District requirements and processes regarding supervisory oversight, funding and services for special education students, inspection and audit requirements as aligned to applicable laws.
- Comply with the Brown Act, nonprofit integrity standards, and applicable federal and state laws regarding ethics and conflicts of interest.
- Be solely responsible for the debts and obligations of ~~the charter school~~ the Advanced Learning Academy.

~~Joe Dixon~~ David Haglund, ~~Assistant Deputy~~ Superintendent

~~October-May 826, 2013~~ 2015

## INTRODUCTION

The Santa Ana Unified School District (“SAUSD” and/or “District”) acting through its Governing Board and administration, ~~together with its primary partner the University of California, Irvine, School of Education,~~ desires to serve the students and parents of the District by providing the option of a dependent charter school and is pleased to submit this petition to establish and open the ~~Irvine/Newport Development Area~~Advanced Learning Academy Charter School (“~~the Charter School~~the Advanced Learning Academy”) in the fall of 2017. This Charter proposes the establishment of a dependent charter school ~~with an~~ cooperational Advisory Board, which will make recommendations to the District Administration and District Governing Board. Because of the dependent nature of ~~the Charter School~~the Advanced Learning Academy and the close operational and governing relationship between ~~the Charter School~~the Advanced Learning Academy and the District, including the District’s administration and Governing Board, this Charter does not require the same level of detail and specificity as the District would require of an independent charter school seeking District approval and oversight.

The proposed Charter School will serve kindergarten through eighth grade (K-8) with a specialized educational program focused on engaging, challenging Common Core-based curriculum designed to improve students’ skills in science, technology, engineering, and mathematics (STEM). The educational program will be unique not only to the SAUSD, but to Orange County, in that it is based on a high-tech, project-based, STEM curriculum emphasizing college and career readiness at the elementary and intermediate level.

In today’s ever-changing technological society, it is critical that students have the skills needed to compete in a global economy. ~~The Charter School~~The Advanced Learning Academy believes it is not too early to reinforce the importance of science and career readiness at the elementary and intermediate school level. Without this preparation, by high school, students often lack the academic foundation and confidence in math and science and overlook the potential as an exciting, lucrative career. The K-8 Charter School is a natural progression to the high school level to graduate scientific thinkers with critical thinking skills who will be successful in their adult lives. In order to fulfill our mission, it is essential to start at the elementary level engaging students with hands-on, technology-based learning that will inspire students to pursue STEM-related careers.

### *General Charter School Information*

The contact person for <del>the Charter School</del> <u>the Advanced Learning Academy</u> is <del>Joe Dixon</del> <u>David Haglund, Assistant Superintendent</u> <u>Deputy Superintendent</u> .
The grade configuration is kindergarten through 8 <sup>th</sup> at full enrollment.
The grade level(s) of the students the first year of the charter term will be <del>kindergarten</del> <sup>4<sup>th</sup></sup> through 6 <sup>th</sup> .
The number of students in the first year (201 <del>5</del> / <del>16</del> <sup>8</sup> ) of the charter term will be 240. <del>The Charter School</del> <u>The Advanced Learning Academy</u> will evolve into a K-8 school over three years.
The scheduled opening date of <del>the Charter School</del> <u>the Advanced Learning Academy</u> is August <del>2017</del> <u>2015</u> .
The enrollment capacity is 600 students.
The instructional calendar will be traditional.

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### A. THE NEED

~~The Charter School~~The Advanced Learning Academy would fulfill two needs of the SAUSD: 1) the school would serve an area of the District that is not currently served by SAUSD facilities; and 2) the school would provide an educational program that is unique to SAUSD and Orange County.

### *Facilities*

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The SAUSD’s boundary includes the area south of the John Wayne Airport within the cities of Irvine and Newport Beach (See Exhibit 5 in Element 18 - Facilities). This Irvine/Newport development area (INDA) has experienced rapid development in the last ten years, and is planned to continue to develop over the next ten years.

The INDA, which was originally developed as a commercial and industrial center, has experienced market forces and development pressures encouraging a rapid transition into a more urban mixed-use center. In 2004, the number of building permits for residential units increased dramatically in the INDA. Based on past and planned development, residential development could reach 10,000 units within SAUSD boundaries in the next five to ten years. This increase in residential units and evolution to a mixed-use environment warrants the need for school facilities in the area. The closest existing non-fundamental SAUSD schools (Taft Elementary, McFadden Intermediate, and Saddleback High) are approximately 3, 6, and 4 driving miles from the INDA, respectively.

While the school is proposed to open in a temporary location at the Grant School site, the school will ultimately relocate into the INDA. Our school will be strategically located in the INDA and be more accessible for students to reach compared to any existing public schools nearby. In addition, there is a strong demand in the SAUSD for schools with advanced curriculum options. The District’s fundamental schools have a waiting list to enroll. Our charter will provide youths in Santa Ana another viable option to experience a rigorous and demanding education.

**STEM Curriculum**

The commercial/industrial component of the INDA provides a unique opportunity and atmosphere to place a high-tech, STEM-focused school. A specialty school in the INDA has the potential to partner with the local science and technology-based businesses to immerse students in high-quality science instruction based on the Next Generation Science Standards, provide project-based learning, and incorporate internship and leadership programs, in order to prepare students with the kinds of skills needed to compete in a global economy.

As the nation’s economy base has shifted from industry to technology, the future will require a highly adaptable and technologically-competent workforce. With increasing global competition, Orange County and SAUSD must keep a competitive edge in the STEM disciplines. The Charter SchoolThe Advanced Learning Academy aligns with this concept, and the District’s goal to prepare students for success in college, career, and society.

The number of Latino students pursuing STEM careers has historically been low. A notable cause of this is that Latino students have inadequate exposure to STEM curriculum. In California, where Latinos represent the fastest growing and soon to be the largest segment of the population, it is important to provide educational programs that engage and prepare Santa Ana students to choose career paths in STEM. The Charter SchoolThe Advanced Learning Academy plans to offer the District a unique educational program that accomplishes this goal.

**B. VISION**

The Charter SchoolThe Advanced Learning Academy has the same vision as the SAUSD: *We will work collaboratively and comprehensively with staff, parents, and the community to strengthen a learning environment focused on raising the achievement of all students and preparing them for success in college and career.*

**C. MISSION**

The Charter SchoolThe Advanced Learning Academy has the same mission as the SAUSD: *We assure well-rounded learning experiences, which prepare our students for success in college and career. We engage, inspire, and challenge all of our students to become productive citizens, ethical leaders, and positive contributors to our community, country, and a global society.*

~~The Charter School~~The Advanced Learning Academy's main objective is to provide a unique STEM-focused educational program to an under-served geographical area of the District. The educational program goals are as follows:

- Provide a safe, nurturing, small-school academic environment that cultivates respect for oneself and others
- Offer engaging, challenging curriculum designed to improve students' skills in STEM areas that will be based on Common Core State Standards and Next Generation Science Standards
- Provide a college and career preparatory program that inspires students to pursue STEM-related careers
- Provide high-tech, project-based curriculum that will engage and inspire students, thereby achieving optimal attendance rates and reducing dropout rates
- Sharpen students' critical thinking skills by providing hands-on, inquiry-based activities
- Infuse goal-oriented collaboration with daily instruction to optimize learning and support English Learners
- Expose students to engaging STEM curriculum and close the gap on the number of Latino students that pursue careers in STEM areas
- Retain strong staff that are role models and inspire students to achieve personal academic and career goals
- Encourage parent involvement and ensure students have academic, social, and emotional support to reach their highest potential
- Offer parent technology classes to allow parents to actively participate in their student's education and provide optimal student support

In alignment with the SAUSD's mission statement, ~~the Charter School~~the Advanced Learning Academy aims to graduate students with the following characteristics and values:

- Socially-responsible global citizens who embrace and value cultural diversity and contribute to the improvement of their community
- Critical thinkers that effectively utilize technology in their daily lives
- Motivated and follow an academic plan with an aspiration to follow a STEM career path
- Health conscious and understand the importance of nutrition and physical health on daily life
- Environmentally conscious and understand the importance of sustainability for the global future
- Great communicators who are skilled in sharing their thoughts, questions, ideas and solutions
- Creative problems solvers who try and develop new approaches to get things done

## ELEMENT ONE | EDUCATIONAL PROGRAM

**Governing Law:** A description of the educational program of the school, designed, among other things, to identify pupils whom the school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners. *Education Code Section 47605(b)(5)(A)(i).*

### A. MISSION

Our K-8 grade school will give students a world class education that will prepare them for success in high school, college, life, and a future career involving science, technology, engineering, and mathematics (STEM). To achieve this ambitious goal, all leadership decisions are executed to best support the mission and school staff with an unwavering commitment to the mission's success. Furthermore, we will work with students and their families to develop a community that fully supports every child's desire to attend and prepare for high school and college graduation. To lead students to reach their full academic potential, ~~the Charter School~~ the Advanced Learning Academy will provide a unique, engaging STEM-focused curriculum with specific educational program goals as follows:

- Provide a safe, nurturing, small-school academic environment that cultivates respect for oneself and others
- Offer engaging, challenging Common Core-based curriculum designed to improve students' skills in STEM areas
- Provide a college and career preparatory program that inspires students to pursue STEM-related careers
- Provide high-tech, project-based curriculum that will engage and inspire students, thereby achieving optimal attendance rates and reducing dropout rates
- Sharpen students' critical thinking skills by providing hands-on, inquiry-based activities
- Expose students to engaging STEM curriculum and close the gap on the number of Latino students that pursue careers in STEM areas
- Retain strong staff that are role models and inspire students to achieve personal academic and career goals
- Encourage parent involvement and ensure students have academic, social, and emotional support to reach their highest potential
- Offer parent technology classes to allow parents to actively participate in their student's education and provide optimal student support

As the nation's economy base has shifted from industry to technology, the future will require a highly adaptable and technologically-competent workforce. It is critical that the student population is science and technology literate. An education with a focus in STEM will help students acquire scientific and critical thinking habits. With increasing global competition, a successful, educated person in the 21<sup>st</sup> century must keep a competitive edge in the STEM disciplines.

Individual and societal decisions increasingly require some understanding of STEM, from comprehending medical diagnoses to managing daily activities with a wide variety of computer-based application. While there has been a rise in the number of STEM learning programs in the United States, the state of STEM learning still requires leaps and bounds before it can reach adequacy. Research suggests that many students are currently not prepared for the demands of the present and future economy. As measured by the National Assessment of Educational Progress, roughly 75 percent of U.S. 8<sup>th</sup> graders are not proficient in mathematics when they complete 8<sup>th</sup> grade. Furthermore, there are significant gaps in achievement between the following student population groups: black/white, Hispanic/white, and high-poverty/low-poverty gaps. U.S. students also lag behind the highest performing nations on international assessments. For example, only 10 percent of U.S. 8<sup>th</sup> graders met

the Trends in International Mathematics and Science Study advanced international benchmark in science, compared with 32 percent in Singapore and 25 percent in China.

For the advancement of STEM learning in the U.S., the National Research Council has established three U.S. STEM education goals, which our Charter School fully supports:

- 1. Expand the number of students who ultimately pursue advanced degrees and careers in STEM fields and broaden the participation of women and minorities in those fields.
- 2. Expand the STEM-capable workforce and broaden the participation of women and minorities in that workforce.
- 3. Increase STEM literacy for all students, including those who do not pursue STEM-related careers or additional study in the STEM disciplines.

To support our rigorous STEM curriculum, our school has incorporated five key elements from the National Research Council into our school’s design that will help ensure the effectiveness of our STEM instruction.

- 1. A coherent set of standards and curriculum found in Next Generation Science Standards
- 2. Teachers with a high capacity to teach in their discipline
- 3. A supportive system of assessment and accountability aligned with Smarter Balanced literacy claims
- 4. Adequate instructional time to promote deep learning
- 5. Equal access to high-quality STEM learning opportunities

**B. EDUCATIONAL PHILOSOPHY**

The Charter will meet the unique needs of students (K-8<sup>th</sup> grades) and families in the SAUSD, and will serve a student body that is reflective of the ethnic and socioeconomic diversity of the community. Students will be encouraged and nurtured by engaged parents, dedicated staff, and community partners. ~~The Charter School~~The Advanced Learning Academy will develop public-private partnerships with the surrounding higher education institutions and business community. By utilizing the local university and professional resources, we will link technology with academics and prepare students for higher education and professional opportunities.

*An Educated Person in the 21<sup>st</sup> Century*

Our goal is to ensure that all of our students develop the skills and behaviors necessary for academic, personal, and professional success in the 21<sup>st</sup> century. As the nation’s economy base has shifted from industry to technology, the future will require a highly adaptable and technologically-competent workforce. It is critical that the student population is science and technology literate. An education with a focus in STEM will help students acquire scientific and critical thinking habits. With increasing global competition, a successful, educated person in the 21<sup>st</sup> century must keep a competitive edge in the STEM disciplines. ~~The Charter School~~The Advanced Learning Academy will provide opportunities that engage and challenge students and allow them to demonstrate their learning and thinking process. Teachers will strive to integrate innovative technologies and research-based instructional strategies throughout the curriculum to prepare students to be confident critical thinkers and self-learners.

~~The Charter School~~The Advanced Learning Academy aims to graduate 21<sup>st</sup> century scholars who:

- Put their talent, expertise, and smarts to work with others to reach a goal
- Develop and utilize new and creative approaches to get things done
- Use technology effectively in their daily lives to access, organize, research and present information
- Are critical thinkers that connect the skills and content learned across the curriculum and evaluate multiple points of view

- Are motivated and follow an academic plan with an aspiration to follow a STEM career path
- Are effective communicators that collaborate, work effectively, and manage interpersonal relationships within diverse groups and settings
- Demonstrate content area and grade level achievement in reading, writing, mathematics, history and science
- Are socially responsible global citizens that embrace and respect cultural diversity
- Contribute to the improvement of life in their school and local community through leadership skills and participation in community projects
- Understand the importance of proper nutrition and physical health in daily life

### ***How Learning Best Occurs***

Learning best occurs when students are actively involved in the learning process, have direct experiences with the physical world, and relate these experiences to what they are learning in school. This process deepens students' knowledge and stimulates their curiosity and passion for learning. Students will discover how to learn, and develop the skills to become self-empowered learners. Experiential methods will engage each student and facilitate understanding of core concepts.

A high quality learning environment must be one that is highly structured and generously flexible, allowing students to explore and discover, and operates with high standards that challenge students. The ideal learning environment is one where teachers and students learn together through the open exchange of ideas and information.

Parent participation is an important element in ~~the Charter School~~the Advanced Learning Academy's educational philosophy and is consistent with SAUSD's Parent Involvement Framework. Students whose parents are involved in their education generally have higher grades, better attendance, higher homework submission rates, higher graduation rates and a better chance of continuing with their education after graduation. This is especially true for predominantly minority and/or lower income communities.

Guest speakers and field trips from local higher education institutions and STEM-focused companies will emphasize the links between instruction and practical application. Teacher-designed units will emphasize the main tenets of Common Core and Next Generation Science Standards. This design will allow students to make necessary school-to-life correlations. In order to be responsible members of society, students need to provide service to the community. Engaging in "real life" projects that are related to the curriculum will help students move from adolescence and school to adulthood and society.

By traveling through our Charter School's varied learning avenues and by experiencing our education program that is guided by rigorous common core state standards, students will be thoroughly prepared for success in their academic and professional careers.

### ***STEM Emphasis in Curriculum***

In agreement with the National Governors Association Center for Best Practices (NGA Center) and the Council of Chief State School Officers (CCSSO), ~~the Charter School~~the Advanced Learning Academy believes that an educated citizen in the 21<sup>st</sup> century must have the skills and understanding to participate and work productively in a technologically oriented and global environment. A significant step toward helping students achieve their maximum potential involves providing a rigorous, relevant and college preparatory curriculum. ~~The Charter School~~The Advanced Learning Academy's educational program specifically emphasizes science, technology, engineering and math (STEM) education. While the curriculum concentrates on STEM, it also provides a solid instruction in humanities and social sciences to educate the whole child.

Math courses will be based on the Common Core integrated course sequencing, which will provide a



comprehensive scope and sequence in an effort to address the diverse skills, interests and backgrounds of all learners. Students are assessed for their current knowledge and skill level and placed in the most appropriate class. Those with little math background are supported with remediation and intervention. Students with a strong background are provided with enrichment opportunities.

Science courses immerse students in the scientific method and encourage them to use the applicable technology to plan and organize projects, hypothesize, analyze data, and draw conclusions from tests they create. Students who have experience applying scientific inquiry and reasoning to real-world problems in the classroom will have a clear advantage when they are exposed to the types of questions that require similar thought and reasoning process as adults. Additionally, the site’s connection to the existing natural habitat offers a unique opportunity to design a curriculum that has a prominent environmental science component.

In keeping with the STEM emphasis, advanced courses are offered to spur interest and prepare students for STEM-related careers. Science classes employ technology in laboratory explorations and experimentation. The use of technology as an educational tool will motivate and engage students in their learning, accelerate their academic achievement, and equip them with the functional and critical thinking skills needed to succeed in a technology and media-driven environment. Computer simulations will assist in expanding the number of lab opportunities in all grade levels. Teachers effectively use the inquiry-based approach to engage students in the learning process while encouraging high levels of interest. Students’ observations and reflections are the key factors for maximum learning results through hands-on instruction.

~~The Charter School~~The Advanced Learning Academy implements collaborative conversations to challenge both high and low achieving students. To enhance critical-thinking skills, students work on inquiry-based activities and projects outside of the classroom throughout the school year. Each year ~~the Charter School~~the Advanced Learning Academy organizes a school-wide science fair, in which all students participate. ~~The Charter School~~The Advanced Learning Academy students then move on to participate in the regional and statewide science fairs.

***Technology Integrated Education***

Our curriculum integrates Math, Science, Social Science and Language Arts classes with technology education in a fun and comprehensive way. Different learning theories and practices such as project-based learning, student-centered learning, and differentiated instruction are incorporated into our technology integrated approach. The following are the ways by which we integrate technology into education:

- 1. All students complete a multi-year, comprehensive, and detailed technology curriculum
- 2. Teaching materials and assessment tools
- 3. Professional training for computer and core class teachers

The elementary component of the charter’s computer science curriculum focuses on the technology literacy skills requirement as identified in the Common Core State Standards as well as problem solving and creative thinking. The intermediate school component aims to provide strong skills in computer literacy and fundamentals of computational thinking in 6<sup>th</sup> and 7<sup>th</sup> grades and transitions into conceptual understanding of high school electives in 8<sup>th</sup> grade.

By the completion of their elementary school education, students will obtain fluency in computers and learn introductory level computer literacy. Their classes will be supported with problem solving and creative thinking skills. In grades 6 through 8, students will be offered computer and technology courses as electives. These electives include, but are not limited to, Computer Literacy, Computer Programming, Digital Art, and Robotics.

Academic interventions at ~~the Charter School~~the Advanced Learning Academy are targeted and the staff use data to closely monitor our students’ academic progress. Furthermore, these interventions focus on three levels of data: formative, interim, and summative. Discussion of each student’s progress or lack thereof takes place during department and grade level team meetings. In additional, adult technology courses will be offered to parents to allow parents to actively participate in their student’s education and ensure optimal student support at home.





### ***Field Trips and Guest Speakers***

Field trips will allow students to gain insight, information, or knowledge that cannot be adequately developed through regular classroom instruction. Field trips, therefore, are an integral part of the curriculum and are as essential to the instructional process as textbooks, equipment, and other instructional devices and teaching/learning strategies. Since not all children learn in the same way, field trips will support the application of learning by giving students the opportunity to expand their intelligence in ways different from those typically available inside the classroom. Visiting a research laboratory, a university campus (e.g., UCD), and meeting with scientists during these field trips or through guest speakers on campus will motivate students. Especially when some of these guest speakers or people they meet during field trips share the same culture with students, students will find new role models.

While most field trips are directly related to specific academic curricula, they also may address the need for intra- and inter- personal growth in children, and thus may be designed to promote social and emotional development and to provide for the development of the "whole" child.

### ***Peer Assisted Reading (PALS)***

Student and staff will participate in Peer Assisted Reading (PALS) that will occur three to four days a week for a minimum of 20 minutes per session. The classrooms will be equipped with libraries to provide access to a wide variety of books at appropriate reading levels. Students will be trained on PALS protocols and procedures. Students who are struggling academically will participate in additional English enrichment/intervention programs during the day and after school.

In order to determine the student's reading level, a computerized reading assessment that utilizes computer-adaptive technology is administered. Depending on the assessment results, students will receive a range of book recommendations that will challenge the student without causing frustration. Students' reading comprehension skills will be monitored. If a student continually obtains low scores while reading at his or her level, intervention will be immediately implemented. Assessment results will be used by teachers to inform their literacy strategies for individual students.

## **C. STUDENTS TO BE SERVED**

Students from all areas of SAUSD and the INDA will be recruited with a goal of creating an economically and ethnically diverse student population. ~~The Charter School~~ The Advanced Learning Academy will advertise to the entire SAUSD community and draw students that are attracted to the unique K-8 STEM program. ~~The Charter School~~ The Advanced Learning Academy aims to attract students from all cultural backgrounds within SAUSD, especially the Latino ethnicity. Historically, the number of Latino students pursuing careers in STEM areas has been low. A notable cause of these low numbers is that Latino students have inadequate exposure to STEM curriculum. ~~The Charter School~~ The Advanced Learning Academy will provide a unique program to a largely-Latino student population of SAUSD in the hopes of educating and inspiring students to pursue STEM-related careers in today's technology-driven economy.

As a sample student population, we have used the following SAUSD schools that have similarities in their educational programs to project the demographics of ~~the Charter School~~ the Advanced Learning Academy. The SAUSD fundamental schools have similar "magnet" educational programs that draw students from throughout the District. These schools would be expected to have student populations similar to ~~the Charter School~~ the Advanced Learning Academy that has a "magnet" STEM program. Sepulveda Elementary has a science-focused curriculum, and would also be expected to have similar demographics to ~~the Charter School~~ the Advanced Learning Academy. In addition, Taft Elementary and McFadden Intermediate schools are the SAUSD schools in closest proximity to ~~the Charter School~~ the Advanced Learning Academy and would be anticipated to have the most comparable demographics to the INDA (See Table 1 on the following page).



**TABLE 1: Sample Student Populations**

SCHOOLS	SCHOOL PROFILE					API		AYP	
	English Learners (%)	Free-Reduced Meals (%)	Statewide School Ranking	Similar School Ranking	PI Status	API	Growth from Prior Year	Met English Objective?	Met Math Objective?
<b>Similar Area Schools</b>									
Taft Elementary	41.1	70.9	4	6	Year 3	794	+8	No	No
McFadden Intermediate	33.4	78.7	2	5	Year 5	739	+28	No	Yes
<b>Similar Program Schools</b>									
Greenville Fundamental Elementary	28.9	57.0	9	10	n/a	886	-1	No	No
MacArthur Fundamental Intermediate	6.6	68.0	8	9	Year 4	858	+9	Yes	No
Mendez Fundamental Intermediate	20.7	79.6	7	9	Year 3	829	+16	No	No
Muir Fundamental Elementary	34.2	57.6	9	10	n/a	904	+11	Yes	Yes
Sepulveda Elementary	61.7	83.1	5	10	n/a	770	-29	No	No
Thorpe Fundamental Elementary	30.9	62.6	9	10	n/a	901	-1	Yes	Yes

**TABLE 1 (Continued): Sample Student Populations**

SCHOOL	ETHNICITY PERCENTAGES (%)								
	American Indian	Asian	Pacific Islander	Filipino	African American	White	2 or More Races	None Reported	Hispanic
<b>Similar Area Schools</b>									
Taft Elementary	0.2	6.6	0.4	0.7	3.1	6.1	2.4	0	80.5
McFadden Intermediate	0	4.0	0.3	0.5	0.9	1.6	0.4	0	92.3
<b>Similar Program Schools</b>									
Greenville Fundamental Elementary	0.2	11.5	0.2	0.8	0.9	4.3	2.1	0.1	79.9
MacArthur Fundamental Intermediate	0	9.3	0.1	0.8	0.8	2.0	1.0	0	86.0
Mendez Fundamental Intermediate	0.1	0.6	0.1	0	0.3	0.6	0.3	0	98.0
Muir Fundamental Elementary	0.5	2.2	0.2	0.5	0.6	3.6	0.7	0	91.7
Sepulveda Elementary	0.2	0.5	0	0.2	0.5	0.2	0.2	0	98.2
Thorpe Fundamental Elementary	0	7.9	0.5	0.7	0.7	2.6	0.8	0	86.8

### ***Priority Enrollment***

The main objective of ~~the Charter School~~The Advanced Learning Academy is to house students generated from the INDA. Priority enrollment will be given to students that reside in this area. Second enrollment priority will be given to SAUSD students attending other SAUSD impacted (overcrowded) schools. Third enrollment priority will be given to SAUSD students attending any other SAUSD schools. Any other students that choose to attend ~~the Charter School~~The Advanced Learning Academy will be admitted as facility capacity allows. If Irvine Unified School District (IUSD) students in the vicinity wish to enroll, they will first be required to obtain an inter-district transfer release from IUSD. At full capacity, ~~the Charter School~~The Advanced Learning Academy will serve 600 students in grades K-8. If the number of students who wish to attend ~~the Charter School~~The Advanced Learning Academy exceeds the school's capacity, enrollment preferences will be given as explained in Element 8.

### ***Student Projection***

~~The Charter School~~The Advanced Learning Academy site is located within an area of the SAUSD that has experienced significant development, and is planned to continue developing with residential and retail mixed-uses. Residential development projects totaling 4,658 units are planned to be developed in the next 2-5 years. An additional 902 units were previously submitted to the City of Irvine, but since withdrawn or expired as a result of the economic depression. This residentially-designated land has the potential to become future residential projects again as the market returns, and should be considered in the enrollment projection for the INDA build-out (see Exhibit 4 in Element 18). Together these total 5,560 planned units planned within SAUSD. When added to the existing 4,755 units, the INDA would contain a total of more than 10,000 residential units within SAUSD boundaries. Based on various student generation rates (SGR) obtained from gathered data, the INDA residential units have the potential to generate 300-600 students within SAUSD, as detailed in Tables 2 and 3.

A conservative SGR was obtained using the number of students currently residing in the area. As the INDA continues to grow and evolve into a mixed-use community, it will become more attractive to families and is anticipated to generate additional students. Therefore, an additional enrollment projection was prepared to project the number of students at build-out of the approximately 10,000 residential units. Since the type of residential development within the INDA is consistent with the residential development within the IUSD, the build-out projection utilizes the IUSD's SGR for higher-density attached units. In addition to INDA units with SAUSD, ~~the Charter School~~The Advanced Learning Academy has the potential to draw students from the residential development just outside the SAUSD boundaries in the vicinity of the school site, as shown in Exhibit 4 (See Element 18), and the potential to draw students from other areas of the SAUSD that are drawn to the specialized STEM instructional program.

**TABLE 2: Conservative Enrollment Projection**

School Level	SGR	# of Units	Students Generated
Elementary	0.040	4,658	186
Intermediate	0.012	4,658	56
Total	0.052	4,658	<b>242</b>

NOTE: Based on the current number of students in the INDA.

**TABLE 3: Enrollment Projection at Build-out**

School Level	SGR	# of Units	Students Generated
Elementary	0.0500	10,000	500
Intermediate	0.0100	10,000	100
Total	0.0600	10,000	<b>600</b>

NOTE: Based on the IUSD's student generation rate.

~~The Charter School~~The Advanced Learning Academy believes the conservative projection best constitutes the anticipated enrollment for its opening year (August 2017). The build-out projection is used for the charter’s full-enrollment projection. In consideration that this area is not currently served by a school facility, and the school is likely to draw “magnet” enrollment from outside the INDA, we believe this enrollment is feasible, is backed by development research, and is reasonably achievable.

~~The Charter School~~The Advanced Learning Academy will open as an elementary school serving 240 students from grades ~~K~~1-6, and over a 3-year period, it will expand into a K-8 school with 600 students. As the residential development continues within the INDA, ~~the Charter School~~the Advanced Learning Academy will build its enrollment until it reaches full-enrollment at 600 students.

## D. CURRICULUM & INSTRUCTIONAL DESIGN

Our goal is to provide students a world class education that will prepare them for success in high school, college, life, and a future STEM career. To achieve this ambitious goal, we will employ research-based strategies proven to increase student achievement, provide an engaging STEM-focused educational program that is based on Common Core State Standards and Next Generation Science Standards, and work with students and families to develop an environment that fully supports students and their needs.

The program at ~~the Charter School~~the Advanced Learning Academy will combine the following instructional strategies for a balanced approach to instruction:

- Develop positive attitudes toward science
- Increase students’ interest in STEM and reading
- Provide an innovative, engaging Common Core standards-based curriculum
- Sharpen students’ critical thinking skills by providing hands-on inquiry activities
- Increase vocabulary knowledge and conceptual understanding
- Provide field trips, internship opportunities, and guest motivational speakers
- Engage students with independent and group projects
- Conduct ongoing assessment and intervention
- Provide ample access to technology and incorporate technology into the daily instruction
- Provide differentiated curriculum and scaffolding supports

~~The Charter School~~The Advanced Learning Academy’s instructional program is based around providing ~~hands-on~~project-based, inquiry ~~based~~oriented instruction. Significant research has been conducted about the benefits of an inquiry-based science program for special populations. Inquiry-oriented teaching may be especially valuable for many underserved and underrepresented populations. As noted by the North Central Regional Education Laboratory, “All students—especially those at risk—need to be engaged in interesting and challenging learning that goes beyond basic proficiencies.”

The more interested and engaged students are by a subject or project, the easier it will be for them to construct in-depth knowledge of it. Learning becomes almost effortless when something reflects their own interests. According to the Center for Inquiry, inquiry-based learning provides advantages for all students:

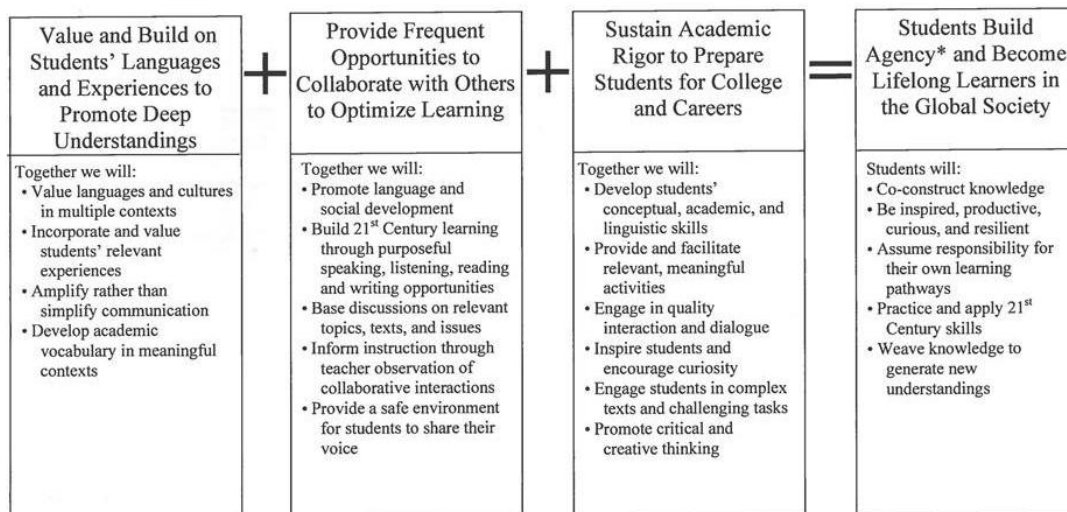
- An inquiry-based learning approach is flexible and works well for projects that range from the extensive to the bounded, from the research-oriented to the creative, from the laboratory to the Internet. It is essential, however, that you plan ahead so you can guide kids to suitable learning opportunities.
- Students who have trouble in school because they do not respond well to lectures and memorization will blossom in an inquiry-based learning setting, awakening their confidence, interest, and self-esteem.
- The traditional approach tends to be very vertical: the class studies science for a while, for example, then language arts, then math, then geography. In contrast, the inquiry-based approach is at its best when

working on interdisciplinary projects that reinforce multiple skills or knowledge areas in different facets of the same project. The traditional approach is sharply weighted toward the cognitive domain of growth, whereas inquiry-based learning projects positively reinforce skills in all three domains—physical, emotional, and cognitive.

- Inquiry-based learning is particularly well-suited to collaborative learning environments and team projects. Activities can be created in which the entire class works on a single question as a group (the whole group must truly care about the question) or in teams working on the same or different questions. Inquiry-based learning also works well when each student develops an individual project if some elements of collaboration or sharing are required.
- An inquiry-based approach can work with any age group. Even though older students will be able to pursue much more sophisticated questioning and research projects, a spirit of inquiry can be cultivated even with the youngest student, in an age-appropriate manner.

### EXHIBIT 1: SAUSD's Theoretical Framework for Common Core Implementation

**THEORY OF ACTION:** By establishing and applying a coherent K-8 theoretical foundation for pedagogical practice, we will provide meaningful interactions and consistent intellectual rigor that supports all students, including English Learners, to be college and career ready and well-versed in 21<sup>st</sup> Century Skills



Sources Referenced: Walqui, A & van Lier, V, Scaffolding the Academic Success of Adolescent English Language Learners, (2010), Walqui, A., Scaffolding Instruction for English Language Learners: A Conceptual Framework, (2006), Wong, L., What Does Text Complexity Mean for English Learners and Language Minority Students (2011)

\*Active involvement and the development of autonomy

### Literacy

Although ~~the Charter School~~ the Advanced Learning Academy specializes in STEM curriculum, it also is committed to enhancing the literacy and language skills of all students, and especially literacy development of Latino students. From kindergarten through fifth grade, students benefit from two and a half hours a day of literacy instruction and practice—mastering foundational skills in phonemic awareness, phonics, fluency, comprehension, vocabulary, writing, grammar, spelling, research, listening, and oral presentation skills necessary to be effective communicators in English. ~~The Charter School~~ The Advanced Learning Academy uses a literature-

based literacy program, to help students master all of the Common Core State Standards and become habitual, critical readers.

Key elements of the school’s literacy program include:

- *Phonics.* Kindergarten and first grade literacy focuses on the development of foundational skills. Each day students receive 45 minutes of direct phonics instruction during literacy rotations. This instruction occurs in small groups to allow teachers to differentiate instruction in order to meet the needs of all of the students in the classroom.
- *Fluency and Decoding.* Students are placed in small groups based on initial diagnostic assessments that follow PALS protocols and procedures. This allows teachers to meet students at their current level, remediate specific deficits, and accelerate them to grade-level standards of proficiency. Teachers running these small groups are trained in early literacy and English language development in order to provide students with the phonemic awareness and phonics skills necessary for reading success. Several research-based programs have proven effective with similar populations of students. Students receive additional reading instruction until their assessment results indicate that fluency and decoding remediation is no longer needed.
- *Comprehension and the Use of Literature.* Understanding the written word is likely a student’s best indicator of future school success. In order to ensure that all students develop proficient comprehension of all types of text, ~~the Charter School~~the Advanced Learning Academy provides multiple opportunities for skill development with a variety of texts with a focus on informational text. We believe strongly in the use of full pieces of literature, rather than the excerpts commonly used in the traditional basal reader. However, both the far reading and close reading strategies will be deployed to support deep analyses of text.

~~The Charter School~~The Advanced Learning Academy’s reading classes are grounded in the use of grade-level and above grade-level books and use an additional decoding and comprehension phonics program to support students who are struggling. Most of the novels selected for use in our reading classes were chosen from the Common Core State Standards.

Teachers read aloud short stories, novels, poems, and nonfiction to model fluent, expressive reading of texts at and above the students’ grade level. Through the deliberate —think aloud of metacognitive strategies, teachers help students develop the habits of effective readers. Teachers also provide direct instruction about these metacognitive strategies, give students opportunities to practice and share their own thought processes, and offer constructive feedback that pushes students to deeper understanding, both in whole-class demonstrations and one-on-one reading conferences.

In kindergarten through grade five, students also practice these reading strategies in their core reading classes and in leveled, guided reading groups. These guided reading classes support the work of the core reading classes and are based on the same units of study and content standards as the core reading course. All teachers in the school (not simply English-Language Arts teachers) are assigned a group of students based on reading fluency, decoding, and comprehension assessment data. These groups are smaller in size than other core classes in order to provide increased opportunities for each student to read and receive specific feedback from their teacher. Teachers lead students through shared texts, with a level of support appropriate to the group’s reading level..

A textual analysis component provides students the opportunity to apply specific reading skills to shorter pieces of texts that, through repeated practice, help students develop their ability to decipher questions and use evidence from the text to support their answers. These passages and questions are carefully selected to prepare students for mastery of the reading standards at each grade level.



Students read independently for at least 30 minutes a day in grades K-3 and an hour a day in grades 4-8, including supervised reading time at school and assigned reading at home.

- *Vocabulary.* The development of academic vocabulary is a school-wide focus. Teachers in all content areas use research-based best practices for explicitly teaching new words, providing opportunities to learn words in context, and providing students with the necessary opportunities to practice these words repeatedly across content areas in collaborative conversations and writing. In addition, teachers provide students with instruction about word parts (prefixes, suffixes, and Latin and Greek roots) and strategies for learning new words so that students increase their vocabularies as they encounter unfamiliar words in their daily reading.
- *Writing and Grammar* Students in kindergarten through sixth grade also have opportunities to write for multiple purposes to improve their writing skills. They will write arguments to support claims in an analysis of substantive topics and off selected texts. In addition, students will write informative and explanatory texts to examine and convey complex ideas and information as well as narratives to develop read or imagined experiences or events.

In addition, through the explicit teaching and practice of grammar and spelling rules, students master conventions of the English language and will be held accountable for these conventions in the writing they complete at school—not just in writing, but in all of their classes. Students are expected to write every day, in every class and for a variety of purposes.

*Mathematics*

All students need a high-quality mathematics program designed to prepare them to graduate from high school ready for college and careers. In support of this goal, SAUSD adopted the Common Core State Standards in mathematics. The following is a brief summary of the standards by grade:

*Kindergarten:*

1. Counting and Cardinality
  - Know number names and the count sequence
  - Count to tell the number of objects
  - Compare numbers
2. Operations and Algebraic Thinking
  - Understand addition as putting together and adding to, and understand subtraction as taking apart and taking from
3. Number and Operations in Base Ten
  - Work with numbers 11–19 to gain foundations for place value
4. Measurement and Data
  - Describe and compare measurable attributes
  - Classify objects and count the number of objects in categories
5. Geometry
  - Identify and describe shapes
  - Analyze, compare, create, and compose shapes

*First Grade:*

1. Operations and Algebraic Thinking
  - Represent and solve problems involving addition and subtraction.
  - Understand and apply properties of operations and the relationship between addition and subtraction.
  - Add and subtract within 20.
  - Work with addition and subtraction equations.
2. Number and Operations in Base Ten
  - Extend the counting sequence.
  - Understand place value.

- Use place value understanding and properties of operations to add and subtract.
3. Measurement and Data
    - Measure lengths indirectly and by iterating length units.
    - Tell and write time.
    - Represent and interpret data.
  4. Geometry
    - Reason with shapes and their attributes.

#### *Second Grade:*

1. Operations and Algebraic Thinking
  - Represent and solve problems involving addition and subtraction.
  - Add and subtract within 20.
  - Work with equal groups of objects to gain foundations for multiplication.
2. Number and Operations in Base Ten
  - Understand place value.
  - Use place value understanding and properties of operations to add and subtract.
3. Measurement and Data
  - Measure and estimate lengths in standard units.
  - Relate addition and subtraction to length.
  - Work with time and money.
  - Represent and interpret data.
4. Geometry
  - Reason with shapes and their attributes.

#### *Third Grade:*

1. Operations and Algebraic Thinking
  - Represent and solve problems involving multiplication and division.
  - Understand properties of multiplication and the relationship between multiplication and division.
  - Multiply and divide within 100.
  - Solve problems involving the four operations, and identify and explain patterns in arithmetic.
2. Number and Operations in Base Ten
  - Use place value understanding and properties of operations to perform multi-digit arithmetic.
3. Number and Operations—Fractions
  - Develop understanding of fractions as numbers.
4. Measurement and Data
  - Solve problems involving measurement and estimation of intervals of time, liquid volumes, and masses of objects
  - Represent and interpret data.
  - Geometric measurement: understand concepts of area and relate area to multiplication and to addition.
  - Geometric measurement: recognize perimeter as an attribute of plane figures and distinguish between linear and area measures.
5. Geometry
  - Reason with shapes and their attributes.

#### *Fourth Grade:*

1. Operations and Algebraic Thinking
  - Use the four operations with whole numbers to solve problems.
  - Gain familiarity with factors and multiples.
  - Generate and analyze patterns.

2. Number and Operations in Base Ten
  - Generalize place value understanding for multi-digit whole numbers.
  - Use place value understanding and properties of operations to perform multi-digit arithmetic.
3. Number and Operations—Fractions
  - Extend understanding of fraction equivalence and ordering.
  - Build fractions from unit fractions by applying and extending previous understandings of operations on whole numbers.
  - Understand decimal notation for fractions, and compare decimal fractions.
4. Measurement and Data
  - Solve problems involving measurement and conversion of measurements from a larger unit to a smaller unit.
  - Represent and interpret data.
  - Geometric measurement: understand concepts of angle and measure angles.
5. Geometry
  - Draw and identify lines and angles, and classify shapes by properties of their lines and angles.

*Fifth Grade:*

1. Operations and Algebraic Thinking
  - Write and interpret numerical expressions.
  - Analyze patterns and relationships.
2. Number and Operations in Base Ten
  - Understand the place value system.
  - Perform operations with multi-digit whole numbers and with decimals to hundredths.
3. Number and Operations—Fractions
  - Use equivalent fractions as a strategy to add and subtract fractions.
  - Apply and extend previous understandings of multiplication and division to multiply and divide fractions.
4. Measurement and Data
  - Convert like measurement units within a given measurement system.
  - Represent and interpret data.
  - Geometric measurement: understand concepts of volume and relate volume to multiplication and to addition.
5. Geometry
  - Graph points on the coordinate plane to solve real-world and mathematical problems.
  - Classify two-dimensional figures into categories based on their properties.

*Sixth Grade:*

1. Ratios and Proportional Relationships
  - Understand ratio concepts and use ratio reasoning to solve problems.
2. The Number System
  - Apply and extend previous understandings of multiplication and division to divide fractions by fractions.
  - Compute fluently with multi-digit numbers and find common factors and multiples.
  - Apply and extend previous understandings of numbers to the system of rational numbers.
3. Expressions and Equations
  - Apply and extend previous understandings of arithmetic to algebraic expressions.
  - Reason about and solve one-variable equations and inequalities.
  - Represent and analyze quantitative relationships between dependent and independent variables.
4. Geometry
  - Solve real-world and mathematical problems involving area, surface area, and volume.

5. Statistics and Probability
  - Develop understanding of statistical variability.
  - Summarize and describe distributions.

*Seventh Grade:*

1. Ratios and Proportional Relationships
  - Analyze proportional relationships and use them to solve real-world and mathematical problems.
2. The Number System
  - Apply and extend previous understandings of operations with fractions to add, subtract, multiply, and divide rational numbers.
3. Expressions and Equations
  - Use properties of operations to generate equivalent expressions.
  - Solve real-life and mathematical problems using numerical and algebraic expressions and equations.
4. Geometry
  - Draw, construct and describe geometrical figures and describe the relationships between them.
  - Solve real-life and mathematical problems involving angle measure, area, surface area, and volume.
5. Statistics and Probability
  - Use random sampling to draw inferences about a population.
  - Draw informal comparative inferences about two populations.
  - Investigate chance processes and develop, use, and evaluate probability models.

*Eighth Grade:*

1. The Number System
  - Know that there are numbers that are not rational, and approximate them by rational numbers.
2. Expressions and Equations
  - Work with radicals and integer exponents.
  - Understand the connection between proportional relationships, lines, and linear equations.
  - Analyze and solve linear equations and pairs of simultaneous linear equations.
3. Functions
  - Define, evaluate, and compare functions.
  - Use functions to model relationships between quantities.
4. Geometry
  - Understand congruence and similarity using physical models, transparencies, or geometry software.
  - Understand and apply the Pythagorean Theorem.
  - Solve real-world and mathematical problems involving volume of cylinders, cones, and spheres.
5. Statistics and Probability
  - Investigate patterns of association in bivariate data.

***Computer Science***

- | At ~~the Charter School~~ the Advanced Learning Academy, every teacher will have access to dedicated computers in their classrooms to prepare and present teaching activities such as class documentary movies, presentations, etc.
- | Wireless network access will be available at ~~the Charter School~~ the Advanced Learning Academy. Teachers will use various types of technology during classroom instruction, including computer and projector, interactive technology tools, and access to educational websites. Furthermore, the school will utilize computers to support the instructional and managerial needs, such as online grades and attendance information, online homework, and student progress reports for parents using the school information system.

During intervention, teachers use educational materials that provide review, re-teach and enrichment programs.

~~The Charter School~~The Advanced Learning Academy would utilize the same computer software programs and other resources as SAUSD that allow teachers to monitor the progress of students who are achieving below grade level, and provide software generated tests and personalized instructional materials based on common core and California content standards/framework which have not been achieved.

Students at ~~the Charter School~~the Advanced Learning Academy will develop their ability to use technology as a tool for learning, research, observation, and communication. ~~The Charter School~~The Advanced Learning Academy encourages parents' active use of school's technology resources by offering free tutorial sessions on how to track student's performance using School information system and providing computer access to all parents. ~~The Charter School~~The Advanced Learning Academy is aware of the fact that, given its target population, a high percentage of students may have either limited or no access to any computer outside the school. ~~The Charter School~~The Advanced Learning Academy's computer science curriculum is designed for students with limited computer experience. Students requiring extra time with a computer will have the opportunity to visit the computer lab after school.

### ***Textbooks & Instructional Materials***

~~The Charter School~~The Advanced Learning Academy, as a District-dependent charter, will adopt instructional materials that are aligned with Common Core State Standard instructional materials. ~~The Charter School~~The Advanced Learning Academy's Co-Director will work with the District's ~~Chief Academic Officer~~Educational Services Division and teacher leaders to identify, evaluate, and select appropriate materials and to make modifications to core and additional instructional resources.

### ***Small School Environment***

Research has repeatedly indicated that small schools are highly effective in ensuring that urban students reach proficiency. Among the benefits of smaller schools are:

- Lower dropout rates
- More course completion
- Higher grades and improvements in standardized test scores
- Better attendance
- Less exposure to violence
- Increased student engagement and achievement
- Better communication among the staff
- Increased parent involvement
- Greater accountability

At full enrollment ~~the Charter School~~the Advanced Learning Academy will serve 600 students kindergarten through eighth grade. This small size and strategic growth plan allows us to create an environment where every staff member knows each student by name, individual supports are a vital component of the daily schedule, and a strong, orderly, academic culture is consistently maintained. This small school size provides the structure necessary for student success while at ~~the Charter School~~the Advanced Learning Academy and also allows the students to develop the character and discipline necessary for future success.

### ***Culture of High Expectations***

~~The Charter School~~The Advanced Learning Academy has created a structured learning environment where everyone is held to high behavioral and academic expectations at all times. Leaders, teachers, and staff are expected to be professionals who work to the absolute best of their ability to ensure each student's success. Every

staff member must be organized, meticulous, and passionate in the school-wide pursuit of excellence. Each is be a model of the lifelong learner we challenge our students to become.

The leadership, teachers, and staff work together to create and support the high level of structure necessary for students to succeed academically and behaviorally. A clearly defined Code of Conduct outlines the behaviors expected from each student and the consequences for both positive and negative choices. Seemingly small details are given careful attention at ~~the Charter School~~the Advanced Learning Academy. From strict enforcement of the uniform policy, to standards for binder organization, to rules for behavior in the hallway, every detail is planned to ensure a safe, orderly, respectful school community.

In addition to this highly structured approach to management and discipline, ~~the Charter School~~the Advanced Learning Academy also works to create a caring, joyful community in which positive reinforcement and explicit character development efforts help students to build intrinsic motivation. Based on the success of this approach as used at the highest-performing urban charter schools serving a similar population, consistent enforcement of consequences for small infractions prevents larger infractions from occurring.

*Sample Instructional Calendar & Bell Schedule*

**TABLE 4:** *Sample Elementary Bell Schedule*

Lower Elementary (TK-2)		
Breakfast	8:15 AM	8:30 AM
Reading/Writing/ELA	8:30 AM	10:20 AM
Recess	10:20 AM	10:40 AM
Math	10:40 AM	12:05 PM
Lunch	12:05 PM	12:30 PM
PALS (READING)	12:30 PM	12:55 PM
Specials	12:55 PM	1:40 PM
Science/Social Studies	1:40 PM	2:25 PM
Dismissal	2:25 PM	2:40 PM
Tutoring / Clubs	2:40 PM	3:30 PM

**TABLE 5: Sample Intermediate Bell Schedule**

			6	7	8
1st Period	8:00 AM	8:56 AM	ENGLISH	ENGLISH	ENGLISH
2nd Period	9:00 AM	9:56 AM	MATH	MATH	MATH
3rd Period	10:00 AM	10:56 AM	SOCIAL STUDIES	SOCIAL STUDIES	SOCIAL STUDIES
LUNCH	11:00 AM	11:28 AM	LUNCH	LUNCH	LUNCH
Reading	11:32 AM	12:00 PM	PALS	PALS	PALS
4th Period	12:04 PM	1:00 PM	SCIENCE	SCIENCE	SCIENCE
5th Period	1:04 PM	2:00 PM	ELECTIVE/ ELA-MATH ENRICHMENT	ELECTIVE/ ELA-MATH ENRICHMENT	ELECTIVE/ ELA-MATH ENRICHMENT
6th Period	2:04 PM	3:00 PM	ELECTIVE/ ELA-MATH ENRICHMENT	ELECTIVE/ ELA-MATH ENRICHMENT	ELECTIVE/ ELA-MATH ENRICHMENT
After School	3:10 PM	4:00 PM	TUTORING/CLUBS	TUTORING/CLUBS	TUTORING/CLUBS

**EXHIBIT 2: Sample Academic School Calendar**

Santa Ana Unified School District 2013-2014 - Sample Academic School Calendar																											
JULY 2013							AUGUST 2013							SEPTEMBER 2013							OCTOBER 2013						
M	T	W	Th	F			M	T	W	Th	F			M	T	W	Th	F			M	T	W	Th	F		
1	2	3	4	5										2	3	4	5	6				1	2	3	4		
8	9	10	11	12			5	6	7	8	9			9	10	11	12	13			7	8	9	10	11		
15	16	17	18	19			12	13	14	15	16			16	17	18	19	20			14	15	16	17	18		
22	23	24	25	26			19	20	21	22	23			23	24	25	26	27			21	22	23	24	25		
29	30	31					26	27	28	29	30			30							28	29	30	31			
4 Holiday - Independence Day							26 Duty Day - Student Free Day 27 First Day of Instruction Professional Development Day *Refer to bottom right of calendar							2 Holiday - Labor Day 12 Back to School Night Modified Day							11 Progress Reports Modified Day						
Instructional Days: 0							Instructional Days: 4							Instructional Days: 20							Instructional Days: 23						
NOVEMBER 2013							DECEMBER 2013							JANUARY 2014							FEBRUARY 2014						
M	T	W	Th	F			M	T	W	Th	F			M	T	W	Th	F			M	T	W	Th	F		
				1												1	2	3			3	4	5	6	7		
4	5	6	7	8			9	10	11	12	13			6	7	8	9	10			10	11	12	13	14		
11	12	13	14	15			16	17	18	19	20			13	14	15	16	17			17	18	19	20	21		
18	19	20	21	22			23	24	25	26	27			20	21	22	23	24			24	25	26	27	28		
25	26	27	28	29			30	31						27	28	29	30	31									
1 Professional Development Day - Student Free Day 20 End of Trimester (60 Days) Progress Reports Holiday - Veteran's Day / Thanksgiving Modified Day Non-Instruction - Thanksgiving Recess							9 Duty Day - Student Free Day / Parent Conferences Modified Day / Parent Conferences Non-Instruction - Winter Recess Holiday - Winter Recess							1 Holiday - Winter Recess 20 Holiday - Martin Luther King, Jr. Day Modified Day Non-Instruction - Winter Recess							7 Progress Report 10 Holiday - Lincoln Day 17 Holiday - Washington Day Modified Day						
Instructional Days: 14							Instructional Days: 14							Instructional Days: 14							Instructional Days: 18						
MARCH 2014							APRIL 2014							MAY 2014							JUNE 2014						
M	T	W	Th	F			M	T	W	Th	F			M	T	W	Th	F			M	T	W	Th	F		
3	4	5	6	7			7	8	9	10	11			5	6	7	8	9			2	3	4	5	6		
10	11	12	13	14			14	15	16	17	18			12	13	14	15	16			9	10	11	12	13		
17	18	19	20	21			21	22	23	24	25			19	20	21	22	23			16	17	18	19	20		
24	25	26	27	28			28	29	30					26	27	28	29	30			23	24	25	26	27		
31																					30						
19 End of Trimester (60 Days)/Modified Day Progress Reports Modified Day / Parent Conference							17 Open House 30 Modified Day / Testing Window Modified Day / Parent Conference Non-Instruction - Spring Recess Testing Window							9 Progress Report / Testing Window 26 Holiday - Memorial Day Modified Day / Testing Window Testing Window							19 Last Day of Instruction / Modified Day End of Trimester (60 Days) 20 Duty Day - Student Free Day Modified Day						
Instructional Days: 21							Instructional Days: 17							Instructional Days: 21							Instructional Days: 14						
IMPORTANT INFORMATION							DAYS OF INSTRUCTION							PROFESSIONAL DEVELOPMENT DAYS													
1. First Day of Service: August 22, 2013 2. First Day of Instruction: August 27, 2013							180 days Students attend school Parent Conferences: December 9 - 13, 2013 March 31 - April 4, 2014							August 22, 2013: 6 hours (1.0 workday) August 23, 2013: 6 hours (1.0 workday) November 1, 2013: 3 hours (0.5 workday) Total: 15 hours (2.5 Professional Development)													
Board Approved: March 26, 2013 Updated: April 4, 2013																											

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## E. PLAN FOR ACADEMICALLY LOW ACHIEVING STUDENTS

California's high stakes standardized testing program provides results too late for meaningful academic adjustments. Therefore, ~~the Charter School~~ the Advanced Learning Academy students will be tested in the beginning of the school year and several times during the year with standards-based and large-scaled tests, and necessary adjustments to the instruction are made based upon the data.

Campus-wide tests will be used to measure individual levels of student performance reflected in state adopted content standards. The tests will measure various skills, such as analytic ability, critical thinking, and synthesis. While the testing is not used as a basis for student promotion, it will provide a valuable resource to identify students in need of remediation and intervention. The tests will be administered three times every academic year. They adapt to the student's ability, measuring what a child knows and needs to learn. They also measure academic growth over time, independent of grade level or age.

Students are tested in four main subject areas: Reading, Language Usage, Mathematics, and Science. Based on results, student performances will be identified as one of the following:

- Proficient and growing
- Proficient and not growing
- Growing but not proficient
- Not growing and not proficient

While we believe that most students' needs will be met by the wide variety of school-wide supports in place, ~~the Charter School~~ the Advanced Learning Academy is committed to working with students who are achieving below grade level in order to help them achieve at expected levels.

A student at ~~the Charter School~~ the Advanced Learning Academy is considered low-achieving if they meet the following criteria:

1. Performing more than one level below his/her actual grade level based on class assignments and assessments, including a proficient score ~~of Below Basic or Far Below Basic~~ on the California Assessment of Student Performance and Progress (CST-CAASPP) and equivalent scores on Measures of Academic Performance (nationally-normed MAP) assessments
2. Earning below 70% in one or more core subjects and therefore in danger of failing the grade
3. Not on track to make at least one grade level of growth in reading, writing, and math

Students with below-grade-level skills benefit from the following components of our school's design:

- Highly skilled teachers who use a variety of effective teaching strategies and techniques
- Supportive culture of high expectations and discipline
- Predictable class structure in all content areas
- Extended time for literacy (reading and writing) instruction in grades kindergarten through six
- Small, leveled guided reading groups in grades kindergarten through five
- Systematic, explicit instruction in phonics and phonemic awareness in kindergarten through first grade
- Systematic reading strategy and textual analysis instruction
- Extensive independent reading at each student's level
- Small group math instruction in grades kindergarten through three
- Systematic writing and grammar instruction
- Word Walls to reinforce academic vocabulary
- Frequent use of —think-pair-share and other cooperative learning strategies
- Use of graphic organizers to represent ideas
- Reinforcement of ELA standards in all content areas



- Explicit vocabulary instruction in all content areas
- Group work and oral presentations in all content areas
- Frequent use of assessments and specific feedback from teachers
- Frequent communication with and engagement of parents in supporting academic and behavioral expectations

In upper grades, students identified as low achieving will also attend intensive obligatory after school programs tailored towards each student’s needs. This specialized strategy provides the opportunity for struggling students to master the relevant subject’s content standards.

Students demonstrating adequate improvement can advance to a satisfactory level where they are provided moderate tutoring sessions and various fun opportunities, such as recreational clubs, and community trips. For those low-achieving students who do not positively respond to intervention/instruction, the homeroom teachers may decide to include them in different recreational activities to promote students’ interest in learning. The teacher will regularly monitor academic improvement for these low achieving students through in-class assessment and monitoring tools. Parents will remain informed of their student’s academic progress during this process via parent-student-teacher meetings and parent access to student grades and progress reports.

## F. PLAN FOR ACADEMICALLY HIGH ACHIEVING STUDENTS

We are committed in engaging in comprehensive strategies for all students enrolled at ~~the Charter School~~the Advanced Learning Academy. While we believe that most students are appropriately challenged by our rigorous academic program, ~~the Charter School~~the Advanced Learning Academy is committed to working with students who are performing above grade level to provide additional challenge.

Students earning advanced scores on the ESTCAASPP or MAP, or otherwise identified by the staff as high-achieving, benefit from the following components of our school’s design:

- Highly skilled teachers who use a variety of effective teaching strategies and techniques that challenge each student
- Small school size and safe environment, where academic achievement is cool
- Small, leveled guided reading groups that allow high-achieving students to access challenging literature
- Extensive independent reading at each student’s level that allows each child to excel at his or her own pace
- Frequent use of “think-pair-share” and other cooperative learning strategies
- Opportunities to further develop literacy skills in all content areas
- Group work and oral presentations in all content areas
- Frequent use of assessments and specific feedback from teachers
- Frequent communication with and engagement of parents in supporting our college preparatory mission
- Opportunities to build leadership skills through peer tutoring

Classroom teachers are trained to differentiate lessons to meet the needs of advanced learners, and provide learning experiences that meet the special needs of these students with regard to the pace of lessons, the depth of content presented, and variety of processes used and products created.

High-achieving students will also be offered opportunities to study a variety of advanced concepts in core academic subjects and enrichment topics. Additional opportunities for high-achieving students include advanced book clubs, poetry readings, math Olympics, journalism, robotics, speech and debate. These students are also challenged through preparation for and participation in a variety of school-based, local and/or national academic competitions, like spelling bees, science fairs, and Science Olympiad.

## G. PLAN FOR ENGLISH LEARNERS

~~The Charter School~~The Advanced Learning Academy will meet all applicable legal requirements for English Learners (“EL”) as it pertains to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, re-classification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirement. ~~The Charter School~~The Advanced Learning Academy will implement policies to assure proper placement, evaluation, and communication regarding ELs and the rights of students and parents.

### *Home Language Survey*

~~The Charter School~~The Advanced Learning Academy will administer the home language survey upon a student’s initial enrollment into ~~the Charter School~~the Advanced Learning Academy.

### *CELDT Testing*

All students who indicate that their home language is other than English will be a California English Language Development Test (“CELDT”) tested within thirty days of initial enrollment and at least annually thereafter between July 1<sup>st</sup> and October 31<sup>st</sup> until re-designated as fluent English proficient.

### *Reclassification Procedures*

Reclassification procedures utilize multiple criteria in determining whether to classify a pupil as proficient in English including, but not limited to, all of the following:

- Assessment of language proficiency using an objective assessment instrument including, but not limited to, the CELDT.
- Participation of the pupil’s classroom teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil’s curriculum mastery.
- Parental opinion and consultation, achieved through notice to parents or guardians of the language reclassification and placement including a description of the reclassification process and the parents’ opportunity to participate, and encouragement of the participation of parents or guardians in the reclassification procedure including seeking their opinion and consultation during the reclassification process.
- Comparison of the pupil’s performance in basic skills against an empirically established range of performance and basic skills based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English.
- The Student Oral Language Observation Matrix may be used by teachers to measure progress regarding comprehension, fluency, vocabulary, pronunciation, and grammar usage.

### *Strategies for English Learners*

The programs, materials and strategies to be developed, implemented and administered may include:

- Parents will be informed of how the program will specifically help their students learn English taught by qualified teachers who are providing research based instruction.
- Parents will be encouraged to be involved in the academic achievement of their student through written and oral communications which have been translated into the Spanish language Translation into other languages can be accomplished through the use of Santa Ana Unified School District personnel when necessary.
- Parent meetings and conferences regarding their student's identification, placement, progress, and exit criteria will have translators available.
- Parents will receive support strategies to assist their student at home
- Spanish speaking individuals will make phone calls to parents and translate at meetings

### **H. PLAN FOR SOCIO-ECONOMICALLY DISADVANTAGED STUDENTS**

A goal of ~~the Charter School~~the Advanced Learning Academy is to expose students to STEM curriculum and inspire students to pursue STEM-related careers that might not have otherwise been exposed to STEM curriculum. ~~The Charter School~~The Advanced Learning Academy plans to offer the District a unique educational program that accomplishes this goal.

We believe that poverty alone does not indicate the need for specific instructional techniques. Our instructional approaches are based on each student's instructional needs, not their income level. Our school design is based on highly successful urban schools that serve a similar population of low-income students and offers a multitude of supports that meet the needs of potentially —at-risk students, including:

- Highly skilled teachers who use a variety of effective teaching strategies and techniques
- Small school size and safe environment
- Supportive culture of high expectations and discipline
- Predictable class structure in all content areas
- Extended time for literacy (reading and writing) instruction
- Small, leveled guided reading groups
- Systematic, explicit instruction in phonics and phonemic awareness in kindergarten through first grade
- Systematic reading strategy and textual analysis instruction
- Extensive independent reading at each student's level
- Phonics, decoding, and fluency groups
- Systematic writing and grammar instruction
- Small group math instruction in grades kindergarten through three
- Frequent use of —think-pair-share! and other cooperative learning strategies
- Use of graphic organizers to represent ideas
- Reinforcement of ELA standards in all content areas
- Explicit vocabulary instruction in all content areas
- Group work and oral presentations in all content areas
- Frequent use of assessments and specific feedback from teachers
- Frequent communication with and engagement of parents in supporting academic and behavioral expectations.

California Department of Education defines socio-economically disadvantaged student as a student neither of whose parents have received a high school diploma or as a student who is eligible for the free or reduced-price lunch program, also known as the National School Lunch Program (NSLP). ~~The Charter School~~The Advanced

~~INDA-Advanced Learning Academy~~ Charter School Petition

Learning Academy will also use registration records, home visits and parent surveys to identify the socio-economically disadvantaged students.

Being socio-economically disadvantaged means that the parents would likely not be able to provide sufficient help with topics taught in class or homework assigned to the student. Every student has a potential to learn and excel. However, not all students have the motivation to excel, or the means to do so. Socio-economically disadvantaged students are prone to fail because of lack of high expectation, or they do not have necessary assistance and guidance required of their families.

The instructional design of ~~the Charter School~~the Advanced Learning Academy addresses the needs of low-income and socio-economically disadvantaged students. ~~The Charter School~~The Advanced Learning Academy will identify the socio-economically disadvantaged and low-achieving students in the first weeks of the academic year, and implement early intervention where indicated.

While tutoring, additional resources given by teachers and available at the library, and after school programs will enhance the academic progress of the students; motivational guest speaker programs, parent meetings, university and college visits, and field trips are planned to shape the educational vision of the student and the family. Socio-economically disadvantaged students will have role models around them who will inspire motivation to focus on lessons and self-confidence with the discovery of their potential.

**I. PLAN FOR SPECIAL EDUCATION**

~~The Charter School~~The Advanced Learning Academy recognizes its responsibility to enroll and support students with disabilities who can benefit from its programs and who otherwise qualify for enrollment and pledges to work in cooperation with SAUSD to ensure that a free and appropriate education is provided to all students with exceptional needs. ~~The Charter School~~The Advanced Learning Academy will comply with all applicable state and federal laws in serving students with disabilities, including, but not limited to the Individuals with Disabilities Education Act of 2004 (IDEA), Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and any other civil rights enforced by the U.S. Department of Education Office of Civil Rights (OCR). Furthermore, ~~the Charter School~~the Advanced Learning Academy will comply with AB 602, SAUSD guidelines, and all California laws pertaining to special education students.

Initially and by default, ~~the Charter School~~the Advanced Learning Academy shall be considered a “school of the District” for purposes of Special Education purposes pursuant to Education Code Section 47641(b). However, ~~the Charter School~~the Advanced Learning Academy reserves the right to make written verifiable assurances that it may become an independent local educational agency (LEA) and join a SELPA pursuant to Education Code Section 47641(a) either on its own or with a grouping of charter school LEAs as a consortium. A change in LEA status or SELPA membership shall not constitute a material revision of this charter.

So long as ~~the Charter School~~the Advanced Learning Academy operates as a public school of the District, solely for purposes of providing special education and related services under the IDEA pursuant to Education Code Section 47641(b) and in accordance with Education Code Section 47646 and 20 U.S.C. 1413, ~~the Charter School~~the Advanced Learning Academy seeks services from the District for special education students enrolled in ~~the Charter School~~the Advanced Learning Academy in the same manner as is provided to students in other District schools.

Per Federal Law, all students with disabilities will be fully integrated into the programs of ~~the Charter School~~the Advanced Learning Academy, with the necessary materials, services, and equipment to support their learning. The school will ensure that any student with a disability attending ~~the Charter School~~the Advanced Learning Academy is properly identified, assessed and provided with necessary services and supports.

~~The Charter School~~The Advanced Learning Academy will meet all the requirements mandated within a student’s ~~INDA Advanced Learning Academy~~ Charter School Petition

Individualized Education Program (IEP). The school will seek to include all special needs students with non-disabled peers to the maximum extent appropriate according to their IEP. However, if the student's needs as documented on the IEP require a program other than inclusion, the school will work with the District and/or SELPA to provide an appropriate placement and services.

~~The Charter School~~The Advanced Learning Academy will work with the District to make time and facilities available to meet the needs of the student's IEP. ~~The Charter School~~The Advanced Learning Academy will actively participate in all aspects of the IEP to enable the student to be successful, including the appropriate individual tutoring schedule and classroom modifications, strategies, and techniques. The school will make available student's work products for analysis and evaluation of progress and will participate in the IEP reviews conducted by the District.

If a parent or faculty member feels the student's educational needs are not being met, they may request a reassessment or a review of the IEP by the IEP team at any time during the year via written notice to ~~the Charter School~~the Advanced Learning Academy, which will then forward such written notice to SAUSD within two school days. The school will encourage open communication between the parents and the district for any items related to the special education services. Students at ~~the Charter School~~the Advanced Learning Academy who have IEP's will continue to attend the school, unless the IEP recommends otherwise and states why.

In order to comply with Child Find requirements as specified by law, ~~the Charter School~~the Advanced Learning Academy will establish a referral and assessment process that brings together the parent/guardian, student, and school personnel to address any problems that interfere with a student's success at the school. This process will entail search and serve, a Student Study Team, referral, assessment and IEP review.

#### ***Interim & Initial Placements of New Charter School Students***

If a student enrolls at ~~the Charter School~~the Advanced Learning Academy with an existing IEP, ~~the Charter School~~the Advanced Learning Academy will notify SAUSD within 5 days. An IEP meeting will be convened within 30 days to review the existing IEP, discuss the students' present levels of performance and needs, and offer an appropriate placement and services. Prior to such meeting and pending agreement on a new IEP, ~~the Charter School~~the Advanced Learning Academy shall work with the District or SELPA to implement the existing IEP at ~~the Charter School~~the Advanced Learning Academy or as otherwise agreed by the parent/guardian.

#### ***Referral for Assessment***

The referral process is a formal, ongoing review of information related to students who are suspected of showing potential signs of needing special education and related services. ~~The Charter School~~The Advanced Learning Academy's internal method of referral for assessment will be the Student Study Team. The parent of any student suspected of needing or qualifying for special education services may also make a referral for an evaluation. Any such referrals will be responded to in writing by ~~the Charter School~~the Advanced Learning Academy within 15 days, either granting the request or denying the request pursuant to CFR 300.503 prior written notice requirements. ~~The Charter School~~The Advanced Learning Academy will notify SAUSD of the assessment request on the receipt of the request. Parents will be informed via the Special Education Administrator that special education and related services are provided at no cost to them.

The Assessment Plan along with the Parental Safeguards document is adequate notice of granting the request for assessment. The parent will be given at least 15 days to provide written consent to the Assessment Plan. Assessments will be done only upon receipt of written parent permission. The assessment will be completed and an Individualized Education Program (IEP) meeting held within 60 days of receipt of the parent's written consent for assessment.

#### ***Assessment***

The Principal will be responsible for gathering all pertinent information and sharing such information with the District. Information gathered will be used as tools to determine the student's disability, eligibility for services, and determining the nature and extent of required services. Assessment procedures will be conducted in the student's primary language unless to do so is clearly not feasible, and an interpreter will be provided if needed. The types of assessments that may be used for determining eligibility for specialized instruction and services will include, but are not limited to:

- Individual testing;
- Teacher observations;
- Interviews;
- Review of school records, reports, and work samples; and
- Parent input.

Unless conflicting with District or SELPA policies and procedures, ~~the Charter School~~The Advanced Learning Academy will follow the following assessment guidelines. If a conflict with District policies and procedures exists, then District policies and procedures will govern.

- Parents or guardians of any student referred for assessment must give their written consent for the school to administer the assessment;
- The assessment will be completed and an IEP meeting held within 60 days of receipt of the parent's written consent for assessment;
- The student must be evaluated in all areas related to his/her suspected disability;
- Assessments must be conducted by a person with knowledge of the student's suspected disability and administered by trained and knowledgeable personnel in accordance with any instructions provided by the producer of the assessments. Individually administered tests of intellectual or emotional functioning must be administered by a credentialed school psychologist;
- Assessments must be selected and administered so as not to be racially, culturally, or sexually discriminatory;
- Assessments will be delivered in the student's primary language unless to do so is clearly not feasible, and a qualified interpreter will be provided if needed;
- Assessment tools must be used for purposes for which the assessments or measures are valid and reliable; and
- Assessments will be adapted as necessary for students with impaired sensory, physical or speaking skills; and
- A multidisciplinary team will be assembled to assess the student, including a teacher knowledgeable in the disability.

Upon completion of the assessment, an IEP team will be assembled to review the results of the assessment and determine the student's need for special education. ~~The Charter School~~The Advanced Learning Academy, in coordination with SAUSD will be responsible for scheduling, coordinating and facilitating the IEP meeting. Educators qualified to interpret test results will present the assessment data at the IEP meeting. Parents will be provided with written notice of the IEP meeting, and the meeting will be held at a mutually agreeable time and place.

### ***Development & Implementation of IEP***

Every student who is assessed by the school will have an IEP that documents assessment results and eligibility determination for special education services.

~~The Charter School~~The Advanced Learning Academy, in collaboration with SAUSD, will ensure that all aspects of the IEP are implemented at the school site. ~~The Charter School~~The Advanced Learning Academy will provide accommodations (outlined within each individual's IEP) in the general education environment taught by the

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general education teacher. Students at the school who have IEP's will be served in the Least Restrictive Environment (LRE).

Each student's IEP team oversees the IEP development and implementation and documentation of progress of the student. All decisions concerning the special education programs and services to be provided to a student with a disability are to be made by the IEP team. The IEP team must include all of the following members:

- The parent or guardian of the student for whom the IEP was developed
- The Student, if appropriate
- The Principal or designee
- At least one special education teacher of the student
- A General Education teacher who is familiar with the curriculum appropriate to that student, if the student is, or may be, participating in the general education environment;
- A District Special Education Representative
- If the child was recently assessed, the individual who conducted the assessment or who is qualified to interpret the assessment results;

Others familiar with the student may be invited as needed. ~~The Charter School~~The Advanced Learning Academy views the parent as a key stakeholder in these meetings and will make every effort to accommodate parents' schedules and needs so that they will be able to participate effectively on the IEP team. The school will provide an interpreter if necessary to ensure that all parents and/or guardians understand and can participate in the IEP process. If a parent cannot attend the IEP meeting, the school will ensure his/her participation using other methods, such as conferencing by telephone.

A copy of the IEP will be given to the parent in accordance with federal and state laws and SAUSD policies. Upon the parent or guardian's written consent, the IEP will be implemented by ~~the Charter School~~the Advanced Learning Academy, in cooperation with the District or SELPA in which ~~the Charter School~~the Advanced Learning Academy is a member. The IEP will include all required components and be written on District forms.

The student's IEP will include the following:

- A statement of the student's present levels of academic achievement and functional performance
- The rationale for placement decisions
- The services the student will receive and the means for delivering those services
- A description of when services will begin, how often the student will receive them, who will provide them, and where they will be delivered
- Measurable annual goals and short-term objectives focusing on the student's current level of performance
- A description of how the student's progress toward meeting the annual goals will be measured and monitored and when reports will be provided
- Accommodations necessary to measure the academic achievement and functional performance of the student on state and district assessments
- For students 16 years of age and older or younger than 16 years of age, if the IEP team deems appropriate, measurable postsecondary goals related to training, education, employment and independent living skills, along with transition services needed to assist the student in reaching those goals.

IEP meetings will be held according to the following schedule:

- Yearly to review the student's progress and make any necessary changes to conduct student's Annual Review IEP
- Every three years to review the results of a mandatory comprehensive reevaluation of the student's eligibility and unique needs progress



- After the student has received a formal assessment or reassessment
- When a parent, teacher or other team member requests an IEP review for a student, consistent with state and federal law, IEP meetings will be held within 30 days of a parent's request during the school year
- When an Individual Transition Plan is (ITP) required at the appropriate age
- When ~~the Charter School~~the Advanced Learning Academy seeks to suspend or remove the student for a period of 10 days or more for the same behavior, in order to determine if the student's misconduct was a manifestation of his/her disability.

#### 1. IEP Review

The IEP team will formally review the student's IEP at least once a year to determine how the IEP is meeting his/her needs. In accordance with IDEA regulations, the IEP team will also conduct a formal review of the IEP once every three years, in which the student is reassessed to determine if the student remains eligible for special education and, if so, the student's unique needs and goals.

If a parent or faculty member believes the student's educational needs are not being met, they may request a reassessment or a review of the IEP by the IEP team at any time during the school year via written notice to the school. Once the request is received, ~~the Charter School~~the Advanced Learning Academy will have thirty days to hold the IEP meeting.

Parents will be informed of student progress as specified on the students' IEP. The District's electronic IEP and progress report shall be utilized by the Charter.

#### 2. Staffing

Although SAUSD will hold ultimate responsibility for providing Special Education services (so long as ~~the Charter School~~the Advanced Learning Academy operates as a school of the District for purposes of special education), ~~the Charter School~~the Advanced Learning Academy is committed to assuring all IEPs are properly implemented.

It is the goal of ~~the Charter School~~the Advanced Learning Academy to employ at least one full time teacher who, in addition to having the proper credentials to teach a general education subject, will also possess a Special Education Credential. This teacher, along with the ~~principal Co-Director of the Charter School~~the Advanced Learning Academy, will be the primary Charter School representative tasked with assuring that all aspects of the IEPs and 504 plans are implemented. All teaching staff at ~~the Charter School~~the Advanced Learning Academy will implement all IEPs and 504 plans appropriately for students at the Charter.

#### 3. Reporting

~~The Charter School~~The Advanced Learning Academy, in collaboration with SAUSD, will collect and maintain all information on disabled students as required by the CDE, utilizing the District's electronic IEP. ~~The Charter School~~The Advanced Learning Academy will utilize the Notice of Procedure Safeguards used by the District in which it is a member and pursuant to procedures established by the District.

#### 4. Complaint Resolution

Parents or guardians also have the right to file a complaint with SAUSD and/or California State Department of Education if they believe that the school or SELPA has violated federal or state laws or regulations governing special education.

#### 5. Special Education Strategies for Instruction & Services

~~The Charter School~~The Advanced Learning Academy will comply with the federal mandate of the "least restrictive environment," meaning that the school will make every attempt to educate special education students along with their non-disabled peers. ~~the Charter School~~the Advanced Learning Academy will mainstream all of its students as much as is appropriate according to each individual IEP, offering a comprehensive inclusion program that includes specialized individual tutoring through ~~the Charter School~~the Advanced Learning

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Academy's extended day and year. Each student's IEP requires differentiation for instruction and services, therefore the educational strategies of the IEP will be built around the student's needs and how these fit within the general educational program of the school. The instruction outlined in each student's IEP will be delivered by personnel qualified to do so.

#### 6. Professional Development for ~~the Charter School~~the Advanced Learning Academy Staff

The School Director, Principal, regular and special education teaching staff, as well as other appropriate faculty and staff members will attend professional development and/or training meetings necessary to comply with state and federal special education laws, including those sponsored by the District or SELPA.

So long as ~~the Charter School~~the Advanced Learning Academy operates as a "school of the District" for special education purposes, DISTRICT agrees to allow ~~the Charter School~~the Advanced Learning Academy staff access to all Special Education related professional development opportunities that are available to district employees.

#### 7. Section 504 of the Rehabilitation Act

~~The Charter School~~The Advanced Learning Academy shall be solely responsible for its compliance with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act. All facilities of the School shall be accessible for all students with disabilities in accordance with the ADA.

~~The Charter School~~The Advanced Learning Academy recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of ~~the Charter School~~the Advanced Learning Academy. Any student, who has an objectively identified disability which substantially limits a major life activity including but not limited to learning, is eligible for accommodation by the school.

A 504 team will be assembled by the ~~Principal-Co-Director~~ and shall include a SAUSD representative, the parent/guardian, the student, a qualified faculty member, and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The 504 team will review the student's existing records; including academic, social and behavioral records, and is responsible for making a determination as to whether an evaluation for 504 services is appropriate. If the student has already been evaluated under the IDEA but found ineligible for special education instruction or related services under the IDEA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team who will evaluate the nature of the student's disability and the impact upon the student's education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team may also consider the following information in its evaluation:

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- Tests and other evaluation materials include those tailored to assess specific areas of educational need, and not merely those which are designed to provide a single general intelligent quotient.
- Tests are selected and administered to ensure that when a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student's aptitude or achievement level, or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual or speaking skills.

The final determination of whether the student will or will not be identified as a person with a disability is made by the 504 team in writing and notice is given in writing to the parent or guardian of the student in their primary language along with the procedural safeguards available to them. If during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education per the IDEA, a referral for assessment under the IDEA will be made by the 504 team.

If the student is found by the 504 team to have a disability under Section 504, the 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives the free and appropriate public education (“FAPE”). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the School’s professional staff.

The 504 Plan shall describe the Section 504 disability and any program accommodations, modifications or services that may be necessary. All 504 team participants, parents, guardians, teachers and any other participants in the student’s education, including substitutes and tutors, must have access to each student’s 504 Plan. The Principal-Co-Director will ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that he/she review the 504 Plan with a long-term substitute. A copy of the 504 Plan shall be maintained in the student’s file. Each student’s 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility.

## ELEMENT TWO & THREE | MEASURABLE STUDENT OUTCOMES & PUPIL PROGRESS MEASUREMENT METHOD

**Governing Law:** The measurable pupil outcomes identified for use by ~~the charter school~~the Advanced Learning Academy. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program. *Education Code Section 47605(b)(5)(B)*.

**Governing Law:** The method by which pupil progress in meeting those pupil outcomes is to be measured. *Education Code Section 47605(b)(5)(C)*.

### A. APPROACH TO ASSESSMENT & DATA

~~The Charter School~~The Advanced Learning Academy's mission is to prepare students with the academic skills, character traits, and intellectual discipline necessary to excel in high school, college, and life. This includes providing at-risk elementary and intermediate school students with a college-preparatory instructional program that equips them for success in high school Honors and Advanced Placement courses. While we recognize that such growth is achieved in gradual, incremental steps, ~~the Charter School~~the Advanced Learning Academy regularly assesses the effectiveness of our programs using a variety of assessment tools. These frequent and systematic assessments provide the school leadership and teachers with valuable data that allow us to critique our academic program, adapt instructional approaches, and establish new goals to best serve our student population. Should any changes to the measurable pupil outcomes be made, ~~the Charter School~~the Advanced Learning Academy will submit those changes to the SAUSD as an update to the charter.

We believe in the value of standardized test data and also recognize that no single assessment provides a comprehensive picture of student progress. As a result, ~~the Charter School~~the Advanced Learning Academy uses a combination of assessments to gather valuable data about our students' strengths and weaknesses and allow us to make informed instructional decisions. ~~The Charter School~~The Advanced Learning Academy has created interim benchmark tests using a thorough understanding of grade-level standards and the school's scope and sequence, an intense look at California's released test questions and other relevant assessments, and will use the CDE's blueprints as models for each benchmark test. Teachers receive professional development and on-going feedback to improve quality of their informal and formal assessments and push them to consistently analyze and use data in ways that drive student achievement.

### *Data Analysis & Data-Driven Instruction*

Management and teachers use test data to analyze areas of strength and weakness and to set priorities for each school year. Diagnostic assessments are administered at the start of each year to determine a baseline for students in English language arts and math. This data, along with classroom observation and other assessments, provides valuable details about students' needs in each content area, and results are used to help teachers plan lessons, effectively differentiate, and participate in academic support groups during tutoring.

Teachers meet with the management team after each round of interim assessments to closely inspect the data, look for patterns, and create an action plan for both the class and individual students based on the results. These action plans identify:

- Skills/concepts to be retaught to the entire class
- Skills/concepts to be retaught to small groups during class
- Skills/concepts to be retaught to individual students with one-on-one teacher instruction or with the assistance of a peer or volunteer tutor
- Adjustments to existing small groups for reading and math instruction

- Weaknesses in the curriculum to be revised for subsequent years
- Support and professional development for the teacher to strengthen areas of instructional weakness

Action plans are revisited frequently in grade-level and content-area team meetings to ensure that students are making adequate progress toward mastery. At least one teacher professional development meeting each month will include the analysis of student assessment data.

### ***Reporting of Data***

~~The Charter School~~The Advanced Learning Academy creates a School Accountability Report Card (SARC) for submission to the CDE, including the following components. The SARC will be updated annually by the Operations Manager under the supervision of the Co-Director of Finance and Operations.

- Demographic data
- School safety and climate for learning information
- Academic data
- School completion rates
- Class sizes
- Teacher and staff information
- Curriculum and instruction descriptions
- Postsecondary preparation information
- Fiscal and expenditure data
- Adequate yearly progress data

### ***Communication of Data with Students & Families***

Students and their families deserve to be consistently and proactively informed about student performance. ~~The Charter School~~The Advanced Learning Academy involves students and their parents in the analysis of student work, noting progress, areas of strength, and plans to remediate any deficits.

After each round of interim assessments, teachers share results with students during class and short individual conferences with each student. At these mini-conferences, teachers work with each student to set goals for the upcoming assessment and personalize an individual action plan, including small group instruction or tutoring, as needed.

Teachers also use interim assessment results to create and maintain mastery charts for each student that show progress toward mastery for each content standard taught each year. These mastery charts are shared with students after each round of assessments and reviewed with parents at each report card conference. Interim assessment results, chapter and unit tests, and midterm and final exams are sent home for parents to review and sign.

State testing results are also sent to families and ~~the Charter School~~the Advanced Learning Academy hosts an annual parent meeting each summer to share the school's progress toward school-wide goals and also explain individual score reports to students and their families. The SARC will also be made available to the public through ~~the Charter School~~the Advanced Learning Academy website.

### ***Student Achievement Goals***

The principal, staff, and teachers of ~~the Charter School~~the Advanced Learning Academy will be held accountable by the SAUSD for meeting the following student outcome goals, in addition to Common Core goals.

**TABLE 6: Measurable Student Outcome Goals and Assessment Tools**

Outcome	Goal	Assessments
Academic Performance Index (“API”) growth	For the first year of operation, met or exceed the API meet or exceed the API of comparable SAUSD schools identified in Table 1 in Element 1. For subsequent years, meet or exceed API growth target in the year prior.	API reports (annual) <del>Benchmark-Map</del> assessments (quarterly)
Adequate Yearly Progress (“AYP”)	For the first year of operation, met or exceed the API meet or exceed the API of comparable SAUSD schools identified in Table 1 in Element 1. For subsequent years, meet or exceed API growth target in the year prior.	AYP reports (annual) <del>Benchmark-Map</del> assessments (quarterly)
Grade-level proficiency	At least 80% of the students demonstrate grade-level proficiency on standards in Reading/Language Arts, Math, Science, and Social Studies. OR <del>5-10% increase in proficiency each year</del> a minimum of 1.5 years growth on the MAP	<del>EST-CAASPP</del> reports (annual) <del>Benchmark-Map</del> assessments (quarterly) End-of-year student report cards (annual)
Student attendance rate	Average daily attendance rate of at least 95%	Daily attendance reporting via Aeries (daily) ADA rate report (monthly)
Student suspension rate	Suspension rate lower than the SAUSD average	CDE records (annual) Suspension reporting via Aeries (daily)
English Learner (EL) performance	50% of ELs will advance one overall performance level on the CELDT each year. 50% of ELs at overall Early Advanced performance level on the CELDT who are enrolled no less than one year will be reclassified to fluent English proficient (RFEP) each year.	CELDT reports (annual) CDE records (annual) School records (annual)
Graduation rate	Graduation rate higher than the SAUSD average	CDE records Enrollment and graduation records
Dropout rate	Dropout rate lower than the SAUSD average	CDE records Enrollment and graduation records
CAHSEE passing rate	10th grade CAHSEE passing rate of more than 70% during the first test administration of the year	CAHSEE reports

**TABLE 7: Representative Measurable Student Outcomes and Assessment Tools in Core Academic areas**

Curricular Focus	Measurable Outcomes	Assessment Tools
Core Academic Skills (Mathematics)	<p>Ability to solve text-based as well as real-world problems using a variety of mathematics tools and procedures</p> <p>Implement a variety of problem-solving strategies.</p> <p>Develop fluency in basic computational/procedural skills.</p> <p>Communicate precisely about quantities and logical relationships.</p> <p>Make connections among mathematical ideas and between mathematics and other disciplines.</p> <p>Be aware of the range of careers available in mathematics.</p>	<p>Assignments, tests and activities designed by the teacher or using published materials and sometimes scored using rubrics. (weekly, monthly, each semester)</p> <p>State-mandated tests aligned to standards (e.g., <a href="#">CSTCAASPP</a>) (annual)</p> <p>Portfolios of student work, reports and/or presentations scored by the teacher using rubrics. (monthly)</p> <p>MAP Testing (quarterly)</p>
Core Academic Skills (Science)	<p>Work individually and on a team, using scientific inquiry and skills and the scientific method to ask and answer questions about the physical world.</p> <p>Use critical thinking skills to analyze scientific problems and reach conclusions.</p> <p>Effectively communicate results verbally and in writing.</p> <p>Be aware of the range of careers available in science.</p>	<p>Assignments, tests and activities designed by the teacher or using published materials and sometimes scored using rubrics. (weekly, monthly, each semester)</p> <p>State-mandated tests aligned to standards (e.g., <a href="#">CSTCAASPP</a>) (grades 6 – 8) (annual)</p> <p>Portfolios of student work, reports and/or exhibits scored by the teacher using rubrics. (monthly)</p> <p><a href="#">MAP Testing (quarterly)</a></p>
Core Academic Skills (Language Arts)	<p>Grade-level and critical reading skills.</p> <p>Knowledge of a coherent body of literature from the traditional canon.</p> <p>Effective and accurate writing skills.</p> <p>Effective verbal communication skills.</p> <p>Critical-thinking skills.</p>	<p>Assignments, tests and activities designed by the teacher or using published materials and sometimes scored using rubrics. (weekly, monthly, each semester)</p> <p>State-mandated tests aligned to standards (e.g., <a href="#">CSTCAASPP</a>) (annual)</p> <p>Portfolios of student work, reports and/or presentations scored by the teacher using rubrics. (monthly)</p> <p><a href="#">MAP Testing (quarterly)</a></p>
Core Academic Skills (History - Social Science)	<p>Ability to analyze, explain, and evaluate world, US and world history.</p> <p>Ability to link events in one historical period to another.</p> <p>Effective writing and verbal communication skills.</p> <p>Critical-thinking skills.</p> <p>Critical-reading skills.</p> <p>Understanding of cause and effect.</p> <p>Understanding the importance of belief systems.</p>	<p>Assignments, tests and activities designed by the teacher or using published materials and sometimes scored using rubrics. (weekly, monthly, each semester)</p> <p>State-mandated tests aligned to standards (e.g., <a href="#">CSTCAASPP</a>) (annual)</p> <p>Portfolios of student work, reports and/or presentations scored by the teacher using rubrics. (monthly)</p>

**TABLE 8: Representative Measurable Outcomes and Assessment Tools for Interpersonal Skills**

Skills	Measurable Outcomes	Assessment Tools
Leadership, Collaboration and Cooperation	Incorporate personal management skills on a daily basis. Effective participation in group decision-making processes. Work cooperatively with others and be a team player in achieving group goals. Be able to assume leadership in group tasks.	End of semester teacher evaluations on student behaviors. Teachers' comments entered into the Student Information System. Portfolios of student work, reports and/or exhibits including group assignments.
Self-assessment and Reflection	Describe, analyze and prioritize personal skills and interests that they want to develop. Describe and effectively use the personal qualities they possess that make them successful members of their school and community. Recognize their intelligence types and personal learning styles and employ those styles in their learning and personal development.	End of semester teacher evaluations on student behaviors. Teachers' comments entered into the Student Information System. Portfolios of student work, reports and/or presentations scored by the teacher using rubrics.
Goal Setting	Set positive academic and non-academic goals. Apply goal-setting skills to promote academic success. Set post-secondary goals with action steps, timeframes, and evaluation criteria. Identify the skills and credentials required for a particular profession and prepare accordingly.	End of semester teacher evaluations on student behaviors. Teachers' comments entered into the Student Information System. Portfolios of student work, reports and/or presentations scored using rubrics.
Critical Thinking and Problem Solving	Implement stop, think, and act strategies in solving daily life problems. Generate alternative solutions to problems and predict possible outcomes. Apply the steps of systematic decision-making in school and life.	End of semester teacher evaluations on student behaviors. Portfolios of student work, reports and/or presentations scored using rubrics.
Self-discipline	Implement a plan to meet a need or address a challenge based on personal strengths and available support from others. Explore career opportunities based on their identified interests and strengths. Show self-esteem based on accurate assessment of self.	End of semester teacher evaluations on student behaviors. Portfolios, presentations and/or exhibits of student work
Citizenship	Personal honesty and integrity. Courage to express their views. Love, respect and loyalty to the United States of America. Understanding and tolerance towards other societies in the world. Participate in multicultural and cross-cultural activities.	End of semester teacher evaluations on student behaviors. Teachers' comments entered into the Student Information System. Portfolios, presentations and/or exhibits of student work, peer competitions

## B. STATEWIDE ASSESSMENTS

~~The Charter School~~ The Advanced Learning Academy agrees to comply with and adhere to the State requirements for participation and administration of all state mandated tests and Common Core tests. Test results will be provided directly to the District.

## C. GRADING & PROMOTION

The primary purpose for grading is to provide feedback to students and parents on the achievement of learning goals. At ~~the Charter School~~the Advanced Learning Academy, course report card grades are to be represented in letter-grade equivalent to the percentage earned in each course.

~~The Charter School~~The Advanced Learning Academy's grading policy will be consistent with the SAUSD's policy. If a conflict with District policies and procedures exists, then District policies and procedures will govern.

### *Grading Policy*

Students at ~~the Charter School~~the Advanced Learning Academy earn grades based on their demonstration of mastery of the California Content Standards. Grades include student performance on in-class work, homework, assessments, and other components as applicable to each content area. Each department will work with the Department Chair in conjunction with the School's Co-Director to develop specific and consistent weights for each component to ensure that grades are calibrated and assigned in a fair and consistent manner that corresponds with student mastery of State Content Standards. The grading standards are school-wide and will be shared with parents and students. Exceptions to this grading policy for students with special needs are based on each student's IEP.

Table 9 indicates the ways in which letter, percentage, and rubric grades are used at ~~the Charter School~~the Advanced Learning Academy and what these grades mean in terms of a student's level of mastery of the State Content Standards:

**TABLE 9: Grading Policy**

Letter Grade (grades 2-8)	Percentage	Rubric Score (grades TK-1)	Meaning
A+	98-100%	4	A student earning an A in a course is consistently demonstrating advanced levels of mastery with the content standards.
A	93-97%		
A-	90-92%		
B+	88-89%	3	A student earning a B in a course is consistently demonstrating proficiency with the content standards.
B	83-87%		
B-	80-82%		
C+	78-79%	2	A student earning a C in a course is consistently demonstrating basic competency with the content standards.
C	73-77%		
C-	70-72%		
<del>NY80</del> <u>NYP</u>	Below 70%	0 or 1	A student earning less than 70% in a course is not yet demonstrating a basic level of mastery with the content standards and needs to demonstrate mastery of the standards before credit will be earned.

### *ELD Grades*

1 = Beginning,  
2 = Early Intermediate,  
3 = Intermediate,  
4 = Early Advanced,  
5 = Advanced



The following is ~~the Charter School~~The Advanced Learning Academy's policy regarding the retention of pupils in grades K–5:

Grades K–2: Any student who is not at benchmark based on (1) reading benchmark assessments or (2) math benchmark assessments or (3) report card grades; Grades 3–5: Students who fail to achieve the minimal level of proficiency (BASIC) in accordance with SBE Section 60648 on MAP tests and/or ~~CST-CAASPP~~(California Standards Test) in Mathematics or Reading and Language Arts; Grades K-5: Any student who is more than one year behind grade level in mathematics or reading and language arts as determined by the MAP assessments. Kindergarten students will be retained only if the teacher and parent are in agreement that retention is the best intervention to ensure student success.

An identified student who is performing below the minimum standard for promotion shall be recommended by the student's teacher for retention in the current grade unless the student's teacher determines in writing that retention is not the appropriate intervention for the student's academic deficiencies. The teacher's recommendation to promote is contingent upon a detailed plan to correct deficiencies. At ~~the Charter School~~The Advanced Learning Academy, the following steps will be taken prior to a student being retained:

- A letter shall be sent to the student's parent(s) or guardian(s) by May 1st of each school year informing them that their child is at risk of retention.
- The teacher's evaluation shall be provided to and discussed with the student's parent(s) or guardian(s) and the principal before any final determination of pupil retention. The parent(s)/guardian(s) are informed at that meeting that their child is recommended for retention. This meeting is documented with an academic support plan signed by both the teacher and parent/guardian.
- The principal shall make a decision regarding the recommended retention. Upon the acceptance or rejection of the above stated reports by the principal, a letter shall be sent within five school days to formally inform the student's parent(s) or guardian(s) of the principal's decision regarding the retention.
- The parent(s) or guardian(s) shall have the right to appeal the decision to the ~~Deputy Superintendent~~Chief Academic Officer of the District.
- The program design of ~~the Charter School~~The Advanced Learning Academy is to ensure that all children succeed. Students who are in jeopardy of retention are individually counseled and given extra help in their specific areas of concern, both in class and through intervention offerings.

### *Report Cards*

Student report cards create a succinct written record of student performance by compiling data from multiple assessments both formal and informal. Report cards are one of several ways to keep parents informed about student performance and to ensure that data collection is regular and consistent. Report cards reflect student achievement toward state standards, and summarize narratives, anecdotal records, attendance data, and information about student participation in class and school life. Results of standardized tests are mailed separately as well as included in the student grade report with explanations designed to help students and parents interpret their relationship to other assessments.

~~The Charter School~~The Advanced Learning Academy will use a standards-based report card that is aligned with the ~~California State Standards~~New State Standards. For each academic content area, students are scored on a 1–5 scale, which mirrors the ~~CST-CAASPP~~ scores. ELD also uses the 1–5 scale, but the scores mirror the CELDT scores. The guidelines for all content areas indicate the Proficient Level. Proficient is considered at grade level. To receive a Proficient (4), the expectation is that the student has mastered all the standards indicated in the guidelines for that marking term.

Students will receive a report card three times a year. At the end of the first and second trimester, teachers will arrange a conference to discuss the report card with every parent/guardian. End-of-the-year conferences are prioritized for parents/guardians of students not making progress, low-achieving students, and those being

retained. Other parents/guardians are encouraged to attend teacher conferences at the end of the year as well.

Ongoing communication between teachers, parents, and students is an essential component of ~~the Charter School~~the Advanced Learning Academy. In addition to progress reports, report cards, and assessment reports, newsletters are distributed monthly and grade-level meetings occur monthly. Parents can conference with teachers on an informal basis weekly or monthly, and on a formal basis three times per year, to discuss students’ progress reports and proficiency levels. Back to School Nights and Open House also take place each year.

*Elementary School Grade Promotion*

In grades K through 5, students will receive one of the following marks for their grade level performance on each component or standard in Language Arts, Math, Science, and Social Science.

*Intermediate School Grade Promotion*

~~The Charter School~~The Advanced Learning Academy will follow a standard scale to assign letter grades for semester work. Grading is based on a 4.0 (unweighted) scale for regular courses. In grades 6 through 8, for year-long courses, the numerical grades of two semesters will be averaged to determine an end-of-the-year grade. The average numerical grade will then be converted to a letter-grade and grade-point equivalent for GPA calculations. To earn credit, the end-of-the-year grade for the class must be at least a “C” (2.0) or the second semester grade should be at least a “B-” (2.7).

To be promoted to the next grade, an intermediate school student must have a 2.0 grade point average (GPA) and passing end-of-the-year grades in all core courses before the start of the next school year. Core courses are Math, Science, English Language Arts, and History/Social Science.

Students who fail three or more core courses at the end of the year will not be promoted to the next grade. Eighth graders who are not being promoted will not be able to participate in eighth grade promotion activities. Students who fail one or two core courses can attend summer school to make up failed courses during summer. Student transcripts will be updated to include summer grades and GPA will be recalculated.

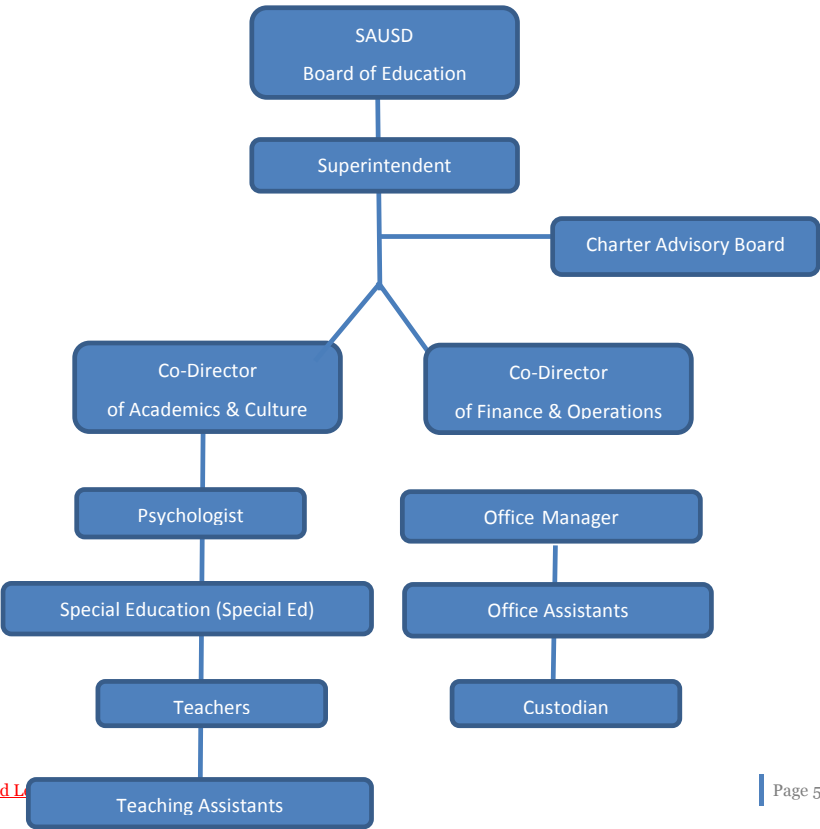
ELEMENT FOUR | GOVERNANCE

**Governing Law:** The governance structure of the school, including, but not limited to, the process to be followed to ensure parental involvement. *Education Code Section 47605(b)(5)(D).*

A. GOVERNANCE OF THE SCHOOL STRUCTURE

~~The Charter School~~The Advanced Learning Academy will be governed by the SAUSD Board of EducationAdvisory Board, in cooperation with the SAUSD Board of Education, will govern the ~~Charter School~~the Advanced Learning Academy. ~~The Charter School~~The Advanced Learning Academy Co-Directors will be evaluated by the SAUSD Superintendent. In an effort to additional oversight, ~~the Charter School~~the Advanced Learning Academy will create a five-member Advisory Board that will aide in the supervision of ~~the Charter School~~the Advanced Learning Academy policies, programs, evaluations, and finances. The Advisory Board members will be determined ~~at least one year~~ prior to the opening of ~~the Charter School~~the Advanced Learning Academy, and will be comprised of ~~respected educational professionals and/or business partners, and at least two parents of Charter School students~~three members representing SAUSD and two members selected by the Dean of the UCI School of Education.

EXHIBIT 3: Organizational Chart:



## B. SCHOOL LEADERSHIP

Refer to the Collective Bargaining Agreement between the SAUSD and Santa Ana Educators' Association in Appendix A.

## C. PARENTAL INVOLVEMENT

~~The Charter School~~The Advanced Learning Academy strongly encourages parents to participate in and share the responsibility for their children's educational process and educational. Studies have shown that students whose parents are involved in their education generally have higher grades, better attendance, higher homework submission rates, higher graduation rates, and a better chance of continuing with their education after graduation. ~~The Charter School~~The Advanced Learning Academy will work with parents to make them aware of the importance of their involvement in their children's education through some combination of the following activities:

- ~~By having representatives on the Charter School Advisory Board, p~~Parents will play an active role in developing local school policies, leading efforts to engage the support of the community, making recommendations about issues related to the school, and reviewing parental and community concerns.
- Parents complete a survey each year evaluating the strengths and weakness they identify with the program.
- There will be various opportunities for parents to volunteer. For example, they may help in classrooms, lead extra-curricular activities, assist in event planning, tutor, assist with lunch distribution, and attend field trips. It is not required, but expected, that parents will contribute a minimum of 10 hours per year to the school.
- Teachers will meet one-on-one with parents of low-achieving students on an as needed basis to ensure the proper supports are in place for the student.
- Communications with parents, whether about school policies and programs or about their own children, will be frequent, clear, and two-way. This will include community outreach meetings in native languages. Students will assist staff with helping parents understand the link between education and career opportunities.
- Individualized student and parent advisory sessions: Each of our teachers and mentors will be assigned to a small group of students. They will arrange two to four meetings at school during the school year to discuss their students' academic achievements.
- Parents will also be collaborators in the educational process. ~~The Charter School~~The Advanced Learning Academy will provide an opportunity for parents to participate in their child's education, receive technology training, enroll in empowerment classes and provide input into school operations.
- Parents of participating students will also be involved as: project team members, guest lecturers, content evaluators and peer leaders in community outreach/recruitment activities.
- Each trimester, parent workshops on improving student study skills and college preparation will be offered. Also, ~~the Charter School~~the Advanced Learning Academy will encourage parents to form a parent committee. The school will also work with parents to develop and adopt a set of parent involvement policies and strategies.

## D. GRIEVANCE PROCEDURE FOR PARENTS & STUDENTS

~~The Charter School~~The Advanced Learning Academy will designate at least one employee at each site to coordinate its efforts to comply with and carry out its responsibilities under Title IX of the Education Amendments of 1972 (Title IX) and Section 504 of the Rehabilitation Act of 1973 (Section 504) including any investigation of any complaint filed with Charter School alleging its noncompliance with these laws or alleging any actions which would be prohibited by these laws. Charter School will notify all its students and employees of the name, office address, and telephone number of the designated employee or employees.

| ~~The Charter School~~The Advanced Learning Academy will adopt and publish grievance procedures providing for prompt and equitable resolution of student and employee complaints alleging any action, which would be prohibited by Title IX, or Section 504.

| ~~The Charter School~~The Advanced Learning Academy will implement specific and continuing steps to notify applicants for admission and employment, students and parents, employees, sources of referral of applicants for admission and employment, and all unions or professional organizations holding collective bargaining or professional agreements with the recipient, that it does not discriminate on the basis of sex or mental or physical disability in the educational program or activity which it operates, and that it is required by Title IX and Section 504 not to discriminate in such a manner.

## ELEMENT FIVE | EMPLOYEE QUALIFICATIONS

**Governing Law:** The qualifications to be met by individuals to be employed by the school. *Education Code Section 47605(b)(5)(E).*

~~The Charter School~~The Advanced Learning Academy is a dependent charter of the SAUSD and works within existing hiring policies and practices. SAUSD employs a group of professionals passionate about educating all students and dedicated to fulfilling our college preparatory mission. Education research consistently demonstrates that teacher quality has the most significant impact on student achievement. As a result, it is a top priority to recruit, select, hire, train, support, and retain the best teachers, administrators, and support staff available.

### *Equal Opportunity Employer*

~~The Charter School~~The Advanced Learning Academy and the SAUSD believes that all persons are entitled to equal employment opportunity. ~~The Charter School~~The Advanced Learning Academy shall not discriminate against qualified applicants or employees on the basis of race, color, religion, sex, gender identity, sexual orientation, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, or any other characteristic protected by California or federal law. Equal employment opportunity shall be extended to all aspects of the employer-employee relationship, including recruitment, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and dismissal from employment.

## A. QUALIFICATIONS, CONDITIONS & BENEFITS

### *Credentials*

All teachers at ~~the Charter School~~the Advanced Learning Academy and in SAUSD will follow credentialing requirements described in the California Education Code and policies established by the SAUSD Board of Education. Teachers of core content areas (English Language Arts, Math, Science, and Social Studies) are required to hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold. All teachers working with ELs must possess an EL authorization from the California Commission on Teacher Credentialing (CTC) or authorization allowed under California Education Code such as an Emergency CLAD/BCLAD Permit from the CTC. ~~The Charter School~~The Advanced Learning Academy will ~~seek to minimize our~~limit the use of Emergency Credentialed Teachers.

~~The Charter School~~The Advanced Learning Academy and SAUSD may employ or retain non-certificated instructional support staff in any case where a prospective staff member has an appropriate mix of subject matter expertise, professional experience, and the demonstrated capacity to work successfully in an instructional support capacity. Instruction support staff will not assign grades or approve student work assignments without the approval of a teacher except in non-core courses and activities. All non-instructional staff will possess experience and expertise appropriate for the position within the school.

### *Employee Records & Background Checks*

~~The Charter School~~The Advanced Learning Academy and SAUSD will comply with all State and Federal laws concerning the maintenance and disclosure of employee records. Copies of each teacher's credentials are kept on file in the main office and are readily available for inspection. School administration will review teacher credentials annually.

~~The Charter School~~The Advanced Learning Academy and SAUSD ~~complies~~ with California Education Code 44237 and 45125.1 regarding the requirement to fingerprint and obtain background clearance of employees. Prior to the first day of work with students, ~~the Charter School~~the Advanced Learning Academy will process all

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background checks through LiveScan, administered by the United States Department of Justice.

In addition, all employees must provide:

- Up-to-date medical clearance of communicable disease and a negative Mantoux Tuberculosis (TB) test.
- A full disclosure statement regarding a prior criminal record
- Documents establishing legal employment status
- Contact information for at least two (2) professional and one (1) personal reference

*Employee Welfare & Safety*

~~The Charter School~~The Advanced Learning Academy and SAUSD compl~~y~~<sup>ies</sup> with all Local, State, Federal, and relevant District policies concerning employee welfare, health, and safety issues. These include, but are not limited to, the requirement for a drug- and tobacco-free workplace and child abuse awareness and reporting.

**B. THE RECRUITMENT & SELECTION**

*Teacher Recruitment*

~~The Charter School~~The Advanced Learning Academy and SAUSD recruits qualified teachers to successfully implement the school’s mission. Teacher recruitment includes job listings posted on a variety of teacher recruiting sites, including ~~the California Charter School Association, Teach For America, Ed-Join,~~ and the Association for Supervision and Curriculum Development.

*Staff Selection*

~~The Charter School~~The Advanced Learning Academy and SAUSD utilizes a strenuous screening process to ensure selection of the highest quality staff. The SAUSD hires the school’s Co-Directors. All other staffing decisions will be made by the Co-Directors in collaboration with SAUSD staff.

Our selection process includes:

1. Development of job qualifications and a thorough job description
2. Posting of job openings and participation in career fairs
3. Request of a resume, cover letter, and short essay responses
4. Short introductory interview (in-person or by phone)
5. Sample teaching lesson followed by debrief
6. Extensive interview with multiple members of the school’s existing staff
7. ~~-~~Verification of credential and previous employment, State and Federal background checks, and professional and personal reference checks of strong candidates
8. Offers of employment to the strongest candidates

The selection procedures shall not discriminate on the basis of race, sex, religion, color, national origin, ancestry, physical or mental disability, medical condition, statues as Vietnam-era veteran or special disabled veteran, marital status, age (40 and above), sexual orientation or any other basis protected by federal, state, or local law or ordinance or regulation.

*General Qualifications*

All faculty and staff must possess a firm belief in our mission and core instructional beliefs, exemplary personal character, and critical professional qualifications. Ideal candidates for employment at ~~the Charter School~~the Advanced Learning Academy, regardless of their position, must consistently demonstrate the following:

- Unwavering belief in and commitment to fulfill ~~the Charter School~~the Advanced Learning Academy’s mission
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- Embodiment of ~~the Charter School~~the Advanced Learning Academy's PRIDE values—preparation, respect, integrity, determination, and enthusiasm
- In-depth knowledge of and enthusiasm for classroom technology and STEM areas
- Eagerness to use hands-on, project-based instructional methods utilizing technology on a daily basis
- Ability to prioritize and manage multiple tasks
- Ability to effectively handle challenging situations with students, parents, and faculty
- Desire to work as a member of a collaborative team
- Willingness to have frequent and honest dialogue about job performance
- Modeling lifelong learning by engaging in individual professional development
- Demonstrated commitment to academic excellence and high standards—for themselves, their students, and their colleagues
- Experience working with urban student populations (preferred)
- Strong oral and written communication skills
- Use of data to inform decisions and drive continuous improvement
- Comfort with basic Microsoft Office applications
- Regular, punctual attendance and professional appearance
- Appropriate California credentials and qualifications required by No Child Left Behind

### ***Job Descriptions for Key Personnel***

| The staff of ~~the Charter School~~the Advanced Learning Academy will include the following key personnel:

- Co-Director for Academics and Culture (Principal)
- Co-Director for Finance and Operations
- Office Manager and office assistants
- Teachers
- Psychologist

The following job descriptions outline the key positions at the school, including their qualifications and responsibilities. Job descriptions will be revised as necessary to reflect the needs of the school.

#### ***1. Co-Director for Academics and Culture (Principal)***

The Co-Director of Academics and Culture will be the candidate with the most expertise in quality curriculum, non-traditional instruction, administration, working with historically underserved populations and motivating parents. Further, the Principal will have extensive classroom experience and a respect for quality, innovative teachers with high-tech and STEM specialties. The Principal will also be instrumental in developing partnerships with local businesses and higher education partners as part of the school's unique program offering opportunities for internships, leadership, public speaking, and college and career pathways. By hiring adequate support staff and through the support services of the district, the Principal will have more time to serve as a mentor teacher, interact with students and parents and effectively deal with and follow-up on academic and disciplinary problems.

The Co-Director of Academics and Culture will work in with the Co-Director of Operations and Finance to advance the school's mission. He/she will be directly accountable to the Superintendent for the school's rigorous culture and academic success.

| As the instructional leader of ~~the Charter School~~the Advanced Learning Academy, the individual who assumes the position of Co-Director for Academics and Culture must be prepared to successfully carry out many different tasks, including, but not limited to the following:

- Providing day-to-day leadership of the school
- Recruitment, hiring, assignment, evaluation, and firing of all instructional staff
- Providing high quality professional development for teachers and support staff



- Developing and managing the school’s instructional leadership team (Assistant Directors, Dean, Special Education Coordinator, and Teacher Leaders)
- Overseeing school-wide transition to the Common Core State Standards
- Overseeing standardized testing coordination
- Utilizing student assessment data to maximize student achievement
- Building and maintaining a school culture based on the school’s values—preparation, respect, integrity, determination, and enthusiasm
- Enforcing student discipline policies
- Managing the school’s special education program
- Developing internal and external academic goals, evaluating school performance on multiple measures, and adjusting program elements accordingly
- Evaluating, selecting, and/or overseeing creation of high-quality curricula
- Preparing and presenting thorough and accurate monthly academic reports to the Board, including student progress toward specific benchmarks identified by the Board
- Ensuring the physical and emotional safety of all students and employees

In addition to the general expectations of all school employees, this Co-Director should possess:

- At least three years teaching experience and two years leadership experience, ideally in urban and/or charter schools
- Demonstrated classroom success
- Demonstrated experience managing and leading adults toward increased student achievement
- Knowledge of applicable education laws and regulatory compliance
- Knowledge of school finance, budgetary planning, and accounting principles preferred
- Understanding of statistical data and analysis, particularly with student achievement data
- Master’s Degree in Education or related field
- Administrative credential or comparable school leadership training preferred

## 2. Co-Director for Finance & Operations

| The Co-Director of Operations and Finance at ~~the Charter School~~ the Advanced Learning Academy will work with the Co-Director of Academics and Culture to advance the school’s mission. He/she will be directly accountable to the Superintendent for the school’s financial stability and organizational viability.

| As the operational leader of ~~the Charter School~~ the Advanced Learning Academy, the individual who assumes the position of Co-Director for Finance and Operations must be prepared to successfully carry out many different tasks, including, but not limited to the following:

- Recruitment, hiring, assignment, evaluation, and firing of all non-instructional support staff
- Recruitment of students, including coordinating a random public lottery, when needed
- Implementing effective communication processes with all stakeholders
- Creating structures for meaningful parental involvement
- Overseeing the annual budget and monthly cash flow, and ensuring sound financial conditions
- Overseeing acquisition and maintenance of the school site
- Managing relationships and overseeing the work of contracted service providers
- Advocating on the school’s behalf and serving as the school’s primary spokesperson to all external audiences, including investors, media, community partners, local leaders, elected officials, and the Santa Ana Unified School District
- Work with the Advisory Board to develop and implement a fundraising strategy and plan
- Ensuring the school follows all applicable District policies and State and Federal laws

In addition to the general expectations of all school employees, this Co-Director should possess:

- least two years teaching experience and two years leadership experience, ideally in urban and/or charter schools
- Demonstrated classroom success
- Demonstrated experience managing and leading adults toward increased student achievement
- Knowledge of applicable education laws and regulatory compliance
- Knowledge of school finance, budgetary planning, and accounting principles
- Understanding of statistical data and analysis, particularly with student achievement data
- Master's Degree in Education or related field
- Administrative credential or comparable school leadership training preferred

### *3. School Psychologist*

The School Psychologist will maintain compliance with guidelines regarding the assessment, reporting, and services provided to students with Individualized Education Programs (IEPs). He/she will also use therapeutic skills to help students understand and deal with social, behavioral and personal problems that may be affecting particular students in the classroom. The psychologist will work with individual students, families and groups, and he/she will also function as an integral part of the special education department and the larger school team. This role is integral in supporting students toward better coping with their daily stresses while functioning in an academically rigorous environment. The Psychologist reports to the District Special Education Administrator.

The School Psychologist will:

- Guide students to develop problem solving and coping skills. Help student/family gain insight into their issue of concern and create an action plan
- Create new or use existing paperwork (Consent form, Release of Information, Intake Questionnaire, Basic Information Sheet, Student File Checklist) needed to obtain parental/client consent for treatment
- Collect information through interviews (initial intake, collaboration with outside professionals working with the student, etc.) and observations
- Assess safety and follow protocol in crisis situations
- Evaluate the effectiveness of counseling and client progress in resolving identified problems and moving toward identified objectives
- Maintain confidentiality, unless there are special circumstances to break confidentiality, as in the case of danger to self or others

Specialized Qualifications –

Required:

- Candidate must possess a graduate degree in school psychology
- Candidate must also possess a valid school psychological services credential
- Experience working with urban middle school students and their families
- Knowledge of applicable special education laws and regulations
- Experience conducting psychological assessments, writing comprehensive reports, participating in IEP meetings, and providing individual and group counseling

Preferred:

- Fluency in Spanish
- Experience working with families, doing family counseling, leading parent workshops, etc.
- Knowledge of external resources to support students and families outside of the school day/structure
- Experience as a classroom teacher in an urban setting

#### 4. Special Education Teacher

The special education teacher will work with and report to the District Special Education Administrator to operationalize the mission of ~~the Charter School~~ the Advanced Learning Academy and ensure high-quality special education services for students.

The special education teacher's primary duties include:

- Providing pull-out and push-in Special Ed services for students with Individualized Education Plans (IEPs)
- Drafting IEPs and ensuring compliance with all components of the IEP
- Ensuring that all service minutes are provided and appropriately documented through meticulous special education records
- Monitoring progress toward IEP goals and providing parents with frequent progress reports
- Scheduling, preparing for, and facilitating IEP meetings
- Meeting regularly with other members of the special education to collaborate and share best practices
- Collaborating with general education teachers to ensure academic success of special education students within the classroom
- Coordinating with the general education team to ensure students are provided an effective Student Success Team (SST) process
- Completing other tasks as directed by the Special Education Coordinator or Co-Director for Academics and Culture

In addition to the general expectations of all school employees, the special education teacher should possess:

- Valid Resource Specialist Program credential through the CA Commission on Teacher Credentialing, including authorization to work with English language learners
- Working knowledge of special education law, documentation, and best practices
- Effective communication with parents, especially conflict resolution
- Successful teaching and/or special education experience, ideally with urban youth, as evidenced by strong achievement data and strong classroom relationships, preferred
- Working knowledge of content standards and curricular materials for the grade span for which he/she will be responsible, preferred
- Master's degree in special education or related field, preferred

#### 5. Teachers

Teachers at ~~the Charter School~~ the Advanced Learning Academy perform the most critical work of our school—the daily instruction, evaluation, and support of our students. Teachers will report to the Co-Director for Academics and Culture or Assistant Director.

A Charter School teacher's primary duties include:

- Planning and delivering thorough, challenging, standards-based lesson that ensure all students master required content
- Assessing students daily through informal measures and at least one formal test or quiz each week
- Creating comprehensive chapter and/or unit tests, as well as cumulative final exams
- Reinforcing school-wide rules and expectations in classrooms and elsewhere on campus
- Providing supervision before- and after-school and at lunch and/or recess as assigned in order to maintain student safety
- Reflecting continually in order to ensure a culture of high academic and behavioral standards

- Communicating effectively with students, parents, and colleagues
- Using detailed data analysis of student performance to inform best practices
- Identifying students who are academically at risk and initiating effective intervention strategies
- Completing other tasks as directed by the Co-Directors

In addition to the general expectations of all school employees, the teachers should possess:

- Bachelor's degree (advanced degree preferred)
- Appropriate California teaching credential, including English Learner Authorization
- Fulfillment of all criteria set forth to be considered Highly Qualified under NCLB
- Evidence of successful management of an urban classroom using structure and high expectations to drive student success
- Experience as a classroom teacher with demonstrated quantifiable and objective student performance gains that surpass state or local averages
- Ability to work with a variety of learning abilities, including those with special needs and low skill level in a heterogeneously grouped classroom setting
- Demonstrated ability to work well in a team, especially with parents and community members

#### 6. Teaching Assistant

| A Teaching Assistant at ~~the Charter School~~the Advanced Learning Academy supports the teachers in the daily instruction, evaluation, and supervision of our students. Teaching Assistants report to the Teacher to whom they are assigned.

| A Teaching Assistant at ~~the Charter School~~the Advanced Learning Academy's primary duties include:

- Collaborating with teachers to plan and delivering small group lessons and activities that ensure all students master required content
- Assessing students and tracking results to inform lessons
- Reinforcing school-wide rules and expectations in classrooms and elsewhere on campus
- Providing supervision before- and after-school and at lunch and/or recess as assigned in order to maintain student safety
- Reflecting continually in order to ensure a culture of high academic and behavioral standards
- Communicating effectively with students, parents, and colleagues
- Using detailed data analysis of student performance to inform best practices
- Identifying students who are academically at risk and initiating effective intervention strategies
- Translating for parent meetings, conferences, and events as needed
- Completing other tasks as directed by the Co-Directors, including administrative office tasks

In addition to the general expectations of all school employees, the teachers should possess:

- Associate's Degree
- Evidence of successful management of an urban classroom using structure and high expectations to drive student success
- Ability to work with a variety of learning abilities, including those with special needs and low skill level in a heterogeneously grouped classroom setting
- Demonstrated ability to work well in a team, especially with parents and community members

#### 7. Office Manager

| The Office Manager of ~~the Charter School~~the Advanced Learning Academy will ensure the efficient operation of  
| ~~INDA Advanced Learning Academy~~ Charter School Petition

the school’s main office and work with members of the administrative team to ensure the success of the school. The Office Manager will report to the Co-Director for Finance and Operations.

The Office Manager’s primary duties include:

- Performing the duties of the Office Assistant in his/her absence, including reception, clerical, and student supervision duties.
- Implementing systems to support the work of teachers and administrative staff
- Working with the Operations Managers and back office support provider to prepare various district, state, and federal reports
- Independently, or in accordance with administrative instructions, developing school communications in English and Spanish based on a thorough knowledge of school policies, regulations, and operational procedures
- Translating for parent meetings and school events
- Preparing and maintaining a variety of student and school records
- Maintaining and operating a variety of office equipment, such as the copy machine, printers, fax machine, and scanners with speed and accuracy
- Maintaining a neat, organized office environment
- Assisting in the coordination of special events
- Overseeing and evaluating the Office Assistant
- Assisting the Co-Directors and members of the administrative team, as directed

In addition to the general expectations of all school employees, the Office Manager should possess:

- A minimum of an Associate’s Degree or two years of college
- A minimum of two years’ experience in a similar position
- Demonstrated proficiency with letter and report writing, accurate mathematical calculations, word processing, record keeping, and data collection systems
- Exemplary communication skills in English and Spanish, including impeccable grammar and fluency
- Strong public relations skills with a variety of constituencies
- Ability to quickly and accurately perform clerical duties such as data entry, filing, maintaining systems, proofreading, and operating office equipment
- Experience in an educational setting preferred

#### 8. Office Assistant

The Office Assistants at ~~the Charter School~~the Advanced Learning Academy will be the school’s front desk receptionist and will support members of the administrative team to ensure the success of the school. The Office Assistant will report to the Office Manager.

The Office Manager’s primary duties include:

- Monitoring the school’s entryway, greeting parents and visitors, and ensuring school safety
- Performing clerical duties, including data entry, mail correspondence, office supply inventory, and answering phones
- Attending to students who are ill or injured
- Student supervision during arrival, recess, lunch, dismissal, etc., as directed by Co-Director
- Maintaining attendance records, including monitoring and following up with families about excessive absences and/or tardies
- Maintaining a neat, organized office environment
- Translating for parent meetings and school events
- Processing student enrollment paperwork
- Preparing and maintaining a variety of student records
- Maintaining and operating a variety of office equipment, such as the copy machine, printers, fax machine, and scanners with speed and accuracy
- Overseeing parent volunteers and other school guests

- Assisting in the coordination of special events
- Assisting the School Directors and members of the administrative team, as directed

In addition to the general expectations of all school employees, the Office Manager should possess:

- Exemplary communication skills in English and Spanish, including impeccable grammar and fluency
- Strong public relations skills with a variety of constituencies
- Demonstrated proficiency with letter and report writing, accurate mathematical calculations, word processing, record keeping, and data collection systems
- Ability to quickly and accurately perform clerical duties such as data entry, filing, maintaining systems, proofreading, and operating office equipment
- A minimum of an Associate's Degree or two years of college
- Experience in an educational setting preferred

### ***Staff Compensation & Benefits***

~~The Charter School~~The Advanced Learning Academy's salary schedule is the salary scale of the SAUSD. A comprehensive benefits package (medical, dental, and retirement), consistent with the SAUSD's, is included as part of each full-time employee's compensation.

### ***Staff Evaluations***

The purpose of evaluation is to improve instruction. The SAUSD Superintendent would conduct an annual performance review of ~~the Charter School~~the Advanced Learning Academy Co-Directors. The Co-Directors are responsible for completing all other annual staff evaluations, based on an evaluation process outlined in SAUSD collective bargaining agreements that includes multiple measures of performance, including annual formal observations, monthly informal observations, staff self-reflection, and student achievement data (for teachers). Site administration will assist teachers in meeting the California Standards for the Teaching Profession.

## ELEMENT SIX | HEALTH & SAFETY

**Governing Law:** The procedures that the school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the school furnish the school with a criminal record summary as described in Section 44237. *Education Code Section 47605(b)(5)(F).*

The health and safety of ~~the Charter School~~The Advanced Learning Academy staff and pupils is a high priority for the school. The school will follow all required safety regulations including emergency policies and procedures. ~~The Charter School~~The Advanced Learning Academy will comply with all applicable health and safety laws and regulations. ~~The Charter School~~The Advanced Learning Academy will operate as a drug, alcohol, and tobacco free workplace. ~~The Charter School~~The Advanced Learning Academy has adopted and implemented a comprehensive health and safety plan to create a safe and secure learning environment, keep it on file for review and train its staff annually on the safety procedures outlined in the plan. It will be the task of the school administration to monitor all activities consistently to provide safety and security for the students. For this purpose, a “team-on-duty” will be created among teachers and assistant teachers to supervise students at all times.

The school will comply with the Healthy Schools Act, California Education Code Section 17608, which details pest management requirements for schools.

The health and safety policies include, but are not be limited to, the following topics:

### A. SITE SAFETY

#### *Building Code*

~~The Charter School~~The Advanced Learning Academy facility will comply with all applicable building codes, standards and regulations adopted by the city and/or county agencies responsible for building and safety standards for the city in which ~~the Charter School~~The Advanced Learning Academy is to be located, and the Americans with Disabilities Act (ADA). Applicable codes and ADA requirements shall also apply to the construction, reconstruction, alteration of or addition to the proposed Charter School facility. ~~The Charter School~~The Advanced Learning Academy will implement any corrective actions, orders to comply, or notices issued by the authorized building and safety agency. ~~The Charter School~~The Advanced Learning Academy cannot exempt itself from applicable building and zoning codes, ordinances, and ADA requirements. ~~The Charter School~~The Advanced Learning Academy will adhere to the program accessibility requirements of Federal law (Americans with Disabilities Act and Section 504). See Element 18 for additional information on ~~the Charter School~~The Advanced Learning Academy facilities.

#### *Asbestos Management*

~~The Charter School~~The Advanced Learning Academy will comply with the asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (AHERA), 40CFR part 763. AHERA requires that any building leased or acquired that is to be used as a school or administrative building shall maintain an asbestos management plan.

#### *Drug Free • Alcohol Free • Smoke Free Environment*

~~The Charter School~~The Advanced Learning Academy will function as a drug, alcohol and tobacco free workplace.



### ***Workplace Safety***

All employees are responsible for their own safety, as well as that of others in the workplace. ~~The Charter School~~The Advanced Learning Academy will rely upon its employees to ensure that work areas are kept safe and free of hazardous conditions. Employees will report any unsafe conditions or potential hazards to their supervisor immediately. If an employee suspects a concealed danger is present on ~~the Charter School~~the Advanced Learning Academy's premises, or in a product, facility, piece of equipment, process, or business practice for which ~~the Charter School~~the Advanced Learning Academy is responsible, the employee will bring it to the attention of their supervisor or Principal immediately. Supervisors will arrange for the correction of any unsafe condition or concealed danger immediately and will contact the Principal the problem.

Employees will be encouraged to report any workplace injury, accident, to their supervisor as soon as possible, regardless of the severity of the injury or accident. If medical attention is required immediately, supervisors will assist employees in obtaining medical care, after which the details of the injury or accident must be reported.

On a periodic basis ~~the Charter School~~the Advanced Learning Academy will issue rules and guidelines governing workplace safety and health in its employee handbook. All employees will familiarize themselves with the rules and guidelines, as strict compliance will be expected. Failure to comply with rules and guidelines regarding health and safety or work performance as described in ~~the Charter School~~the Advanced Learning Academy's employee handbook will not be tolerated.

## **B. STAFF & STUDENT SAFETY MEASURES**

### ***Criminal Background Checks***

Each employee and contractor of the school will submit to a criminal background check and furnish a criminal record summary as required by Education Code Section 44237 and 45125.1. Employees and contractors will submit fingerprints to the Department of Justice via LiveScan processing. Employees will not start working until results are received from the Department of Justice and they are cleared to begin work. The Principal of ~~the Charter School~~the Advanced Learning Academy shall monitor compliance with this policy. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee.

### ***Comprehensive Sexual Harassment Policies & Procedures***

~~The Charter School~~The Advanced Learning Academy is committed to providing a school that is free from sexual harassment, as well as any harassment based upon such factors as race, religion, creed, color, national origin, ancestry, age, medical condition, marital status, sexual orientation, or disability. ~~The Charter School~~The Advanced Learning Academy has developed a comprehensive policy to prevent and immediately remediate any concerns about sexual discrimination or harassment at ~~the Charter School~~the Advanced Learning Academy (including employee to employee, employee to student, and student to employee misconduct).

### ***Child Abuse Reporting***

~~The Charter School~~The Advanced Learning Academy employees are mandated reporters and will adhere to the requirements of California Penal Code Section 11166 regarding child abuse reporting. ~~The Charter~~

~~School~~The Advanced Learning Academy staff must report to the proper authorities if they suspect the following occurring to a student:

- Sexual assault
- Neglect
- Willful cruelty or unjustifiable punishment
- Cruel or inhuman corporal punishment or injury
- Abuse in out-of-home care

The reporting person need only to “reasonably suspect” that abuse or neglect has occurred. The reporting person does not have to prove abuse. The Principal will work with all faculty and staff members to make sure all appropriate steps are taken if a child abuse situation occurs. All faculty and staff will understand that it is their duty and responsibility to report any suspicions of child abuse. Staff will understand that under California law, failure to report an incident of known or reasonably suspected child abuse or neglect is guilty of a misdemeanor punishable by up to six months confinement in a county jail or by a fine of one thousand dollars (\$1,000) or by both. Staff will not be made to investigate any incident, only report to the Principal and proper law enforcement of child protective services.

All suspected cases of child abuse will be brought to the Principal and proper law enforcement of child protective services. A written report of the situation will be completed and either the Department of Child Support Services or the Police Department will be immediately notified. The reporting person will be responsible for providing all the necessary information and child abuse reports to the Department of Children Services and/or the Police Department since he/she will be most knowledgeable of the situation.

Should it be necessary to remove the child from school, ~~the Charter School~~the Advanced Learning Academy staff will obtain the contact information of the agency person removing the child. This information will be placed in the student’s record and be available to the parent/guardian.

## **C. MEDICAL PLANS**

### ***Immunizations & Tuberculosis Testing***

All enrolling students and staff will provide records documenting immunizations to the extent required for enrollment in non-charter public schools pursuant to Health and Safety Code Sections 120325-120375 and Title 17, California Regulations Section 6000-6075. Records of student immunizations shall be maintained. ~~The Charter School~~The Advanced Learning Academy will comply with education Code Section 49406 with regard to tuberculosis testing.

### ***Prescription Medications***

Students requiring prescription medications and other medicines during school hours will be accommodated as per Education Code Section 49423. Parents must bring medication to the office in the original containers, with the name of the prescribing physician, the name of the student, and dispensing instructions. Parents will complete the appropriate form authorizing school staff to administer medication. Designated staff will put medications in a locked cabinet or refrigerator as needed for medications requiring refrigeration. Designated staff will log times for administering medications for each student and will establish a tickler system to ensure that medications are dispensed at the appropriate times. Designated staff will call students to receive medications at the appropriate times. In cases where medications are long-term prescriptions, designated staff will provide parents with one week’s notice to alert them that additional medication is needed.

### ***Vision, Hearing & Scoliosis Testing***

Students will be screened for vision, hearing and scoliosis to the same extent as would be required if the pupils attended a non-charter public school. ~~The Charter School~~The Advanced Learning Academy will adhere to Education Code Section 49450, et seq., as applicable to the grade levels served by the school.

### ***Diabetes***

~~The Charter School~~The Advanced Learning Academy will provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students. The information sheet shall include, but shall not be limited to, all of the following:

- A description of the risk factors and warning signs associated with type 2 diabetes.
- A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
- A description of treatments and prevention of methods of type 2 diabetes.
- A description of the different types of diabetes screening tests available.

### ***Blood Borne Pathogens***

~~The Charter School~~The Advanced Learning Academy will meet state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the work place. The Board will establish a written infectious control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus (“HIV”) and hepatitis B virus (“HBV”). Whenever exposed to blood or other bodily fluids through injury or accident, staff and students will follow the latest medical protocol for disinfecting procedures.

## **D. EMERGENCY PLANS**

### ***Emergency Situations***

~~The Charter School~~The Advanced Learning Academy will utilize its School Safety Plan in responding to emergency situations. The plan will be reviewed each year and updated as necessary. ~~The Charter School~~The Advanced Learning Academy will ensure that the staff has been trained in health, safety, and emergency procedures. Staff will receive internal memos regarding relevant health and safety issues. Schoolwide drills in preparation for fires, earthquakes, intruders on campus, or other emergency/disaster situations will be conducted at regular intervals throughout the year. ~~The Charter School~~The Advanced Learning Academy will create and maintain a record of each drill. Additionally, important safety and health topics will be addressed in the School’s newsletter.

### ***Fire Drills***

~~The Charter School~~The Advanced Learning Academy will comply with the Education Code Section 32001 in regards to conducting fire drills not less than once every calendar month at the elementary level, at least four times every school year at the intermediate levels, and not less than twice every school year at the secondary level. The Office will maintain a record of each drill conducted with the amount of time it takes for complete evacuation.

Whenever the alarm is given, all students, teachers and other employees shall quickly leave the building in an orderly manner. Teachers shall ascertain that no student remains in the building. Designated evacuation routes shall be posted in each room. Teachers shall be prepared to select alternate exits and direct their classes to these exits in the event the designated evacuation route is blocked.

Students are to remain with their teacher in the evacuation area. Teachers shall take their roll to ensure that all students are accounted for and be prepared to identify missing students to the office staff and the administrators. Students will remain with their teachers at the designated evacuation area until the administrative staff gives the “all clear” signal. In a successful fire drill, orderly evacuation begins immediately and is completed within five minutes of the initial alarm. The students and staff will then return to their appropriate classrooms and the teachers will take roll once more. Missing students will be reported to the attendance office.

### ***Earthquake & Other Disaster Drills***

~~The Charter School~~The Advanced Learning Academy will comply with the Education Code Section 35297 in regards to holding a “drop procedure” practice at least once each school quarter in elementary schools and at least once a semester in secondary schools. ~~The Charter School~~The Advanced Learning Academy shall conduct disaster drills to prepare students and staff for any seismic activity and other disasters. The practice drills include the “duck, hold, cover” procedure. A disaster drill commencing with the “duck, hold, cover” procedure will be initiated by an announcement over the intercom. Students and staff will hear, “This is an emergency drill. Duck, hold, and cover.” Teachers will then turn off the lights and have students get under a desk/table or against the wall away from the windows. Students are to remain quiet and orderly so they will be able to hear additional instructions when given. All drills will be concluded with an “all clear” announcement on the intercom, or a visible signal from the administrative staff.

In the case of a real earthquake, everyone must engage in the “duck, hold, cover” procedure immediately and remain in position until the teacher determines that it is safe to leave the building. If remaining in the room becomes dangerous, or when the shaking stops, teachers will proceed with their students to the evacuation site or another safety zone. If students are on the playground or other outdoor area when a disaster drill is called or during an actual earthquake, students are to drop immediately to the ground, away from trees and power lines, and cover their heads with their hands. They are to remain in that position until given additional instructions.

In the case of disasters other than earthquakes, the administrative staff will contact each room, advise staff of potential dangers, and give further directions or orders. Teachers and students will remain in their classrooms until instructions are received for an “all clear” or an evacuation. For safety purposes, no one is to leave the rooms. If there has been a chemical spill, the teacher must make sure that all doors, windows, and vents remain closed. The school site maintenance staff will turn off the gas. All unassigned staff will report to the office for assignments such as searching offices, bathrooms, and all other common areas, including outdoor facilities.

Teachers will stay with their classes for the duration of the emergency. In the event of an earthquake or other natural disaster, all school employees are immediately designated “Civil Defense Workers” and are not allowed to leave school until they are given official clearance to do so by the administrative staff.

~~The Charter School~~The Advanced Learning Academy has prepared general classroom safety rules to help make classrooms safer in the event of serious seismic activity. This list of rules advises teachers, for example, to have their emergency clipboards readily available near the entrance/exit to their classrooms, instructs teachers-and staff-not to store heavy objects on top of cabinets, exits and ways of travel are to be kept free of obstructions and have their earthquake buckets at a visible location in the classroom. ~~The Charter School~~The Advanced Learning Academy also participates in the Great California ShakeOut, a statewide program that helps people and organizations prepare for major earthquakes, and also practice how to respond when they happen.

### ***Bomb Threats***

Every person receiving the call must understand the importance of a calm and reasonable action when a bomb threat is received. Information obtained by that person might be of great importance. Therefore, the person receiving the threat will get as much information as possible from the caller. This includes the time of the day, wording of the message, background noises, quality of the voice and information about where the bomb is, what time it will go off, etc. The person receiving the threat should delay the caller as long as possible while s/he alerts another adult to the crisis. That adult will immediately notify the telephone company to trace the call and immediately thereafter notify the police via 911.

Based on the information at hand, the administrative staff will make a decision whether an immediate evacuation is warranted. If so, the evacuation code word “safe school drill” will be given over the intercom and evacuation procedures will be followed. The office staff will coordinate information requests from/to law enforcement, the telephone company, and the parents/guardians. If an immediate evacuation is not warranted, the administrative staff will notify teachers to inspect their room for any suspicious materials or unknown packages without alarming students. All unassigned staff will report to the office for assignments such as searching offices, bathrooms, and all other common areas including outdoor facilities.

### ***Evacuation Plan***

A disaster of a significant nature may require the evacuation of the school. Immediately upon notification by outside authorities that the school must be evacuated, the administrative staff will verify the name and position of the person placing the alert. Once the source is confirmed, the administrative staff will give the evacuation code word “safe school drill” over the intercom. Teachers will proceed with their students to the nearest school exit indicated on the evacuation map posted for this purpose. Before leaving the room, teachers will make sure they have their emergency clipboards that include class attendance rosters with them. Students who are not in a classroom at the time the intercom signal is given will attach themselves to the nearest teacher exiting the building for purposes of getting to the designated evacuation site. Prior to evacuation, offices, bathrooms, and all other common areas, including outdoor facilities, will be searched by unassigned staff members designated by the administrative staff.

Once at the designated evacuation site, teachers and other staff will ensure that all students find their respective teachers. Teachers will then take roll to ensure that all students are accounted for. The names of any missing students will be given to the office personnel and an individual will be assigned the task of finding any missing students. Teachers will work together to take care of students with injuries, respiratory problems, or other medical conditions.

Teachers will stay with their classes for the duration of the emergency. In the event of an evacuation, all school employees are immediately designated “Civil Defense Workers” and are not allowed to leave school until they are given official clearance to do so by the administrative staff.

Students will remain with their teachers at the designated evacuation site until the administrative staff gives the “all clear” signal. In the event students cannot return to the school site, the administrative staff will notify parents and/or the media as to where students can be picked up. The office personnel will sign out students as they are being picked up by a parent or other adult listed on the emergency information card. Parents will be asked to remain in a designated area, and students will be escorted to the designated area for release.

## **E. ADDITIONAL**

### ***Indemnification***

With the exception of the District’s indemnification obligations related to the District’s provision of special

education services as specifically described in the charter thus far, and with the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of the District, ~~the Charter School~~the Advanced Learning Academy agrees to indemnify, defend, and hold harmless the District and its Board, Board members, officers, administrators, employees, agents, representatives, volunteers, successors, and assigns (collectively hereinafter “District and District Personnel”) against any and all claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney’s fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and/or District Personnel that may be asserted or claimed by any person, firm, or entity which may in any way arise out of or in connection with performance under the Charter by ~~the Charter School~~the Advanced Learning Academy, their advisory board, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns. ~~The Charter School~~The Advanced Learning Academy and its Board’s obligation to defend the District and the other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claim, demand, action, cause of action, or suit.

### *Insurance*

As a District-sponsored charter, ~~the Charter School~~the Advanced Learning Academy will be insured under SAUSD’s insurance policy. The proposed Charter development will add property and buildings under the District’s ownership, and would be added to the District’s insurance policy. The District is insured under the Alliance of Schools for Cooperative Insurance Programs for property coverage. Should the District have a loss with a \$25,000 Self-Insured Retention on an occurrence, the coverage limit will be the replacement cost. The District’s premium is based on a property appraisal that is done every five years and on annual trending.

### *Auxiliary Services*

~~The Charter School~~The Advanced Learning Academy administrative staff will conduct annual reviews to ensure all applicable auxiliary services are safe (food services, custodial services).

## ELEMENT SEVEN | RACIAL & ETHNIC BALANCE

**Governing Law:** The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. *Education Code Section 47605(b)(5)(G).*

Students from all areas of SAUSD and the INDA will be recruited, with a goal of creating an economically and ethnically diverse student population. ~~The Charter School~~The Advanced Learning Academy will advertise to the entire SAUSD community and draw students that are attracted to the unique K-8 STEM program. ~~The Charter School~~The Advanced Learning Academy aims to attract students from all cultural backgrounds within SAUSD, especially the Latino ethnicity. Historically, the number of Latino students pursuing careers in STEM areas has been low. A notable cause of these low numbers is that Latino students have inadequate exposure to STEM curriculum. ~~The Charter School~~The Advanced Learning Academy will provide a unique program to a largely-Latino student population of SAUSD in the hopes of educating and inspiring students to pursue STEM-related careers in today's technology-driven economy.

~~The Charter School~~The Advanced Learning Academy will implement a special recruitment process to achieve racial and ethnic balance among its students that reflects the general population residing in the geographic boundaries of the District. This process involves the following:

- Hold discussions and distribute application materials at places where diverse populations may be reached in the target area, including community centers, neighborhood meeting areas, and existing schools
- Distribute materials in English and Spanish to reach the limited English proficient populations that exist in the target area;
- Employ bilingual individuals who specialize in public relations with underrepresented communities and neighborhoods
- Host Open Houses and provide tours of the school
- Monthly or biweekly public presentations;
- All means of advertising will be used, such as electronic media, flyers, and direct mail
- Distributing flyers at playgrounds, recreation centers and/or sports clubs in our neighborhood
- Direct mailing to the parents/guardians who have children in targeted age groups

~~The Charter School~~The Advanced Learning Academy will maintain an accurate accounting of the ethnic and racial balance of students enrolled in the school. Such data may drive additional recruitment measures should the data indicate that the racial and ethnic distribution is not reflective of the surrounding communities. ~~The Charter School~~The Advanced Learning Academy will also document the efforts made to achieve racial and ethnic balance in accordance with the charter petition and standards of charter legislation.

## ELEMENT EIGHT | ADMISSION REQUIREMENT

**Governing Law:** Admission requirements, of ~~the charter school~~the Advanced Learning Academy, if applicable. *Education Code Section 47605(b)(5)(H)*.

### *Legal Assurances*

Charter schools are schools of choice and admissions policies will reflect this compliance with state and federal requirements. In accordance with Education Code Section 47605(d)(2)(A), ~~the Charter School~~the Advanced Learning Academy will admit all students who wish to attend, up to the school's enrollment capacity.

~~The Charter School~~The Advanced Learning Academy will:

- Be non-sectarian in all areas of operations, including student admission
- Not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics).
- Not charge tuition
- Accept all students who are California residents that wish to attend ~~the Charter School~~the Advanced Learning Academy, regardless of their place of residence within the state
- Not require any pupil to attend ~~the Charter School~~the Advanced Learning Academy
- Not require any test or assessment prior to acceptance and enrollment in ~~the Charter School~~the Advanced Learning Academy
- Not enroll pupils over 19 years of age unless continuously enrolled in public school and making satisfactory progress toward high school diploma requirements
- Comply with all laws establishing minimum age for public school attendance

~~The Charter School~~The Advanced Learning Academy will adhere to all provisions of No Child Left Behind regarding:

- Receiving students from Program Improvement schools as part of Public School Choice.
- Providing the Co-Directors' attestation of highly qualified teachers and paraprofessionals.
- Meeting the needs of "at-risk" students if the school is designated a targeted assistance school.

### *McKinney-Vento Homeless Assistance Act*

~~The Charter School~~The Advanced Learning Academy will adhere to the provisions of the McKinney-Vento Homeless Assistance Act and ensure that each child of a homeless individual and each homeless youth has equal access to the same free, appropriate public education as provided to other children and youths. ~~The Charter School~~The Advanced Learning Academy will include specific information in their outreach materials, websites, at community meetings, open forums, and regional center meetings notifying parents that the school is open to enroll and provide services for all students which shall include a District standard contact number to access additional information regarding enrollment. A student's IEP will never be required prior to participation in any attendance lottery or as a condition for enrollment.

### *Priority Enrollment*



The main objective of ~~the Charter School~~the Advanced Learning Academy is to house students generated from the INDA. Priority enrollment will be given to students that reside in this area. Second enrollment priority will be given to SAUSD students attending other SAUSD impacted (overcrowded) schools. Third enrollment priority will be given to SAUSD students attending any other SAUSD schools. Any other students that choose to attend ~~the Charter School~~the Advanced Learning Academy will be admitted as facility capacity allows. If Irvine Unified School District (IUSD) students in the vicinity wish to enroll, they will first be required to obtain an inter-district transfer release from IUSD.

At full capacity, ~~the Charter School~~the Advanced Learning Academy will serve 600 students in grades K-8. If the number of students who wish to attend ~~the Charter School~~the Advanced Learning Academy exceeds the school's capacity, enrollment preferences will be given as on a lottery basis.

The following is a description of the random enrollment lottery process, if needed:

~~The Charter School~~The Advanced Learning Academy will inform parents of all applicants and all interested parties of the rules to be followed during the lottery process, location, date and time of the lottery through mail, e-mail, school website, phone, and other available outlets prior to the lottery date.

Enrollment preferences in the case of a lottery will be given in the following order:

- Siblings of existing students
- Children of Board members or children of employees of ~~the Charter School~~the Advanced Learning Academy
- Students who reside within SAUSD attendance boundaries
- All other students permitted by law

In the lottery, all names are drawn and listed in order, separately, for each grade level. Once the school capacity is met, the remaining students' names will continue to be drawn randomly and placed in the order they are drawn on the waiting list. The students who do not apply in the open enrollment period are added to the end of the waiting list in the order they applied. All waiting lists expire annually at the end of the formal academic year. ~~The Charter School~~The Advanced Learning Academy will maintain auditable records of the above activities.

Notifications of admission status will be communicated through mail and phone calls to all applicants. Enrollment packets will be sent to admitted students; students not admitted will be informed of their waiting list priority number as determined by the admissions lottery or application order.

If the enrollment packets are not returned within 10 business days from the date of postage, then admission for that student is forfeited, and an admission notice will be mailed to the next student on the waiting list. In addition, ~~the Charter School~~the Advanced Learning Academy shall attempt on at least two separate occasions to contact the parents/guardians of promoted students by telephone. Those families not returning the enrollment packets within the 10-day period forfeit their right to enroll their student in ~~the Charter School~~the Advanced Learning Academy for that school year, and an admission notice will be mailed to the next student on the waiting list.

## ELEMENT NINE | ANNUAL FINANCIAL AUDITS

**Governing Law:** The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority. *Education Code Section 47605(b)(5)(I).*

Annually, ~~the Charter School~~the Advanced Learning Academy will use the District's state-approved independent financial auditor and a Certified Public Accountant to produce an annual financial statement and audit. ~~The Charter School~~The Advanced Learning Academy will maintain auditable records and other evidence pertaining to costs incurred throughout the charter period for at least seven years. These audits will be conducted pursuant to State Superintendent of Schools and federal regulations. The audit will verify the accuracy of the school's financial statements, attendance and enrollment accounting practices, and review the school's internal controls.

To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in any applicable Office of Management and Budget Circulars. It is anticipated that the annual audit will be completed within six months of the close of the fiscal year. Upon completion, a copy of the auditor's findings will be forwarded to the SAUSD Deputy Superintendent of Business and Board of Education. The Deputy Superintendent will review any audit exceptions or deficiencies, then recommend ways for ~~the Charter School~~the Advanced Learning Academy's Co-Directors to resolve them. The Co-Directors will then report back to the Board how the exceptions and deficiencies have been or will be resolved.

~~The Charter School~~The Advanced Learning Academy will utilize the district's written contract administration system that ensures that all contractors, including consultants, perform in accordance with terms, condition and specifications of all state contract procurement regulations.

~~The Charter School~~The Advanced Learning Academy will compile and provide to the Board an annual performance report. ~~The Charter School~~The Advanced Learning Academy staff and the Board will jointly develop the content, evaluation criteria, timelines, and process for the annual performance reports. This report will, at a minimum, include the following data:

- Summary data showing student progress toward the goals and outcomes from assessment instruments and techniques specified herein. This data will be displayed on both a school-wide basis and disaggregated by major racial and ethnic categories to the extent feasible without compromising student confidentiality.
- A summary of major decisions and policies established by the school during the year.
- Data on the level of parent involvement in the school's governance and summary data from an annual parent and student satisfaction survey.
- Data regarding the number of staff working at the school and their qualifications.
- A copy of the school's health and safety policies and/or a summary of any major changes to those policies during the year.
- Information demonstrating whether the school achieved its goal of recruiting a racially and ethnically balanced student population.
- An overview of the school's admissions practices during the year and data specifying the numbers of students enrolled, the number on waiting lists, and the numbers of students expelled and/or suspended.
- Analyses of the effectiveness of the school's internal and external dispute mechanisms and data on the number and resolution of disputes and complaints.
- Other information regarding the educational program and the administrative, legal, and governance operations of the school relative to compliance with the terms of the charter.



In Element 17, “Proposed Budget and Cash Flow,” please find the following:

- Projected operational budgets for five years of operation
- Cash flow projections for five years of operation

These documents are based upon the best data available to the Petitioners at this time.

### ***Financial Reports***

| ~~The Charter School~~The Advanced Learning Academy guarantees to provide reports required by the SAUSD as outlined below:

- CBEDS (California Basic Educational Data System)
- ADA (Average Daily Attendance) reports J18/19
- SARC (School Accountability Report Card)
- Each fiscal year an independent audit will be conducted of the financial affairs of ~~the Charter School~~the Advanced Learning Academy to verify the accuracy of the school's financial statements, attendance and enrollment accounting practices, and internal controls.
- Pursuant to AB 1137, ~~the Charter School~~the Advanced Learning Academy will provide any necessary financial statements to SAUSD, the Orange County Department of Education (OCDE), and California Department of Education. Additionally, the following reports will be submitted to SAUSD, in the required format and within timelines to be specified by SAUSD each year:
  - Final Budget – Spring prior to operating fiscal year
  - First Interim Projections – November of operating fiscal year
  - Second Interim Projections – February of operating fiscal year
  - Unaudited Actuals – July following the end of the fiscal year
  - Audited Actuals – December 15 following the end of the fiscal year
  - Classification Report – monthly according to the School’s calendar
  - Statistical Report – monthly according to the School’s calendar of reports

## ELEMENT TEN | SUSPENSION & EXPULSION

**Governing Law:** The procedures by which pupils can be suspended or expelled. *Education Code Section 47605(b)(5)(J).*

~~The Charter School~~The Advanced Learning Academy's policy will be consistent with the SAUSD's policy. If a conflict with District policies and procedures exists, then District policies and procedures will govern.

This Student Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well-being of all students at ~~the Charter School~~the Advanced Learning Academy. When the policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as ~~the Charter School~~the Advanced Learning Academy's policy and procedures for student suspension and expulsion, and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements stipulated within Education Code and Penal Code.

Staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will clearly describe discipline expectations, and it will be printed and distributed as part of the Student Handbook which is sent to each student at the beginning of the school year. ~~The Charter School~~The Advanced Learning Academy administration shall ensure that students and their parents/guardians are notified as part of the Student Handbook of all discipline policies and procedures. Discipline includes but is not limited to advising and counseling students, conferring with parents/guardians, detention during and after school hours, use of alternative educational environments, suspension and expulsion.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property. Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom ~~The Charter School~~The Advanced Learning Academy has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Act of 2004 ("IDEA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education students except when federal and state law mandates additional or different procedures. ~~The Charter School~~The Advanced Learning Academy will follow all applicable federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities or for whom ~~The Charter School~~The Advanced Learning Academy has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

### *Progressive Positive Discipline*

~~The Charter School~~The Advanced Learning Academy will act in accordance with the District's Positive Behavioral Interventions and Supports (PBIS) program that acknowledges and encourages positive student behavior and improvements. Parents will be informed of positive behavior and improvements via phone, email, and home visits. Students will receive certificates and/or rewards for outstanding performance and behaviors.

### *Enumerated Offenses*

Students may be suspended or expelled for any of the following acts when it is determined the student:

- Caused, attempted to cause, or threatened to cause physical injury to another person.
- Willfully used force of violence upon the person of another, except self-defense.
- Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.
- Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- Committed or attempted to commit robbery or extortion.
- Caused or attempted to cause damage to school property or private property.
- Stole or attempted to steal school property or private property.
- Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a student.
- Committed an obscene act or engaged in habitual profanity or vulgarity.
- Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.
- Knowingly received stolen school property or private property.
- Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
- Engaged in an act of bullying, including bullying by means of electronic act, as defined in Education Code Section 48900.
- Made terrorist threats against school officials and/or school property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person

reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.

- Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to students in any of grades 4 to 12, inclusive.
- Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to students in any of grades 4 to 12, inclusive.
- Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to students in any of grades 6 to 12, inclusive.

Alternatives to suspension or expulsion will first be attempted with students who are truant, tardy, or otherwise absent from assigned school activities.

~~The Charter School~~The Advanced Learning Academy principal or the superintendent of schools shall recommend the expulsion of a pupil pursuant to Education Code 48915:

(a) (1) Except as provided in subdivisions (c) and (e), the principal or the superintendent of schools shall recommend the expulsion of a pupil for any of the following acts committed at school or at a school activity off school grounds, unless the principal or superintendent determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct:

(A) Causing serious physical injury to another person, except in self-defense.

(B) Possession of any knife or other dangerous object of no reasonable use to the pupil.

(C) Unlawful possession of any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, except for either of the following:

(i) The first offense for the possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis.

(ii) The possession of over-the-counter medication for use by the pupil for medical purposes or medication prescribed for the pupil by a physician.

(D) Robbery or extortion.

(E) Assault or battery, as defined in Sections 240 and 242 of the Penal Code, upon any school employee.

(2) If the principal or the superintendent of schools makes a determination as described in paragraph (1), he or she is encouraged to do so as quickly as possible to ensure that the pupil does not lose instructional time.

(b) Upon recommendation by the principal or the superintendent of schools, or by a hearing officer or administrative panel appointed pursuant to subdivision (d) of Section 48918, the governing board of a school district may order a pupil expelled upon finding that the pupil committed an act listed in paragraph (1) of subdivision (a) or in subdivision (a), (b), (c), (d), or (e) of Section 48900. A decision to expel a pupil for any of those acts shall be based on a finding of one or both of the following:

(1) Other means of correction are not feasible or have repeatedly failed to bring about proper conduct.

(2) Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.

(c) The principal or superintendent of schools shall immediately suspend, pursuant to Section 48911, and shall recommend expulsion of a pupil that he or she determines has committed any of the following acts at school or at a school activity off school grounds:

(1) Possessing, selling, or otherwise furnishing a firearm. This subdivision does not apply to an act of

possessing a firearm if the pupil had obtained prior written permission to possess the firearm from a certificated school employee, which is concurred in by the principal or the designee of the principal. This subdivision applies to an act of possessing a firearm only if the possession is verified by an employee of a school district. The act of possessing an imitation firearm, as defined in subdivision (m) of Section 48900, is not an offense for which suspension or expulsion is mandatory pursuant to this subdivision and subdivision (d), but it is an offense for which suspension, or expulsion pursuant to subdivision (e), may be imposed.

(2) Brandishing a knife at another person.

(3) Unlawfully selling a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code.

(4) Committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900.

(5) Possession of an explosive.

### ***Suspension Procedure***

Suspensions shall be initiated according to the following procedures:

#### ***1. Conference***

Suspension shall be preceded, if possible, by a conference conducted by the Principal or the Principal's designee with the student and his or her parent and, whenever practical, the teacher, supervisor or school employee who referred the student to the Principal. The conference may be omitted if the Principal or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the student shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense.

This conference shall be held within two school days, unless the student waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization.

No penalties may be imposed on a student for failure of the student's parent or guardian to attend a conference with school officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student's parent or guardian at the conference.

#### ***2. Notice to Parents/Guardians***

At the time of suspension, the Principal or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

##### **1) Suspension Time Limits/Recommendation for Placement/Expulsion**

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Notice of suspension and the reasons for the suspension will be given to the student and the parent in writing. If a student is suspended, s/he will not have any opportunity to make up



work that s/he misses during the suspension. If a student receives two (2) suspensions; third disciplinary action that requires another suspension may automatically start the expulsion process. Students and parent/guardian may appeal a suspension within one (1) school day of the suspension. This appeal will be made to the Principal and heard by a discipline committee.

The student may not attend classes until the appeal is heard, but they will be able to turn in work for the classes they miss while waiting for the appeal and receive credit for that work. All discipline committee hearings on suspensions will be held within two (2) school days of the appeal being made. The decision of the discipline committee is final.

Upon a recommendation of Placement/Expulsion by the Principal or Principal's designee, the student and the student's guardian or representative will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. This determination will be made by the Principal or designee upon either of the following determinations: (1) the student's presence will be disruptive to the education process; or (2) the student poses a threat or danger to others. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing.

### ***Expulsion Procedure***

A student may be expelled either by the Santa Ana Board of Education following a hearing before it or by the Santa Ana Board of Education upon the recommendation of an Administrative Panel to be assigned by the Santa Ana Board of Education as needed. The Administrative Panel should consist of at least three members who are certificated and neither a teacher of the student or a Board member of the Santa Ana Board of Education. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense.

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Principal or designee determines that the Student has committed an expellable offense.

In the event an administrative panel hears the case, it will make a recommendation to the Santa Ana Board of Education for a final decision whether to expel. The hearing shall be held in closed session unless the student makes a written request for a public hearing three (3) days prior to the hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include:

- The date and place of the expulsion hearing;
- A statement of specific facts, charges and offenses upon which the proposed expulsion is based;
- A copy of ~~the Charter School~~the Advanced Learning Academy's disciplinary rules which relate to the alleged violation;
- Notification of the student's or parent/guardian's obligation to provide information about the student's status at the school to any other school district or school to which the student seeks enrollment;
- The opportunity for the student or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
- The right to inspect and obtain copies of all documents to be used at the hearing;
- The opportunity to confront and question all witnesses who testify at the hearing;
- The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

### *Special Procedures for Expulsion & Hearings*

~~The Charter School~~The Advanced Learning Academy may, upon finding a good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations which shall be examined only by the Board, administrative panel, or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

- The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
- ~~The Charter School~~The Advanced Learning Academy must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
- At the discretion of the person or panel conducting the hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
- The person conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
- The person conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
- Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The person conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
- If one or both of the support persons is also a witness, ~~the Charter School~~the Advanced Learning Academy must present evidence that the witness' presence is both desired by the witness and will be helpful to ~~the Charter School~~the Advanced Learning Academy. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
- The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
- Especially for charges involving sexual assault or battery, if the hearing is to be conducted in the public at the request of the student being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are not alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing by means of closed-circuit television.
- Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to

the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

## ***Records & Litigations***

### ***1. Record of Hearing***

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

### ***2. Presentation of Evidence***

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense.

Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay and sworn declarations may be admitted as testimony from witnesses of whom the Board, Panel or designee determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the accused student, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Santa Ana Board of Education who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The decision of the Board is final.

If the expulsion hearing panel decides not to recommend expulsion, the student shall immediately be returned to his/her educational program.

### ***3. Written Notice to Expel***

The Principal or designee following a decision of the Board to expel shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following:

- Notice of the specific offense committed by the student
- Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with ~~the Charter School~~ [the Advanced Learning Academy](#)
- The reinstatement eligibility review date; a copy of the rehabilitation plan; the type of educational placement during the period of expulsion, and notice of appeal rights/procedures
- The Principal or designee shall send a copy of the written notice of the decision to expel to the student's district of residence. This notice shall include the following:
- The student's name

- The specific expellable offense committed by the student

#### 4. *Disciplinary Records*

~~The Charter School~~The Advanced Learning Academy shall maintain records of all student suspensions and expulsions at ~~the Charter School~~the Advanced Learning Academy. Such records shall be made available to the District upon request.

#### 5. *No Right to Appeal*

The student shall have no right of appeal from expulsion from ~~the Charter School~~the Advanced Learning Academy as the Board decision to expel shall be final.

### ***Further Assurances***

#### 1. *Expelled Students/Alternative Education*

Students who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence.

Charter School shall provide due process for all students, including adequate notice to parents/guardians and students regarding the grounds for suspension and expulsion and their due process rights regarding suspension and expulsion, including rights to appeal.

Charter School shall ensure that its policies and procedures regarding suspension and expulsion will be periodically reviewed, and modified as necessary, including, for example, any modification of the lists of offenses for which students are subject to suspension or expulsion. Charter School shall be responsible for the appropriate interim placement of students during and pending the completion of ~~the Charter School~~the Advanced Learning Academy's student expulsion process.

Charter Schools will implement operational and procedural guidelines ensuring federal and state laws and regulations regarding the discipline of students with disabilities are met. Charter Schools will also ensure staff is knowledgeable about and complies with the District's Policies. If the student receives or is eligible for special education, ~~the Charter School~~the Advanced Learning Academy shall identify and provide special education programs and services at the appropriate interim educational placement, pending the completion of the expulsion process, to be coordinated with the SAUSD.

Charter School shall document the alternatives to suspension and expulsion ~~the Charter School~~the Advanced Learning Academy utilizes with students who are truant, tardy, or otherwise absent from compulsory school activities.

If a student is expelled from ~~the Charter School~~the Advanced Learning Academy, ~~the Charter School~~the Advanced Learning Academy shall forward student records upon request of the receiving school district in a timely fashion. Charter School shall also submit an expulsion packet to ~~the Charter School~~the Advanced Learning Academy's Division immediately or as soon as practically possible, containing:

- pupil's last known address
- a copy of the cumulative record
- transcript of grades or report card
- health information
- documentation of the expulsion proceeding, including specific facts supporting the expulsion and

- | documentation that ~~the Charter School~~the Advanced Learning Academy's policies and procedures were followed
- student's current educational placement
- copy of parental notice of expulsion
- copy of documentation of expulsion provided to parent stating reason for expulsion, term of expulsion, rehabilitation plan, reinstatement notice with eligibility date and instructions for providing proof of student's compliance for reinstatement, appeal process and options for enrollment; and
- if the Student is eligible for Special Education, ~~the Charter School~~the Advanced Learning Academy must provide documentation related to expulsion pursuant to IDEA including conducting a manifestation determination IEP prior to expulsion. If the student is eligible for Section 504 Accommodations, the Charter School must provide evidence that it convened a Link Determination meeting to address two questions:
  1. Was the misconduct caused by, or directly and substantially related to the student's disability?
  2. Was the misconduct a direct result of ~~the Charter School~~the Advanced Learning Academy's failure to implement 504 Plan?

## *2. Outcome Data*

Charter School shall maintain all data involving placement, tracking, and monitoring of student suspensions, expulsions, and reinstatements, and make such outcome data readily available to the District upon request.

## *3. Rehabilitation Plans*

Pupils who are expelled from ~~the Charter School~~the Advanced Learning Academy shall be given a rehabilitation plan upon expulsion as developed by ~~the Charter School~~the Advanced Learning Academy's governing board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. Terms of expulsion should be reasonable and fair with the weight of the expelling offense taken into consideration when determining the length of expulsion. Therefore, the rehabilitation plan should include a date not later than one (1) year from the date of expulsion when the pupil may reapply to ~~the Charter School~~the Advanced Learning Academy for readmission.

## *4. Readmission*

~~The Charter School~~The Advanced Learning Academy's governing board shall adopt rules establishing a procedure for the filing and processing of requests for readmission and the process for the required review of all expelled pupils for readmission. Upon completion of the readmission process, ~~the Charter School~~the Advanced Learning Academy's governing board shall readmit the pupil, unless ~~the Charter School~~the Advanced Learning Academy's governing board makes a finding that the pupil has not met the conditions of the rehabilitation plan or continues to pose a danger to campus safety. A description of the procedure shall be made available to the pupil and the pupil's parent or guardian at the time the expulsion order is entered and the decision of the governing board, including any related findings, must be provided to the pupil and the pupil's parent/guardian within a reasonable time.

## *5. Reinstatement*

~~The Charter School~~The Advanced Learning Academy's governing board shall adopt rules establishing a procedure for processing reinstatements, including the review of documents regarding the rehabilitation plan. ~~The Charter School~~The Advanced Learning Academy is responsible for reinstating the student upon the conclusion of the expulsion period in a timely manner.

### *6. Special Education Students*

In the case of a student who has an Individualized Education Program (“IEP”), or a student who has a 504 Plan, ~~the Charter School~~the Advanced Learning Academy will ensure that it follows the correct disciplinary procedures to comply with the mandates of state and federal laws, including IDEA and Section 504 of the Rehabilitation Plan of 1973. As set forth in the MOU regarding special education between the District and ~~the Charter School~~the Advanced Learning Academy an IEP team, including a District representative, will meet to conduct a manifestation determination and to discuss alternative placement utilizing the District’s Policies and Procedures Manual. Prior to recommending expulsion for a student with a 504 Plan, ~~the Charter School~~the Advanced Learning Academy’s administrator will convene a Link Determination meeting to ask the following two questions:

- Was the misconduct caused by, or directly and substantially related to the student’s disability?
- Was the misconduct a direct result of ~~the Charter School~~the Advanced Learning Academy’s failure to implement 504?
- Gun Free Schools Act
- ~~The Charter School~~The Advanced Learning Academy shall comply with the federal Gun Free Schools Act.

## ELEMENT ELEVEN | RETIREMENT PROGRAMS

**Governing Law:** The manner by which staff members of ~~the charter school~~ The Advanced Learning Academy will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security. *Education Code Section 47605(b)(5)(K).*

~~The Charter School~~ The Advanced Learning Academy staff will participate in the federal social security system and will have the option to elect to participate in the State Teachers Retirement System and/or Public Employees Retirement System and coordinate such participation, as appropriate, with the social security system or other reciprocal systems in the future. If the school should opt to participate in the STRS or PERS systems, the district shall cooperate as necessary to forward any required payroll deductions and related data. If any of the school's teachers participate in the STRS system, then all must do so. ~~The Charter School~~ The Advanced Learning Academy's retirement program policy will be consistent with the SAUSD's policy. If a conflict with District policies and procedures exists, then District policies and procedures will govern.

### ***Mandatory Benefits***

Mandatory contributions such as workers compensation, unemployment insurance, Medicare and social security (for non-STRS employees) will be paid by the employer.

### ***Health Benefits***

Health, dental, vision and related benefits as part of the total compensation package for each employee will be determined as part of the individual employment agreement.

### ***Work Schedule***

Work calendars, hours per week, and vacation time will be determined by individual employment agreements consistent with the applicable calendar of workdays for each position. The principal will work for the school year with appropriate vacation time as specified in the employment agreement. Teachers and teachers' assistants will work a school year comprised of 11 months, which will include professional training beyond the regular teaching schedule. The teaching staff may also be required to attend weekly staff and several parent-community meetings each school term. Office and maintenance staff will work a calendar year of 12 months with appropriate vacation time. The standard day for the non-teaching staff is 8.0 working hours.

### ***Retirement***

All full-time teaching employees who are eligible will participate in the State Teachers' Retirement System (STRS). All full-time non-teaching employees who are eligible will participate in the Public Employees Retirement System (PERS). ~~The Charter School~~ The Advanced Learning Academy will make any contribution that is legally required of the employer, including STRS, PERS, social security, and unemployment insurance. All withholdings from employees and ~~the charter school~~ The Advanced Learning Academy will be forwarded to the STRS and PERS funds as required. ~~The Charter School~~ The Advanced Learning Academy will submit all retirement data and will comply with all policies and procedures for payroll reporting. Employees will accumulate service credit years in the same manner as all other members of STRS. The HR Dept. will be responsible for ensuring that appropriate arrangements are made for retirement and other benefits.

The School may establish other retirement plans for employees that include, but shall not be limited to, establishment of section 403(b), 457 or 401(k) plans.

- **Process for Resolving Complaints/Grievances**

All staff members will follow state and federal laws for reporting alleged improprieties as well as adhere to the Employee Handbook.

The following process will apply to staff members filing a complaint /grievance:

- When a problem first arises, the grievant should discuss the matter with the School principal rather than fellow employees.
- The principal will review the problem and any relating policies. If the problem cannot be resolved informally through discussion or meeting, the grievance shall be reduced to writing by the grievant and submitted to the principal. The grievant should specify the problem to the fullest extent possible and any remedies sought.
- Following any necessary investigation, the principal shall prepare a written response to the grievant no later than ten (10) working days from the date of receipt of the grievance, unless for good cause, additional time is required for the response.
- If no satisfactory solution can be reached, the grievant may request to meet with the Chief Executive Officer or his/her designee and the Principal. The request for this meeting will be written and will include any and all documentation related to the grievance along with any solutions that have been proposed by either the grievant or the principal. Any decision by the Chief Executive Officer or his/her designee shall be final.



## ELEMENT TWELVE | PUBLIC SCHOOL ATTENDANCE ALTERNATIVES

**Governing Law:** The public school attendance alternatives for pupils residing within the school district who choose not to attend ~~the charter school~~the Advanced Learning Academy. *Education Code Section 47605(b)(5)(L)*.

~~The Charter School~~The Advanced Learning Academy is a school of choice and no students shall be required to attend. Pupils who choose not to attend ~~the Charter School~~the Advanced Learning Academy may choose to attend other public schools in their district of residence or pursue an intra- or inter-district transfer in accordance with existing enrollment and transfer policies of the District.

Parents and guardians of each student enrolled in ~~the Charter School~~the Advanced Learning Academy will be informed on admissions forms that the students have no right to admission in a particular school of an local education agency as a consequence of enrollment in ~~the Charter School~~the Advanced Learning Academy, except to the extent that such a right is extended by the local education agency.

## ELEMENT THIRTEEN | EMPLOYEE RIGHTS & RESPONSIBILITIES

**Governing Law:** A description of the rights of any employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school. *Education Code Section 47605(b)(5)(M)*.

~~The Charter School~~The Advanced Learning Academy's employee policies will be consistent with the SAUSD's policy. If a conflict with District policies and procedures exists, then District policies and procedures will govern. Any employee of the district who works at ~~the Charter School~~the Advanced Learning Academy will be covered by existing district policies for inter-district transfers and the terms of existing labor contracts. Charter School staff who leave a permanent job in the district to work at ~~the Charter School~~the Advanced Learning Academy will have the right to return to a comparable position in the district during their tenure at the school, subject to layoff provisions in the Education Code.

Staff of ~~the Charter School~~the Advanced Learning Academy recognize the uniqueness of Charter Schools and will work to establish a positive culture that fulfills the mission of the school

All school personnel will abide and commit to ~~the Charter School~~the Advanced Learning Academy's mission and vision. All job descriptions and work schedules will be reviewed and modified as necessary to meet the needs of the school and its students. The school expects a high level of professionalism from its staff including self-monitoring of higher education development. All staff members will follow state and federal laws for reporting alleged improprieties as well as adhere to the SAUSD Employee Contract. All school personnel will be evaluated at least once annually.

Job applicants for positions at ~~the Charter School~~the Advanced Learning Academy will be considered through an open process, and if hired, will enter into an at-will agreement with the school. Unless the employees elect to be represented by an organization for bargaining purposes, all employees will be recruited individually and receive at-will agreements. The individual agreements will address, among other issues, salary, health and welfare benefits, work schedules and responsibilities, accountability measurements, and standards for performance evaluations.

Employees will not be allowed to carry over their sick/vacation rights from their previous employment to ~~the Charter School~~the Advanced Learning Academy.

Leave and return rights for union-represented employees who accept employment with ~~the Charter School~~the Advanced Learning Academy will be administered in accordance with applicable collective bargaining agreements between the employee's union and the District and also in accordance with any applicable judicial rulings.

## ELEMENT FOURTEEN | DISPUTE RESOLUTION

**Governing Law:** The procedures to be followed by ~~the charter school~~the Advanced Learning Academy and the entity granting the charter to resolve disputes relating to the provisions of the charter. *Education Code Section 47605(b)(5)(N)*.

In the case of ~~the Charter School~~the Advanced Learning Academy, the District is both the charter agency and charter-granting entity.

### *Dispute Resolution*

The following section of this charter provides the standardized language that the SAUSD is adopting for all charter schools in the district. The transition to the standardized language is being facilitated during a charter renewal and/or when revision/modification of a MOU or other contractual agreement between ~~the Charter School~~the Advanced Learning Academy and the district takes place. ~~The Charter School~~The Advanced Learning Academy's dispute resolution policy will be consistent with the SAUSD's policy. If a conflict with District policies and procedures exists, then District policies and procedures will govern.

This language is being incorporated into ~~the Charter School~~the Advanced Learning Academy application petition and subject to change depending on and including but not limited to, discussion and negotiations, individual school circumstance and the specific document being renewed/revised/modified and applicable law.

If the District determines that a violation of the Charter, MOU or law may have occurred or a problem has arisen to the operation of ~~the Charter School~~the Advanced Learning Academy or the District's oversight obligations, or a dispute otherwise arises between the District and ~~the Charter School~~the Advanced Learning Academy the following procedures shall be followed to resolve the dispute.

1. Should the District determine in writing that the violation or issue in question constitutes a severe and imminent threat to the health or safety of the pupils, it shall not be bound by any portion of this dispute resolution process and may commence revocation proceedings immediately or take action as it deems necessary.
2. If the violation or issue in question does not constitute a severe and imminent threat to the health and safety of pupils, District will provide written notification of the violation or issue. The date that this notice is sent shall be the "Notice Date." Upon issuance of this notice, a meeting will be scheduled to discuss and possibly resolve the dispute. Both parties must have representatives present at this meeting and under no circumstances will the meeting be held more than ten (10) calendar days after the Notice Date. The District representative at the meeting will be the Superintendent or the Superintendent's designee, and the INDA Charter School representative will be a Co-Director or the Advisory Board. If the dispute is not resolved at this meeting or in strict accordance with any plan for resolution agreed upon at this meeting, the parties will proceed to Step 3.
3. The District may commence revocation of the Charter and/or other appropriate action in accordance with Education Code 47607 or applicable law.

The parties shall exchange information as necessary to avoid disputes and assist in curing disputes and shall use their best efforts to resolve disputes between them at the earliest possible time.

In the event of a dispute raised by ~~the Charter School~~the Advanced Learning Academy against the District over the terms of the charter, ~~the charter school~~the Advanced Learning Academy shall put the dispute in writing to the Superintendent or designees, and the District Superintendent, or Designee shall meet with the

Principal and President of ~~the Charter School~~the Advanced Learning Academy to seek resolution within two weeks of receiving the written complaint. After this meeting if resolution is not reached, both parties are free to pursue any other legal remedy available. However, mediation may be commenced with the agreement of both the District and ~~the Charter School~~the Advanced Learning Academy, with the costs of the mediator to be split by both parties.

### ***Internal Disputes***

~~The Charter School~~The Advanced Learning Academy shall have an internal dispute resolution process to be used for all internal disputes related to ~~the Charter School~~the Advanced Learning Academy's operations. Parents, students, board members, volunteers, and staff at ~~the Charter School~~the Advanced Learning Academy will be provided with a copy of ~~the Charter School~~the Advanced Learning Academy's policies and dispute resolution process. The District will refer all disputes not related to a possible violation of the Charter or law or to the operation of ~~the Charter School~~the Advanced Learning Academy or District's oversight obligations to ~~the Charter School~~the Advanced Learning Academy for resolution according to its internal dispute resolution process.

### ***Disputes Between ~~the Charter School~~the Advanced Learning Academy & SAUSD***

The staff and governing board members of ~~the Charter School~~the Advanced Learning Academy agree to resolve any claim, controversy or dispute arising out of or relating to the Charter agreement between the District and ~~the Charter School~~the Advanced Learning Academy. Any dispute between the District and ~~the Charter School~~the Advanced Learning Academy shall be resolved in accordance with the procedures set forth below:

Any dispute shall be made in writing ("Written Notification"). The Written Notification must identify the nature of the Dispute and any supporting facts. The Written Notification shall be tendered to the other party by personal delivery, by facsimile, or by certified mail. The Written Notification shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00 PM or other-wise on the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail. All Written Notifications shall be addressed as follows:

To Charter School, c/o:  
**(To Be Determined)**

To District, c/o Superintendent:  
Santa Ana Unified School District  
1601 East Chestnut Avenue  
Santa Ana, CA 92701

A written response ("Written Response") shall be tendered to the other party within twenty (20) business days from the date of receipt of the Written Notification. The parties agree to schedule a conference to discuss the Dispute identified in the Written Notice ("Issue Conference"). The Issue Conference shall take place within fifteen (15) business days from the date the Written Response is received by the other party. The Written Response may be tendered by personal delivery, by facsimile, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00p.m., or otherwise on the business day following personal

delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail.

If the Dispute cannot be resolved by mutual agreement at the Issue Conference, either party may then request that the Dispute be resolved by mediation. Each party shall bear its own attorneys' fees, costs and expenses associated with the mediation. The mediator's fees and the administrative fees of the mediation shall be shared equally among the parties. The parties shall mutually agree upon the selection of a mediator to resolve the Dispute. The mediator may be selected from the approved list of mediators prepared by the American Arbitration Association. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.

If the mediation is not successful, then the parties agree to resolve the Dispute by pursuing other options as provided by the law.

## ELEMENT FIFTEEN | EXCLUSIVE PUBLIC SCHOOL EMPLOYER

**Governing Law:** A declaration whether or not ~~the charter school~~the Advanced Learning Academy shall be deemed the exclusive public school employer of the employees of ~~the charter school~~the Advanced Learning Academy for the purposes of the Educational Employment Relations Act (Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code). *Education Code Section 47605(b)(5)(O)*.

For the purposes of the education employment relations act (EERA), the Santa Ana Unified School District will be the exclusive public school employer of the employees of ~~the Charter School~~the Advanced Learning Academy.

## ELEMENT SIXTEEN | SCHOOL CLOSURE

**Governing Law:** A description of the procedures to be used if ~~the charter school~~the Advanced Learning Academy closes. The procedures shall ensure a final audit of the school to determine the disposition of all assets and liabilities of ~~the charter school~~the Advanced Learning Academy, including plans for disposing of any net assets and for the maintenance and transfer of public records. *Education Code Section 47605(b)(5)(P)*.

### *Charter Renewal*

~~The Charter School~~The Advanced Learning Academy must submit its renewal petition to the District's Charter Schools Division no earlier than September of the year before the charter expires.

### *Revocation*

The District may revoke the Charter if ~~the Charter School~~the Advanced Learning Academy commits a breach of any provision set forth in a policy related to Charter Schools adopted by the District Board of Education and/or any provisions set forth in ~~the Charter School~~the Advanced Learning Academy Act of 1992. The District may revoke the charter of ~~the Charter School~~the Advanced Learning Academy if the District finds, through a showing of substantial evidence, that ~~the Charter School~~the Advanced Learning Academy did any of the following:

- ~~The Charter School~~The Advanced Learning Academy committed a material violation of any of the conditions, standards, or procedures set forth in the charter.
- ~~The Charter School~~The Advanced Learning Academy failed to meet or pursue any of the pupil outcomes identified in the charter.
- ~~The Charter School~~The Advanced Learning Academy failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement.
- ~~The Charter School~~The Advanced Learning Academy violated any provision of law.
- Prior to revocation, and in accordance with Cal. Educ. Code section 47607(d) and State regulations, the SAUSD Board of Education will notify ~~the Charter School~~the Advanced Learning Academy in writing of the specific violation, and give ~~The Charter School~~The Advanced Learning Academy a reasonable opportunity to cure the violation, unless the SAUSD Board of Education determines, in writing, that the violation constitutes a severe and imminent threat to the health or safety of the pupils. Revocation proceedings are not subject to the dispute resolution clause set forth in this Charter.

### *Closure Action*

The decision to close ~~the Charter School~~the Advanced Learning Academy, either by ~~the Charter School~~the Advanced Learning Academy Advisory Board or by the SAUSD Board of Education, will be documented in a Closure Action. The Closure Action shall be deemed to have been automatically made when any of the following occur: the charter is revoked or non-renewed by the SAUSD Board of Education; ~~the Charter School~~the Advanced Learning Academy board votes to close ~~the Charter School~~the Advanced Learning Academy; or the Charter lapses.

### *Closure Procedures*

The procedures for ~~the Charter School~~the Advanced Learning Academy's closure are guided by California Education Code sections 47604.32, 47605, 47605.6, and 47607 as well as California Code of Regulations,

Title 5 (5 CCR), sections 11962 and 11962.1. A closed charter school must designate a responsible entity to conduct closure activities and identify how these activities will be funded. The procedures out-lined below are based on “Charter School Closure Requirements and Recommendations (Revised 08/2009)” as posted on the California Department of Education website. References to “Charter School” applies to ~~the charter school~~ the Advanced Learning Academy’s nonprofit corporation and/or governing board.

### *1. Documentation of Closure Action*

The revocation or non-renewal of a charter school must be documented by an official action of the authorizing entity. Notice of a charter school’s closure for any reason must be provided by the authorizing entity to the California Department of Education (CDE). In addition, ~~the charter school~~ the Advanced Learning Academy must send notice of its closure to:

1. Parents or guardians of students. Written notification to parents/guardians/caregivers of the enrolled students of ~~the Charter School~~ the Advanced Learning Academy will be issued by ~~the Charter School~~ the Advanced Learning Academy within 72 hours after the determination of a Closure Action and the effective date of closure. A copy of the written notifications to parents is also to be sent to SAUSD within the same time frames.
2. The authorizing entity
3. The county department of education. Written notification to the Orange County Department of Education of the Closure Action shall be made by ~~the Charter School~~ the Advanced Learning Academy by registered mail within 72 hours of the decision to Closure Action. Charter School shall provide a copy of this correspondence to the SAUSD.
4. The special education local plan area in which the school participates. Written notification to the Special Education Local Planning Area (SELPA) in which ~~the Charter School~~ the Advanced Learning Academy participates of the Closure Action shall be made by ~~the Charter School~~ the Advanced Learning Academy by registered mail within 72 hours of the decision to Closure Action. Charter School shall provide a copy of this correspondence to the SAUSD.
5. The retirement systems in which the school’s employees participate. ~~The Charter School~~ The Advanced Learning Academy will within fourteen (14) calendar days of closure action contact the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), and the Orange County Department of Education and follow their procedures for dissolving contracts and reporting. Charter School shall provide a copy of this correspondence to the SAUSD.
6. The CDE. Written notification to the California Department of Education of the Closure Action shall be made by ~~the Charter School~~ the Advanced Learning Academy by registered mail within 72 hours of the decision to Closure Action. Charter School shall provide a copy of this correspondence to the SAUSD.

Notice must be received by the CDE within ten calendar days of any official action taken by the chartering authority. Notification of all the parties above must include at least the following:

1. The effective date of the closure
2. The name(s) of and contact information for the person(s) handling inquiries regarding the closure
3. The students’ school districts of residence
4. How parents or guardians may obtain copies of student records, including specific information on completed courses and credits that meet graduation requirements
5. In addition to the four required items above, notification to the CDE must also include:
6. A description of the circumstances of the closure
7. The location of student and personnel records



In addition to the four required items above, notification to parents, guardians, and students should also include:

1. Information on how to transfer the student to an appropriate school
2. A certified packet of student information that includes closure notice, a copy of their child's cumulative record which will include grade reports, discipline records, immunization records, completed coursework, credits that meet graduation requirements, a transcript, and State testing results
3. Information on student completion of college entrance requirements for all high school students affected by the closure
4. ~~The Charter School~~The Advanced Learning Academy shall announce the closure to any school districts that may be responsible for providing education services to the former students of ~~the charter school~~the Advanced Learning Academy within 72 hours of the decision to Closure Action. This notice will include a list of returning students and their home schools. Charter school closures should occur at the end of an academic year if it is feasible to maintain a legally compliant program until then. If a conversion charter school is reverting to non-charter status, notification of this change should be made to all parties listed in this section.
5. School and Student Records Retention and Transfer
6. ~~The Charter School~~The Advanced Learning Academy will provide the District with original cumulative files and behavior records pursuant to District policy and applicable handbook(s) regarding cumulative records for secondary and elementary schools for all students both active and inactive at ~~the Charter School~~the Advanced Learning Academy. Transfer of the complete and organized original student records to the District will occur within seven calendar days of the effective date of closure.
7. The process for transferring student records to the receiving schools shall be in accordance with SAUSD procedures for students moving from one school to another.
8. ~~The Charter School~~The Advanced Learning Academy will prepare an electronic master list of all students to the SAUSD. This list will include the student's identification number, Statewide Student Identifier (SSID), birthdate, grade, full name, address, home school, enrollment date, exit code, exit date, parent/guardian name(s), and phone number(s). If ~~the Charter School~~the Advanced Learning Academy closure occurs before the end of the school year, the list should also indicate the name of the school that each student is transferring to, if known. This electronic master list will be delivered in the form of a CD.
9. The original cumulative files should be organized for delivery to the District in two categories: active students and inactive students. The CSD will coordinate with ~~the Charter School~~the Advanced Learning Academy for the delivery and/or pickup of the student records.
10. ~~The Charter School~~The Advanced Learning Academy must update all student records in the California Longitudinal Pupil Achievement Data System (CALPADS) prior to closing.
11. ~~The Charter School~~The Advanced Learning Academy will provide to the CSD a copy of student attendance records, teacher grade books, school payroll records, and Title I records (if applicable). Submission of personnel records must include any employee records ~~the charter school~~the Advanced Learning Academy has. These include, but are not limited to, records related to performance and grievance.
12. All records are to be boxed and labeled by classification of documents and the required duration of storage.

## *2. Financial Close-Out*

After receiving notification of closure, the CDE will notify ~~the charter school~~the Advanced Learning Academy and the authorizing entity if it is aware of any liabilities ~~the charter school~~the Advanced Learning Academy owes the state. These may include over-payment of apportionments, unpaid revolving fund loans or grants, or other liabilities. The CDE may ask the county office of education to conduct an audit of ~~the charter school~~the Advanced Learning Academy if it has reason to believe that the school received state funding for which it was not eligible.

The Charter shall ensure completion of an independent final audit within six months after the closure of the

school that includes:

1. An accounting of all financial assets. These may include cash and accounts receivable and an inventory of property, equipment, and other items of material value.
2. An accounting of all liabilities. These may include accounts payable or reduction in apportionments due to loans, unpaid staff compensation, audit findings, or other investigations.
3. An assessment of the disposition of any restricted funds received by or due to ~~the charter school~~the Advanced Learning Academy.
4. This audit may serve as the school's annual audit.
5. The financial closeout audit of ~~the Charter School~~the Advanced Learning Academy will be paid for by ~~the Charter School~~the Advanced Learning Academy. This audit will be conducted by a neutral, independent licensed CPA who will employ generally accepted accounting principles. Any liability or debt incurred by ~~the Charter School~~the Advanced Learning Academy will be the responsibility of ~~the Charter School~~the Advanced Learning Academy and not SAUSD. ~~The Charter School~~The Advanced Learning Academy understands and acknowledges that ~~the Charter School~~the Advanced Learning Academy will cover the outstanding debts or liabilities of ~~the Charter School~~the Advanced Learning Academy. Any unused monies at the time of the audit will be returned to the appropriate funding source. ~~The Charter School~~The Advanced Learning Academy understands and acknowledges that only unrestricted funds will be used to pay creditors. Any unused AB 602 funds will be returned to the District SELPA or the SELPA in which ~~the Charter School~~the Advanced Learning Academy participates, and other categorical funds will be returned to the source of funds.

~~The Charter School~~The Advanced Learning Academy shall ensure the completion and filing of any annual reports required. This includes:

- Preliminary budgets
- Interim financial reports
- Second interim financial reports
- Final unaudited reports
- These reports must be submitted to the CDE and the authorizing entity in the form required. If ~~the Charter School~~the Advanced Learning Academy chooses to submit this information before the forms and software are available for the fiscal year, alternative forms can be used if they are approved in advance by the CDE. These reports should be submitted as soon as possible after the closure action, but no later than the required deadline for reporting for the fiscal year.
- For apportionment of categorical programs, the CDE will count the prior year average daily attendance (ADA) or enrollment data of the closed charter school with the data of the authorizing entity. This practice will occur in the first year after the closure and will continue until CDE data collection processes reflect ADA or enrollment adjustments for all affected LEAs due to the charter closure.

### *3. Disposition of Liabilities and Assets*

The closeout audit must determine the disposition of all liabilities of ~~the charter school~~the Advanced Learning Academy. Charter school closure procedures must also ensure disposal of any net assets remaining after all liabilities of ~~the charter school~~the Advanced Learning Academy have been paid or otherwise addressed. Such disposal includes, but is not limited to:

- The return of any donated materials and property according to any conditions set when the donations were accepted.
- The return of any grant and restricted categorical funds to their source according to the terms of the grant or state and federal law.
- The submission of final expenditure reports for any entitlement grants and the filing of Final Expenditure Reports and Final Performance Reports, as appropriate.

- Net assets of ~~the charter school~~the Advanced Learning Academy may be transferred to another charter school. If ~~the Charter School~~the Advanced Learning Academy is operated by a nonprofit corporation, and if the corporation does not have any other functions than operation of ~~the Charter School~~the Advanced Learning Academy, the corporation will be dissolved according to its bylaws.
- The corporation's bylaws will address how assets are to be distributed at the closure of the corporation.
- A copy of the corporations bylaws containing the information on how assets are to be distributed at the closure of the corporation, are to be provided to SAUSD prior to approval of this Charter.
- For six (6) calendar months from the Closure Action or until budget allows, whichever comes first, sufficient staff as deemed appropriate by ~~the Charter School~~the Advanced Learning Academy Board, will maintain employment to take care of all necessary tasks and procedures required for a smooth closing of the school and student transfers.
- ~~The Charter School~~The Advanced Learning Academy Board shall adopt a plan for wind-up of the school and, if necessary, the corporation, in accordance with the requirements of the Corporations Code.
- ~~The Charter School~~The Advanced Learning Academy shall provide SAUSD within fourteen (14) calendar days of closure action prior written notice of any outstanding payments to staff and the method by which the school will make the payments.
- Prior to final closure, ~~the Charter School~~the Advanced Learning Academy shall do all of the following on behalf of the school's employees, and anything else required by applicable law:
  - File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines.
  - File the Federal Notice of Discontinuance with the Department of Treasury (Treasury Form 63).
  - Make final federal tax payments (employee taxes, etc.)
  - File the final withholding tax return (Treasury Form 165).
  - File the final return with the IRS (Form 990 and Schedule).

This Element 16 shall survive the revocation, expiration, termination, cancellation of this charter or any other act or event that would end ~~the Charter School~~the Advanced Learning Academy's right to operate as a Charter School or cause ~~the Charter School~~the Advanced Learning Academy to cease operation. ~~The Charter School~~The Advanced Learning Academy and District agree that, due to the nature of the property and activities that are the subject of this petition, the District and public shall suffer irreparable harm should Charter School breach any obligation under this Element 16. The District, therefore, shall have the right to seek equitable relief to enforce any right arising under this Element 16 or any provision of this Element 16 or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the District. Such legal relief shall include, without limitation, the seeking of a temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.

## ELEMENT SEVENTEEN | PROPOSED BUDGET & CASH FLOW

~~The Charter School~~The Advanced Learning Academy is established as a dependent charter and shall be budgeted in accordance to practices used at all other SAUSD schools. ~~The Charter School~~The Advanced Learning Academy's financial reports will be contained in the SAUSD fiscal reports, as is the case with all other SAUSD schools. The Advisor Board, once convened, in cooperation with the School Site Council once elected, shall determine the school's discretionary spending budget.



School Year	FY 2017-18	FY 2018-19	FY2019-20	FY2020-21	FY2021-22
<b>Total Enrollment</b>	240	300	360	390	420
<b>Total Revenue</b>	\$ 2,595,549	\$ 2,443,922	\$ 4,164,069	\$ 4,662,619	\$ 5,008,885
<b>Total Expenses</b>	\$ 2,130,455	\$ 2,304,062	\$ 3,165,607	\$ 3,335,980	\$ 3,485,638
<b>Carryover from previous year</b>		\$ 335,317	\$ 17,664	\$ 790,258	\$ 1,093,508
<b>5% Reserve</b>	\$ 129,777	\$ 122,196	\$ 208,203	\$ 233,131	\$ 250,444
<b>Net Income (Loss)</b>	\$ 335,317	\$ 17,664	\$ 790,258	\$ 1,093,508	\$ 1,272,803
<b>Ending Fund Balance</b>	\$ 335,317	\$ 352,981	\$ 807,922	\$ 1,883,766	\$ 2,366,311

#### Enrollment

Student Enrollment	FY 2017-18	FY 2018-19	FY2019-20	FY2020-21	FY2021-22
Pre-K	0	0	0	0	0
K	60	60	60	60	60
1st	30	60	60	60	60
2nd	30	30	60	60	60
3rd	30	30	30	60	60
<b>Total K-3</b>	<b>150</b>	<b>180</b>	<b>210</b>	<b>240</b>	<b>240</b>
4th	30	30	30	30	60
5th	30	30	30	30	30
6th	30	30	30	30	30
<b>Total 4-6</b>	<b>90</b>	<b>90</b>	<b>90</b>	<b>90</b>	<b>120</b>
7th	0	30	30	30	30
8th	0	0	30	30	30
<b>Total 7-8</b>	<b>0</b>	<b>30</b>	<b>60</b>	<b>60</b>	<b>60</b>
<b>Total Enrollment</b>	<b>240</b>	<b>300</b>	<b>360</b>	<b>390</b>	<b>420</b>
<b>Daily Attendance %</b>	96.47%	96.47%	96.47%	96.47%	96.47%
Est. Average Daily Attendance (ADA)	232	289	347	376	405
<b>Free &amp; Reduced %</b>	68%	68%	68%	68%	68%
# of FR Students	163.2	204	244.8	265.2	285.6
<b>English Language Learners %</b>	30.0%	30.0%	30.0%	30.0%	30.0%
# of ELL Students	72	90	108	117	126

\*\*\* Percentages based on SAUSD 2012-13 Averages for Fundamental Schools

#### Revenue & Resources

State Revenue	FY 2017-18	FY 2018-19	FY2019-20	FY2020-21	FY2021-22
<b>Local Control Funding Formula (LCFF) Includes CSR</b>					
Projected K-3	\$ 1,374,107	\$ 802,184	\$ 2,079,750	\$ 2,466,000	\$ 2,466,000
Projected 4-6	\$ 768,755	\$ 802,184	\$ 835,612	\$ 869,041	\$ 1,158,721
Project 7-8	\$ -	\$ 273,695	\$ 569,675	\$ 591,961	\$ 591,961
<b>Total LCFF</b>	<b>\$ 2,142,861</b>	<b>\$ 1,878,062</b>	<b>\$ 3,485,037</b>	<b>\$ 3,927,001</b>	<b>\$ 4,216,681</b>
<b>Federal Revenue</b>					
<b>No Child Left Behind (NCLB) - Estimated \$747 - Per ADA</b>					
Title Programs (Part A, Basic Grants Low-Income)	\$ 179,280	\$ 224,100	\$ 268,920	\$ 291,330	\$ 313,740
<b>Special Education (Individuals with Disabilities-IDEA)</b>					
<b>National School Lunch Program (NSLP)-Estimated at \$3 day</b>	\$ 88,128.00	\$ 110,160.00	\$ 132,192.00	\$ 143,208.00	\$ 154,224.00
<b>Total Federal Revenue</b>	<b>\$ 267,408</b>	<b>\$ 334,260</b>	<b>\$ 401,112</b>	<b>\$ 434,538</b>	<b>\$ 467,964</b>
<b>Local Revenue</b>					
Fundraisers / Donations	\$ 6,000	\$ 7,500	\$ 9,000	\$ 9,750	\$ 10,500
<b>Total Other Revenue</b>	<b>\$ 6,000</b>	<b>\$ 7,500</b>	<b>\$ 9,000</b>	<b>\$ 9,750</b>	<b>\$ 10,500</b>
<b>Total Revenue &amp; Resources</b>	<b>\$ 2,595,549</b>	<b>\$ 2,443,922</b>	<b>\$ 4,164,069</b>	<b>\$ 4,662,619</b>	<b>\$ 5,008,885</b>

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**Santa Ana Unified School District - Charter School  
5 Year Budget Assumptions**

**Expenditures**

**1000 - Certificated Salary**

	FY 2017-18	FY 2018-19	FY2019-20	FY2020-21	FY2021-22
1100 Full-Time Teachers (FTE)	8	10	17	18	19
Average Teacher Salary - SAUSD	\$ 81,000	\$ 81,000	\$ 81,000	\$ 81,000	\$ 81,000
Total Teacher Salaries	\$ 648,000	\$ 810,000	\$ 1,377,000	\$ 1,458,000	\$ 1,539,000
110x Substitutes Teachers	40	50	85	90	95
Rate \$120 per day	\$ 4,800	\$ 6,000	\$ 10,200	\$ 10,800	\$ 11,400
1300 Directory Salary-Mgr 51, 11 mos (Fte)	2	2	2	2	2
Directors Salary	\$ 208,934	\$ 212,828	\$ 217,448	\$ 221,386	\$ 225,720
<b>1000-Total Certificated Salary</b>	<b>\$ 861,734</b>	<b>\$ 1,028,828</b>	<b>\$ 1,604,648</b>	<b>\$ 1,690,186</b>	<b>\$ 1,776,120</b>

**2000 - Classified Salary**

2100 Instruction Aides					
Aides Salary	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
2200 Custodial	1	1	1	1	1
Custodial Salary Range 23, 11 mos.	\$ 31,328	\$ 33,220	\$ 34,892	\$ 36,630	\$ 38,445
Sub Custodial	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Total Custodial	\$ 31,328	\$ 33,220	\$ 34,892	\$ 36,630	\$ 38,445
2400 Clerical / Office Manager	1	1	1	1.5	1.5
Clerical Salary Range 28, 11 mos.	\$ 35,761	\$ 37,576	\$ 39,490	\$ 59,362	\$ 61,474
Sub Clerical	\$ 2,300	\$ 2,300	\$ 2,300	\$ 2,300	\$ 2,300
Total Clerical	\$ 38,061	\$ 39,876	\$ 41,790	\$ 61,662	\$ 63,774
2900 Other Classified Salaries	0.3	0.3	0.5	0.75	1
Noon Duty Aide \$10/hr	\$ 120	\$ 120	\$ 200	\$ 300	\$ 400
<b>2000-Total Classified Salary</b>	<b>\$ 219,509</b>	<b>\$ 223,216</b>	<b>\$ 226,882</b>	<b>\$ 248,592</b>	<b>\$ 252,619</b>

**3000 - Employee Benefits**

Certificated	\$ 133,655	\$ 159,571	\$ 248,881	\$ 262,148	\$ 275,476
Classified	\$ 54,607	\$ 55,529	\$ 56,441	\$ 61,842	\$ 62,844
Health & Welfare (\$13k Average)	\$ 156,000	\$ 182,000	\$ 273,000	\$ 292,500	\$ 305,500
<b>3000-Total Employee Benefits</b>	<b>\$ 344,262</b>	<b>\$ 397,101</b>	<b>\$ 578,322</b>	<b>\$ 616,490</b>	<b>\$ 643,820</b>

**4000- Supplies and Books**

4100 Textbooks	\$ 84,000	\$ 21,000	\$ 21,000	\$ 10,500	\$ 10,500
Other Books	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
	\$ 89,000	\$ 26,000	\$ 26,000	\$ 15,500	\$ 15,500
4200- Books and Reference materials	\$ 10,000	\$ 10,000	\$ 5,000	\$ 5,000	\$ 5,000
4300 - Instruction Materials & Supplies	\$ 14,400	\$ 18,000	\$ 21,600	\$ 23,400	\$ 25,200
Start Up Supplies	\$ 24,000	\$ 6,000	\$ 6,000	\$ 3,000	\$ 3,000
STEM Supplies	\$ 24,000	\$ 30,000	\$ 36,000	\$ 39,000	\$ 42,000
	\$ 62,400	\$ 54,000	\$ 63,600	\$ 65,400	\$ 70,200
4330 - Office Supplies	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
4400 - Non-Capitalized Equipment					
Instructional	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
Office	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
	\$ 17,000	\$ 17,000	\$ 17,000	\$ 17,000	\$ 17,000
<b>4000-Total Supplies, Equipment and Books</b>	<b>\$ 183,400</b>	<b>\$ 112,000</b>	<b>\$ 116,600</b>	<b>\$ 107,900</b>	<b>\$ 112,700</b>

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**Santa Ana Unified School District - Charter School  
5 Year Budget Assumptions**

<b>5000-Services &amp; Other Operating Expenses</b>	<b>FY 2017-18</b>	<b>FY 2018-19</b>	<b>FY2019-20</b>	<b>FY2020-21</b>	<b>FY2021-22</b>
<b>5200 - Travel &amp; Conference</b>					
Charter Schools Annual Conferent	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
CDE Workshops and Charter School Training	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500
STEM Training Classes	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Other Travel, Conference, Mileage	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
	<u>\$ 24,500</u>	<u>\$ 24,500</u>	<u>\$ 24,500</u>	<u>\$ 24,500</u>	<u>\$ 24,500</u>
<b>5300 - Dues &amp; Membership</b>	<u>\$ 1,000</u>	<u>\$ 1,000</u>	<u>\$ 1,000</u>	<u>\$ 1,000</u>	<u>\$ 1,000</u>
<b>5400 - Insurance (Umbrella Liability)</b>					
Cost per Student	\$ 90	\$ 90	\$ 90	\$ 90	\$ 90
Total Insurance	<u>\$ 21,600</u>	<u>\$ 27,000</u>	<u>\$ 32,400</u>	<u>\$ 35,100</u>	<u>\$ 37,800</u>
<b>5500-Operations &amp; Housekeeping</b>					
Utility Costs	<u>\$ 156,000</u>	<u>\$ 156,000</u>	<u>\$ 156,000</u>	<u>\$ 156,000</u>	<u>\$ 156,000</u>
<b>5600-Rentals / Leases</b>					
Copiers	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500
IT Equipment	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
	<u>\$ 3,500.00</u>	<u>\$ 3,500.00</u>	<u>\$ 3,500.00</u>	<u>\$ 3,500.00</u>	<u>\$ 3,500.00</u>
<b>5792 - District Fees and Services</b>					
% of Revenue	4%	4%	4%	4%	4%
District Oversight Fee	<u>\$ 103,821.97</u>	<u>\$ 97,756.86</u>	<u>\$ 166,562.75</u>	<u>\$ 186,504.76</u>	<u>\$ 200,355.42</u>
<b>5800-Professional/Consulting Services</b>					
Accounting	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
Annual Audit	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Payroll Processing Fees	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
Educational Fieldtrips/Student Activities	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
Legal Services	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Food Services	\$ 88,128	\$ 110,160	\$ 132,192	\$ 143,208	\$ 154,224
	<u>\$ 166,128</u>	<u>\$ 188,160</u>	<u>\$ 210,192</u>	<u>\$ 221,208</u>	<u>\$ 232,224</u>
<b>5900-Communications</b>					
Mailers / Postage	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
<b>5000-Total Services &amp; Other Operating Expenses</b>	<u>\$ 506,550</u>	<u>\$ 527,917</u>	<u>\$ 624,155</u>	<u>\$ 657,813</u>	<u>\$ 685,379</u>
<b>6000-Capital Outlay</b>					
6400 - Depreciation	<u>\$ 15,000</u>	<u>\$ 15,000</u>	<u>\$ 15,000</u>	<u>\$ 15,000</u>	<u>\$ 15,000</u>
<b>Total Expenditures</b>	<u>\$ 2,130,455</u>	<u>\$ 2,304,062</u>	<u>\$ 3,165,607</u>	<u>\$ 3,335,980</u>	<u>\$ 3,485,638</u>

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## ELEMENT EIGHTEEN | FACILITIES

### *Site Description*

~~The initial location for the Charter School~~The Advanced Learning Academy shall be at the Grant School Site (333 East Walnut Avenue, Santa Ana). Once identified, a new campus location will be determined within the INDA. A vacant site located at the southwest corner of Michelson Drive and Carlson Avenue in the City of Irvine has been identified for acquisition and construction of the K-8 school. ~~The Charter School~~The Advanced Learning Academy has attempted to locate a single site or facility to house its entire program, but no such site is available within the boundaries of the SAUSD in the Irvine/Newport development area (INDA) in which ~~the Charter School~~the Advanced Learning Academy has chosen to locate. The location of ~~the Charter School~~the Advanced Learning Academy is specifically designed to provide educational opportunities to students residing in the INDA of the SAUSD and surrounding communities. SAUSD and Irvine Unified School District are in general agreement about the location of ~~the Charter School~~the Advanced Learning Academy and are in the process of a boundary change by which it is hoped that the identified site will eventually come within the boundaries of the SAUSD.

~~The Charter School~~The Advanced Learning Academy site is located within an area of the SAUSD that has experienced significant development and is planned to continue developing with residential and retail mixed-uses (See Exhibit 4 on the following page). The site's regional location and local vicinity may be viewed in Exhibit 5 and 6. The site is 15 gross acres in size; however, given the surrounding natural habitat, a nature buffer was incorporated into the site design, resulting in approximately 10.5 net usable acres that will be developed for the K-8 school, as shown in Exhibit 7.

The site has been vacant for at least since the 1930's and currently contains wood chips, as shown in Exhibit 8, Site Photographs. The south perimeter of the site consists of natural habitat that extends from the San Joaquin Marsh. The surrounding land uses include residential units to the west, commercial uses to the north, and natural habitat to the east and south.

### *Design*

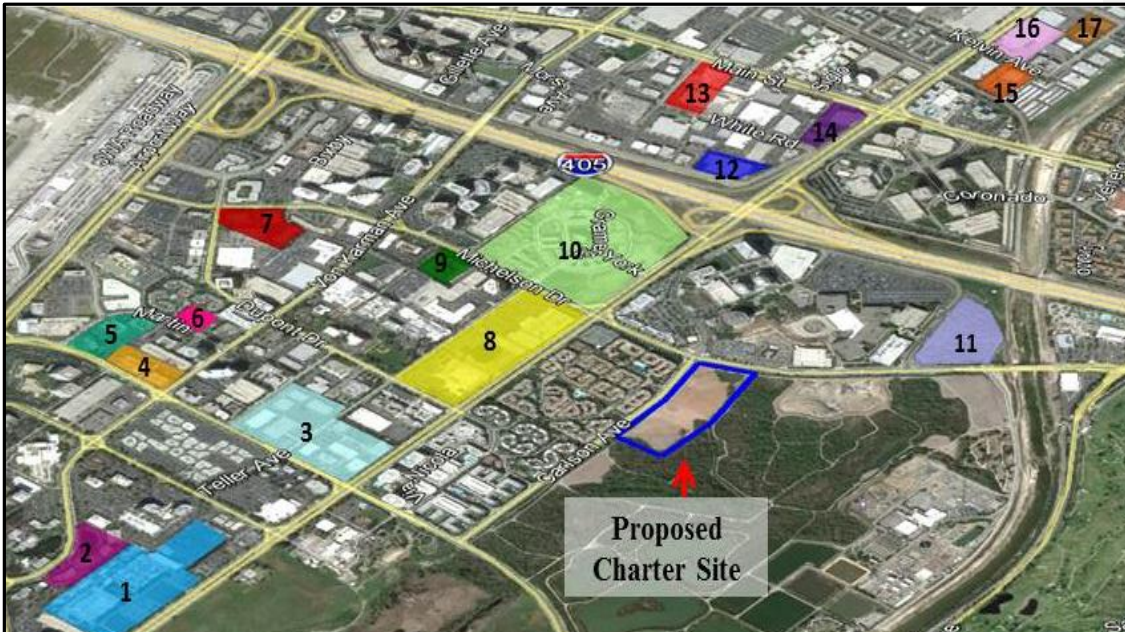
Innovative design with flexible teaching areas and the ability to adapt to different learning models will be incorporated in the classroom design. Proven design models for improved student performance, such as natural lighting, thermal displacement ventilation, acoustical applications, interactive classroom technology, and spatial flexibility will be included in the design.

The facilities will support the key program elements of project-based learning, community-based internships, frequent student presentations, and integrated curriculum. The design principles include:

- *Personalization* – Facilities are tailored to individual and small-group learning, including project rooms for hands-on activities and exhibition spaces for individual work, which promotes a high degree of student ownership.
- *Flexibility* - Holistic designs enable new ways of teaching and learning.
- *Adult World Connection* – In addition to the required community internship component, the facility itself will have a workplace look and feel, with windowed conference and seminar rooms, small-group project areas, high-tech laboratories, and common areas where projects can be displayed. Specialty labs and project rooms will allow access to technology and equipment for learning in specialized areas such as biotechnology, mechanical engineering, and graphic design.

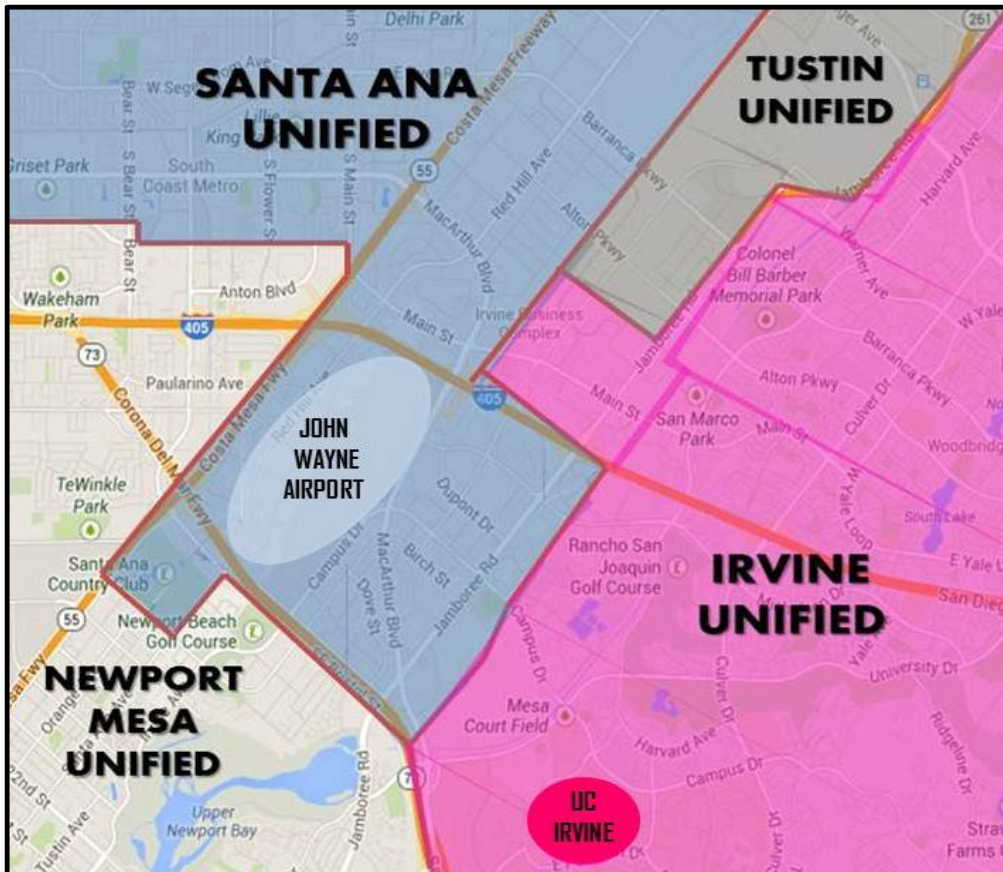


**Exhibit 4: Planned Development**



WITHIN SAUSD			JUST OUTSIDE SAUSD		
	PROJECT NAME	UNITS		PROJECT NAME	UNITS
1	Uptown Newport	1,244	11	Park Place II (under construction)	989
2	Koll	260	12	McCabe	314
3	Garden Communities	1,600	13	Metropolis	457
4	Colton	274	14	Main & Jamboree Apartments	362
5	Colton 2	642	15	2852 Kelvin	194
6	Martin Condos	82	16	2801 Kelvin	381
7	Colton 3	312	17	360° Fusion	280
8	The Village (office/retail)	0		2851 Alton (not pictured)	170
9	Condos plus Hotel	208		Equity (not pictured)	344
10	Central Park West	638		Irvine Lofts (not pictured)	469
	Olen Properties (not pictured)	300		16808 Armstrong (not pictured)	334
Total		5,560		16952 Millikan (not pictured)	156
			Total		4,450

Exhibit 5: Regional Map





**Exhibit 6: Local Map**



**Exhibit 7: Net Usable Acreage**



### Exhibit 8: Site Photographs



~~The Charter School~~The Advanced Learning Academy proposes to develop the vacant site into a school campus that will initially house kindergarten through sixth grade, and in subsequent years, will expand to include seventh and eighth grade. In the Charter's first year, 240 students will be enrolled, but in the years following, the student enrollment will reach a maximum of 600 students. As shown in Exhibit 9, Site Plan, the proposed campus would contain two (2) two-story classroom buildings with capacity for 600 students. The proposed classroom size will be compliant with the District's standard for classroom loading. One classroom building would house the primary grade complex, and the other classroom building would house the upper grade/intermediate complex. The two complexes would be kept separate but share the administration, multipurpose room, and kitchen facilities. The administration building would be located at the front of the campus and would house the school's Co-Directors, office manager, office assistants, nurse, psychologist, conference room, staff lounge, and kitchen.



## Exhibit 9: Site Plan



### 1. Primary grade complex

One classroom building would contain kindergarten through 4<sup>th</sup> grade, with kindergarten through 1<sup>st</sup> grade on the first floor, and 2<sup>nd</sup> – 4<sup>th</sup> grade on the second floor. The kindergarten classrooms would be 1,350 square feet, and the 1<sup>st</sup>-4<sup>th</sup> grade classrooms would be 960 square feet, in compliance with the CDE's recommended classroom size. The classrooms would each have appropriate-height sink and two exits, one to the interior hallway and one to the exterior hallway, to comply with fire code for primary grades. The building would also contain student and staff restrooms, a computer lab, and teacher's workroom. Outside the classroom building would be a shade structure for lunch tables and a play area containing hard courts, turf play area, and playground equipment.

### 2. Upper grade complex

The upper grade building would contain grades 5<sup>th</sup> – 8<sup>th</sup>, with 5<sup>th</sup> – 6<sup>th</sup> on the first floor and 7<sup>th</sup> – 8<sup>th</sup> on the second floor. The classrooms would be 960 square feet in compliance with the CDE's recommended classroom size. The building would also contain student and staff restrooms, a teacher's workroom, computer labs, small group workrooms, and a project workroom. Outside the building would be a shade structure for lunch tables and a play area containing hard courts and turf playfield. Additionally, a separate building would provide the setting for innovative environmental teaching opportunities, which will include science programs and will take advantage of the adjacent natural habitat.

### *3. Multipurpose room*

The school campus will include a multipurpose room that will be used to house the school's assemblies, indoor physical activities, annual science fair, and other school events.

### *4. Recreational facilities –*

As shown in Exhibit 9, Site Plan, approximately half of the site is planned to be used for joint-recreational use. District staff is currently negotiating the terms of a Joint-use Agreement with the City of Irvine and Irvine Ranch Water District. The park will be used and operated by the City of Irvine and open to the public during the day. The multipurpose room and turf field will be open to the City during after-school hours when not utilized by ~~the Charter School~~the Advanced Learning Academy programs. Strategic fencing will allow the park and joint-use facilities to be used by the public without jeopardizing the security of the school campus.

### ***Sustainability and Sensitivity to the Adjacent Natural Habitat***

~~The Charter School~~The Advanced Learning Academy recognizes the asset and responsibility of being located adjacent to the existing natural habitat. As shown in the Site Plan, ~~the Charter School~~the Advanced Learning Academy has incorporated a "nature buffer" into the design of the campus to ensure that construction and operation of the school does not negatively impact the natural habitat. In addition, ~~the Charter School~~the Advanced Learning Academy and City of Irvine will not place any nighttime lighting on the recreational facilities that will disturb the adjacent area. The only exterior lighting will include low-level security lighting in the parking lot, walkways, and on the exterior of building doorways. This will also ensure that nighttime noise levels remain consistent with existing site levels.

~~The Charter School~~The Advanced Learning Academy will comply with the California Environmental Quality Act and hire an environmental expert to analyze the impact of ~~the Charter School~~the Advanced Learning Academy on the surrounding habitat. ~~The Charter School~~The Advanced Learning Academy will comply with any mitigation measures required during construction and operation of the facility.

The site's connection to the existing natural habitat offers a unique opportunity to design a school campus that has a prominent environmental component. The buildings and grounds will include sustainable building elements and will afford students with a sustainable educational component. The building that will house innovative environmental teaching opportunities will be truly sustainable and operate off the electrical grid. Furthermore, it will be used for the school's unique science curriculum, including environmental science, engineering, and biology. The campus' recreational features will connect with the existing trail system that weaves through the habitat area. Thus, the environmental science program will have easy access to explore the natural habitat, truly engaging students and providing interactive and inspiring curriculum.

### *Charter Implementation*

While this chart below indicates one potential timeline; however, a streamlined approach may be used involving the new building at the Grant School Site. The availability of that school building would allow the Charter School the Advanced Learning Academy to begin operations during the 2015-2016. The planning for the new, permanent location in the INDA would begin immediately thereafter.

**Exhibit 10: Charter Implementation Timeline**

Task	2013/14	2014/15	2015/16	2016/17	2017/18
Charter approval					
Site acquisition					
Design					
Obtain construction funding; Bid					
Construction					
Select Advisory Board and staff					
Student recruitment					
Finalize budget and accounting process					
Prepare Safety Plan, Master Schedule, Student Handbook					
Develop lesson plans/curriculum					
Professional training					
Student/parent orientation					
Occupancy					

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# ELEMENT NINETEEN | REQUIRED SIGNATURES

## CHARTER SCHOOL TEACHER APPROVAL SIGNATURE PAGE IRVINE/NEWPORT DEVELOPMENT AREA (INDA) CHARTER SCHOOL – SANTA ANA

- The proposed charter school will be a start-up charter school.
- The charter school enrollment for the first year of operation will be 300 students.
- The total number of teachers estimated to be employed at the school during the first year of operation: 10 (50% signatures required)

RECEIVED OCT 04 2013

We, THE UNDERSIGNED, CREDENTIALLED TEACHERS, have read and agree to the contents of the attached charter school proposal dated October 8<sup>th</sup> 2013 and will work towards its implementation. Our signatures indicate that we are meaningfully interested in teaching at this charter school.

TEACHER'S SIGNATURE (Please print name under signature)	STREET ADDRESS, CITY, ZIP CODE, & STATE	PHONE # INCLUDING PREFIX	TYPE OF CREDENTIAL(S) HELD	CALIFORNIA CREDENTIAL NUMBER(S)	CREDENTIAL EXPIRATION DATE(S)	COLLEGE DEGREE(S) HELD
<i>[Signature]</i> Stephanie Stoklmayer	1334 E. Locust Ave. Orange, CA 92667	714-628- 8840	Multiple subject w/CLAD and/or designated specialist w/ Auto.		2015 2015	BA-Psych MA-Spec.ed.
<i>[Signature]</i> Helene Pustkhanth	6 Nutwood Irvine, CA 92604	949-293- 1694	Single subject			B.A. H-ED (Higher Ed. Diplo ma)
<i>[Signature]</i> Monica Curriel	1718 W. 7th St. Santa Ana, CA 92703	714) 313-6671	Multiple w/CLAD			M.A. B.S. Child Develop. MA Reading/Math Curriculum Instr.
<i>[Signature]</i> Ashleigh Weissman	26162 Via Monterey, San Juan Capistrano, CA 92675	408-656-5536	Single subj.			B.A. Molecular Biology + Biochem Spanish Minor
<i>[Signature]</i> Barbara Pearson	13571 Pawnee Tustin, CA 92782	714-345-4742	Mult. sub author. English			B.A. Lib. St. M.S. Curr + Inst



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## APPENDIX A | **COLLECTIVE BARGAINING AGREEMENT**

**AGENDA ITEM BACKUP SHEET**  
**May 26, 2015**

**Board Meeting**

**TITLE:**                    **Board Policy (BP) 5125 – Student Records**  
**(Revised: First Reading)**

**ITEM:**                    **Action**

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

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

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the revised first reading of Board Policy 5125 – Student Records.

**RATIONALE:**

Three new bills addressing Student Privacy and Technology were signed by the Governor:

Effective January 1, 2015, Assembly Bill (AB) 1442 introduces a number of requirements and restrictions. Districts may only gather data that directly relates to school or pupil safety, and must delete that data after a student turns 18 or leaves the district. In addition, districts must provide access to any stored data to the student and his or her parents.

New AB 1584 requires if a district has outsourced social media data collection to a third party, the contract between the district and third party must contain the same restrictions.

Effective January 1, 2016, the Student Online Personal Information Protection Act Senate Bill 1177, prohibits operators of educational websites, online services, online applications and mobile applications from selling or disclosing student information (e.g., name, address, phone number, test results, socioeconomic information, food purchases) or using it to target advertising.

With these new laws in place, it is important that the District policies be aligned with all state mandates governing student records.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Revised for first reading Board Policy 5125 – Student Records.

DM:RO:sz

Students

Student Records

The Governing Board recognizes the importance of keeping accurate, comprehensive student records as required by law. Information about a student shall be used judiciously in ways that contribute to the student's welfare, in accordance with law. The Superintendent or designee shall ensure that the district's administrative regulation and school site procedures, for maintaining the confidentiality of student records, are consistent with state and federal law.

The Superintendent or designee shall establish administrative regulations for Board approval governing the identification, description, retention, and security of student records, as well as timely access for authorized persons. These regulations shall ensure parental the rights of authorized persons to review, inspect and photocopy student records have timely access to student records and shall protect the students and the student's family their families from invasion of privacy. (cf. 3580 - District Records) (cf. 5125.1 - Release of Directory Information) (cf. 5125.2 - Withholding Grades, Diploma or Transcripts) (cf. 5125.3 - Challenging Student Records)

(cf. 3580 - District Records)

(cf. 4040 - Employee Use of Technology)

(cf. 5125.1 - Release of Directory Information)

(cf. 5125.3 - Challenging Student Records)

Contract for Digital Storage, Management, and Retrieval of Student Records

The Superintendent or designee may enter into a contract with a third party for the digital storage, management, and retrieval of student records and/or to authorize a third party provider of digital software to access, store, and use student records, provided that the contract meets the requirements of Education Code 49073.1 and other applicable state and federal laws.

(cf. 3312 - Contracts)

Legal Reference:

EDUCATION CODE

48904

Liability of parent

48904.3 Withholding of grades, diplomas, or transcripts of pupils causing property damage or injury; transfer of pupils to new school districts; notice to rescind decision to withhold.  
Pupil records

49060-49078

CODE OF REGULATIONS, TITLE 5

430-438 Individual pupil records  
Destruction of records of school districts

16020-16028

GOVERNMENT CODE

6252-6260 Inspection of public records

FAMILY CODE

3025

Parental access to records

FEDERAL FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT OF 1974

20 U.S.C. 1232g

CODE OF FEDERAL REGULATIONS, TITLE 34

99.34

Conditions of disclosure

300.500 Definition of "personally identifiable"  
300.501 General responsibilities of public agencies  
300.502 Opportunity to examine records  
300.573 Destruction of information

17604 Contracts

48201 Student records for transfer students who have been suspended/expelled

48853.5 Foster youth; placement, immunizations

48902 Notification of law enforcement of specified violations

48904-48904.3 Withholding grades, diplomas, or transcripts

48918 Rules governing expulsion procedures

48980 Parental notifications

48985 Notices in parent/guardian's primary language

49060-49079 Student records

49091.14 Parental review of curriculum

51747 Independent study

56041.5 Rights of students with disabilities

56050 Surrogate parents

56055 Foster parents

69432.9 Cal Grant program; notification of grade point average

BUSINESS AND PROFESSIONS CODE

22580-22582 Digital privacy

22584-22585 Student Online Personal Information Protection Act

CODE OF CIVIL PROCEDURE

1985.3 Subpoena duces tecum

FAMILY CODE

3025 Access to records by noncustodial parents

6552 Caregiver's authorization affidavit

GOVERNMENT CODE

6252-6260 Inspection of public records  
**HEALTH AND SAFETY CODE**  
 120440 Immunizations; disclosure of information  
**PENAL CODE**  
 245 Assault with deadly weapon  
**WELFARE AND INSTITUTIONS CODE**  
 681 Truancy petitions  
 701 Juvenile court law  
 16010 Health and education records of a minor  
**CODE OF REGULATIONS, TITLE 5**  
 430-438 Individual student records  
 16020-16027 Destruction of records of school districts  
**UNITED STATES CODE, TITLE 20**  
 1232g Family Educational Rights and Privacy Act  
 1232h Protection of Pupil Rights Amendment  
**UNITED STATES CODE, TITLE 26**  
 152 Definition of dependent child  
**UNITED STATES CODE, TITLE 42**  
 11434a McKinney-Vento Homeless Assistance Act; definitions  
**CODE OF FEDERAL REGULATIONS, TITLE 16**  
 Part 312 Children's Online Privacy Protection Rule  
**CODE OF FEDERAL REGULATIONS, TITLE 34**  
 99.1-99.67 Family Educational Rights and Privacy  
 300.501 Opportunity to examine records for parents of student with disability

**Management Resources:**

**FEDERAL REGISTER**  
 Final Rule and Analysis of Comments and Changes, Family Educational Rights and Privacy, December 9, 2008, Vol. 73, No. 237, pages 74806-74855  
**NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS**  
 Data in the Cloud: A Legal and Policy Guide for School Boards on Student Data Privacy in the Cloud Computing Era, April 2014  
**U.S. DEPARTMENT OF EDUCATION PUBLICATIONS**  
 Joint Guidance on the Application of the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to Student Health Records, 2008  
 Balancing Student Privacy and School Safety: A Guide to the Family Educational Rights and Privacy Act for Elementary and Secondary Schools, October 2007  
**WEB SITES**  
 California Department of Education: <http://www.cde.ca.gov>  
 National School Boards Association: <http://www.nsba.org>  
 U.S. Department of Education, Family Policy Compliance, <http://www.ed.gov/policy/gen/guid/fpco>

## **AGENDA ITEM BACKUP SHEET**

**May 26, 2015**

### **Board Meeting**

**TITLE:** Board Policy (BP) 5125.1 – Release of Directory Information  
(Revised: First Reading)

**ITEM:** Action

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

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

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#### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the revised first reading of Board Policy 5125.1 – Release of Directory Information.

#### **RATIONALE:**

Three new bills addressing Student Privacy and Technology were signed by the Governor:

Effective January 1, 2015, Assembly Bill (AB) 1442 introduces a number of requirements and restrictions. Districts may only gather data that directly relates to school or pupil safety, and must delete that data after a student turns 18 or leaves the district. In addition, districts must provide access to any stored data to the student and his or her parents.

New AB 1584 requires if a district has outsourced social media data collection to a third party, the contract between the district and third party must contain the same restrictions.

Effective January 1, 2016, the Student Online Personal Information Protection Act Senate Bill 1177, prohibits operators of educational websites, online services, online applications and mobile applications from selling or disclosing student information (e.g., name, address, phone number, test results, socioeconomic information, food purchases) or using it to target advertising.

With these new laws in place, it is important that the District policies be aligned with all state mandates governing the release of directory information.

#### **FUNDING:**

Not Applicable

**RECOMMENDATION:**

Revised for first reading Board Policy 5125.1 – Release of Directory Information.

DM:RO:sz



Students

Release of Directory Information

The Governing Board recognizes the importance of maintaining the confidentiality of directory information and therefore authorizes the release of such information only in accordance with law, Board policy, and administrative regulation.

The Superintendent or designee may release student directory information to representatives of the news media or nonprofit organizations in accordance with Board policy and administrative regulation. (cf. 1112 - Media Relations)

The superintendent or designee may authorize the release of student directory information to representatives of the news media, prospective employers, or nonprofit organizations as provided by law. Unless prohibited by the parent/guardian in accordance with law, directory information which school officials may disclose consists of the following: student's name, address, telephone number, email address, date and place of birth date, major field of study, participation in officially recognized activities and sports, weight and height of athletic team members, dates of attendance, degrees and awards received, and most recent previous school attended.

Telephone numbers shall be released only with express parental consent.

The Superintendent or designee may limit or deny the release of specific categories of directory information to any public or private nonprofit organization based on his/her determination of the best interests of district students. (Education Code 49073)

Colleges and prospective employers, including military recruiters, shall have access to directory information. Military recruiters shall have access to a student's name, address, and telephone number, unless the parent/guardian has specified that the information not be released in accordance with law and administrative regulation. (20 USC 7908; 10 USC 503; Education Code 49603)

Under no circumstances shall directory information be disclosed to a private profit-making entity, except for representatives of the news media and prospective employers, in accordance with Board policy. Private schools and colleges may be given the names and addresses of 12th-grade students and students who are no longer enrolled provided that they use this information only for purposes directly related to the institution's academic or professional goals. (Education Code 49073)

Legal Reference:

EDUCATION CODE

- 49061 Definitions
- 49063 Notification of parents of their rights
- 49073 Release of directory information
- 49073.5 Directory information: military representatives; telephone numbers
- 49603 Public high schools: military recruiting



**AGENDA ITEM BACKUP SHEET**  
**May 26, 2015**

**Board Meeting**

**TITLE:** Board Policy (BP) 3312 – Contracts (Revised: Adoption)  
**ITEM:** Action  
**SUBMITTED BY:** Stefanie P. Phillips, Deputy Superintendent, Operations, CBO  
**PREPARED BY:** Tina Douglas, Assistant Superintendent, Business Services

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of revised Board Policy (BP) 3312 – Contracts.

**RATIONALE:**

The updated policy contains revisions from the California School Board Association model policy. The revisions reflect new mandates to keep policies up to date and fully compliant. The last revision occurred in March 2006.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approval of revised Board Policy 3312 - Contracts.



## **SANTA ANA UNIFIED SCHOOL DISTRICT**

**BP 3312(a)**

### Business and Noninstructional Operations

#### Contracts

The Governing Board recognizes its responsibility to enter into contracts on behalf of the district for the acquisition of equipment, supplies, services, and other resources necessary for the achievement of district goals. In exercising this authority to enter into a contract, the Board shall ensure that the district's interest is protected and that the terms of the contract conform to applicable legal standards, including the bidding requirements in Public Contract Code 20111.

(cf. 2121- Superintendent's Contract)\par (cf. 4312.1 - Contracts) (cf. 9124 - Attorney)

The Board may, by a majority vote, delegate to the Superintendent or designee the authority to enter into contracts on behalf of the district. To be valid or to constitute an enforceable obligation against the district, all such contracts must be approved and/or ratified by the Board. (cf. 3300 - Expenditures and Purchases) (cf. 3314 - Payment for Goods and Services)

Every contract entered into on behalf of the district shall be made available for public inspection, except when the law prohibits disclosure. No contract shall prohibit a district employee from disparaging the goods or services of any contracting party. (cf. 1340 - Access to District Records)

#### **Contracts for Non-Nutritious Foods or Beverages**

The district shall not enter into or renew a contract for the sale of foods or beverages that do not meet applicable nutritional standards specified in Education Code 49431-49431.7, 5 CCR 15500-15501 or 15575-15578, or 7 CFR 210.11 or 220.12, unless the contract specifies that such sales will occur off campus or outside the time restriction specified in the applicable law. (cf. 3554 - Other Food Sales) (cf. 3555 - Nutrition Program Compliance)

Before the district enters into or renews a contract that grants exclusive or nonexclusive advertising or sale of carbonated beverages, non-nutritious beverages or non-nutritious foods as defined in law, the Board shall ensure that the district has sufficient internal controls in place to protect the integrity of public funds and to ensure that funds raised as a result of the contract benefit public education. (Education Code 35182.5)

The Superintendent or designee shall develop the district's internal control procedures to protect the integrity of public funds. Such internal controls may include, but not be limited to, the following:

1. Procedures that produce accurate and reliable financial statements and, at the same time, safeguard the assets, financial resources, and integrity of every employee responsible for handling money or property. Control systems shall be systematically evaluated and revised to keep pace with the changing responsibilities of management. (cf. 3100 - Budget) (cf. 3400 - Management of District Assets/Accounts) (cf. 3460 - Financial Reports and Accountability)

2. Procedures to ensure that district personnel do not handle cash or product at the school site. The contract shall specify that the vendor stock the machines and shall provide cash accounting, along with a check, for district proceeds directly to the control office.

To ensure that funds raised by the contract benefit district schools and students:

1. The Superintendent or designee may invite parents/guardians, students, staff, and interested community members to make recommendations regarding the contract, including recommendations as to how the funds will be spent in a manner that benefits public education. (cf. 1220 - Citizen Advisory Committees)
2. Prior to ratifying the contract, the Board shall designate the specific programs and activities that will be funded by the proceeds of the contract and consider how the contract reflects the district's vision and goals. (cf. 0000 - Vision) (cf. 0100 - Philosophy) (cf. 0200 - Goals for the School District)
3. The contract shall specify that the contractor report, on a quarterly basis, to the Superintendent or designee the number of food items or beverages sold within the district and the amount of money raised by the sales. The Superintendent or designee shall report these amounts to the Board on a regular basis.
4. The Superintendent or designee shall ensure that the contract does not limit the ability of student and parent organizations to plan and operate fund-raising activities. (cf. 1230 - School-Connected Organizations) (cf. 1321 - Solicitation of Funds from and by Students)

Any contract for the sale or advertisement of non-nutritious foods or carbonated or non-nutritious beverages shall be entered into on a competitive bid basis pursuant to Public Contract Code 20111 or through the issuance of a Request for Proposal. (Education Code 35182.5) (cf. 3311 - Bids)

The Board shall not enter into or renew ~~a~~ any contract that grants exclusive or nonexclusive advertising or sale of carbonated beverages, non-nutritious beverages, or non-nutritious foods until parents/guardians, students, and members of the public have had an opportunity to comment on the contract at a public hearing held during a regularly scheduled Board meeting. The Board shall clearly, and in a manner recognizable to the general public, identify in the agenda the contract to be discussed at the meeting. (Education Code 35182.5.) (cf. 9322 - Agendas/Meeting Materials) (cf. 9323 - Meeting Conduct)

The public hearing shall include, but not be limited to, a discussion of the nutritional value of foods and beverages sold within the district; the availability of fresh fruit, vegetables, and grains in school meals and snacks, including locally grown and organic produce; the amount of fat, sugar, and additives in the food and beverages discussed; and barriers to student participation in school breakfast and lunch programs. (Education 35182.5) (cf. 5030 - Student Wellness)

The contract shall be accessible to the public and may not include a confidentiality clause that would prevent the district or a district school from making any part of the contract public. (Education Code 35182.5)

### **Contracts for Electronic Products or Services**

The Board shall not enter into a contract for electronic products or services that requires the dissemination of advertising to students, unless the Board: (Education Code 35182.5)

1. Enters into the contract at a noticed, public hearing of the Board. (cf. 9320 - Meetings and Notices)
2. Makes a finding that the electronic product or service is or would be an integral component of the education of students. (cf. 0440 - District Technology Plan)
3. Makes a finding that the district cannot afford to provide the electronic product or service unless it contracts to permit dissemination of advertising to students. (cf. 1325 - Advertising and Promotion)
4. As part of the district's normal, ongoing communication to parents/guardians, provides written notice that the advertising will be used in the classroom or other learning center. (cf. 5145.6 - Parental Notifications)
5. Offers parents/guardians the opportunity to request in writing that their child not be exposed to the program that contains the advertising. A request shall be honored for the school year in which it is submitted, or longer if specified, but may be withdrawn by the parents/guardians at any time.

#### **Legal Reference:**

##### EDUCATION CODE

200-262.4	Prohibition of discrimination on the basis of sex
14505	Provisions required in contracts for audits
17595-17606	Contracts
35182.5	Contract prohibitions
45103.1	Personal services contracts
45103.5	Contracts for management consulting service related to food service
49073.1	Contract requirements for digital storage, maintenance and retrieval of student records
49431-49431.7	Nutritional standards

##### CODE OF CIVIL PROCEDURE

685.010	Rate of interest
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GOVERNMENT CODE

12990	Nondiscrimination and compliance employment programs
53260	Contract provision re maximum cash settlement
53262	Ratification of contracts with administrative officers

LABOR CODE

1775	Penalties for violations
1810-1813	Working hours

PUBLIC CONTRACT CODE

4100-4114	Subletting and subcontracting fair practices
7104	Contracts for excavations; discovery of hazardous waste
7106	Non-collusion affidavit
20111	Contracts over \$50,000; contracts for construction; award to lowest responsible bidder
20104.50	Construction Progress Payments
22300	Performance retentions

CODE OF REGULATIONS, TITLE 5

15500	Food sales by student organizations
15501	Sales in high schools and junior high schools
15575-15578	Food and beverage requirements outside of the federal school meal programs

UNITED STATES CODE, TITLE 20

1232g	Family Educational Rights and Privacy Act
1681-1688	Title IX, discrimination

## CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31	National School Lunch Program
220.1-220.21	National School Breakfast Program

Management Resources: CSBA Publications

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. 2005

## WEB SITES

CSBA: <http://www.csba.org>California Association of School Business Officials: <http://www.casbo.org>



## SANTA ANA UNIFIED SCHOOL DISTRICT

BP 3312(a)

### Business and Noninstructional Operations

#### Contracts

~~Whenever state law invests The Governing Board~~ **recognizes its responsibility** ~~with the power to enter into contracts on behalf of the district for the acquisition of equipment, supplies, services, and other resources necessary for the achievement of district goals. In exercising this authority to enter into a contract, the Board shall ensure that the district's interest is protected and that the terms of the contract conform to applicable legal standards, including the bidding requirements in Public Contract Code 20111. (cf. 2121- Superintendent's Contract)\par (cf. 4312.1 - Contracts) (cf. 9124 - Attorney)~~

~~The Board may, by a majority vote, delegate this power to the Superintendent or designee~~ **the authority to enter into contracts on behalf of the district.** ~~To be valid or to constitute an enforceable obligation against the district, all such contracts must be approved and/or ratified by the Board. (Education Code 17604) (cf. 3300 - Expenditures/Expending Authority) (cf. 3314 - Payment for Goods and Services) (cf. 3400 - Management of District Assets/Accounts) (cf. 3300 - Expenditures and Purchases) (cf. 3314 - Payment for Goods and Services)~~

~~All contracts between the district and outside agencies shall conform to standards required by law and shall be prepared under the direction of the Superintendent or designee. (cf. 2121- Superintendent's Contract) (cf. 4312.1 - Contracts) (cf. 9124 - Attorney)~~

~~When required by law, contracts and subcontracts made by the district for public works or for goods or services shall contain a nondiscrimination clause prohibiting discrimination by contractors or subcontractors. The nondiscrimination clause shall contain a provision requiring contractors and subcontractors to give written notice of their obligations to labor organizations with which they have a collective bargaining or other agreement. (Government Code 12990 (cf. 0410 - Nondiscrimination in District Programs and Activities)~~

~~The district shall not~~ **Every contract** ~~entered into a contract on behalf of the district shall be made available for public inspection, except when the law prohibits disclosure. No contract shall that prohibits a school district employee from disparaging the goods or services of the any contracting party. (Education Code 35182.5) (cf. 1340 - Access to District Records)~~

#### **Contracts for Non-Nutritious Foods or Beverages**

~~Effective July 1, 2007,~~ **The district or a district school** ~~shall not enter into or renew a contract for the sale of foods or beverages that do not meet the applicable nutritional standards specified in Education Code 49431- or 49431.2~~ **49431.7, 5 CCR 15500-15501 or 15575-15578, or 7 CFR 210.11 or 220.12,**

~~unless the contract specifies that such sales will occur later than one-half hour after the end of the school day and/or off school premises. (Education Code 49431, 49431.2) (cf. 3554 - Other Food Sales)~~ **off campus or outside the time restriction specified in the applicable law. (cf. 3554 - Other Food Sales) (cf. 3555 - Nutrition Program Compliance)**

~~In accordance with the dates specified in law, the district or a district school shall not enter into or renew a contract for the sale of beverages that do not meet the nutritional standards in Education Code 49431.5 unless the contract specifies that such sales will occur later than one-half hour after the end of the school day and/or off school premises.~~

Before the district ~~or a district school~~ enters into or renews a contract that grants exclusive or nonexclusive advertising or sale of carbonated beverages, non-nutritious beverages or non-nutritious foods as defined in law, the Board shall ensure that the district has sufficient internal controls in place to protect the integrity of public funds and to ensure that funds raised as a result of ~~this~~ **the** contract benefit public education. (Education Code 35182.5)

The Superintendent or designee shall develop the district's internal control procedures to protect the integrity of public funds. Such internal controls may include **,** but not be limited to **,** the following:

1. ~~Control~~ **P**rocedures that produce accurate and reliable financial statements and, at the same time, safeguard the assets, financial resources **,** and integrity of every employee responsible for handling money or property. Control systems shall be systematically evaluated and revised to keep pace with the changing responsibilities of management. (cf. 3100 - Budget) (cf. 3400 - Management of District Assets/Accounts) (cf. 3460 - Financial Reports and Accountability)
2. Procedures to ensure that district personnel do not handle cash or product at the school site. The contract shall specify that the vendor stock the machines and shall provide cash accounting, along with a check, for district proceeds directly to the control office.

~~In addition, the contract may specify whether contractor logos are permitted on district facilities, including but not limited to scoreboards and other equipment. If such logos are permitted, the contractor shall present the equipment to the Board as a gift. The gift may be accepted by the Board in accordance with Board policy and administrative regulation. (cf. 3290 - Gifts, Grants and Bequest)~~

To ensure that funds raised by the contract benefit district schools and students:

1. The Superintendent or designee may ~~form a committee consisting of~~ **invite** parents/guardians, students, staff **,** and interested community members to make recommendations regarding the contract, including recommendations as to how the funds will be spent in a manner that benefits public education. (cf. 1220 - Citizen Advisory Committees)

2. Prior to ratifying the contract, the Board shall designate the specific programs and activities that will be funded by the proceeds of the contract and consider how the contract reflects the district's vision and goals. (cf. 0000 - Vision) (cf. 0100 - Philosophy) (cf. 0200 - Goals for the School District)
3. The contract shall specify that the contractor report, on a quarterly basis, to the Superintendent or designee the number of food items or beverages sold within the district and the amount of money raised by the sales. The Superintendent or designee shall report these amounts to the Board on a regular basis.
4. The Superintendent or designee shall ensure that the contract does not limit the ability of student and parent organizations to plan and operate fund-raising activities. (cf. 1230 - School-Connected Organizations) (cf. 1321 - Solicitation of Funds from and by Students)

The Any contract for the sale or advertisement of non-nutritious foods or carbonated or non-nutritious beverages shall be entered into on a competitive bid basis pursuant to Public Contract Code 20111 or through the issuance of a Request for Proposal. (Education Code 35182.5) (cf. 3311 - Bids)

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The public hearing shall include, but not be limited to, a discussion of the nutritional value of foods and beverages sold within the district; the availability of fresh fruit, vegetables, and grains in school meals and snacks, including locally grown and organic produce; the amount of fat, sugar, and additives in the food and beverages discussed; and barriers to student participation in school breakfast and lunch programs. (Education 35182.5) (cf. 5030 - Student Wellness)

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2. Makes a finding that the electronic product or service is or would be an integral component of the education of students. (cf. 0440 - District Technology Plan) ~~(cf. 6162.7 - Use of Technology in Instruction)~~
3. Makes a finding that the district cannot afford to provide the electronic product or service unless it contracts to permit dissemination of advertising to students. (cf. 1325 - Advertising and Promotion)
4. As part of the district's normal, ongoing communication to parents/guardians, provides written notice that the advertising will be used in the classroom or other learning center. **(cf. 5145.6 - Parental Notifications)**
5. Offers parents/guardians the opportunity to request in writing that their child not be exposed to the program that contains the advertising. ~~Any~~ request shall be honored for the school year in which it is submitted, or longer if specified, but may be withdrawn by the parents/guardians at any time.

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<b>49073.1</b>	<b>Contract requirements for digital storage, maintenance and retrieval of student records</b>
49431-49431.57	Nutritional standards

CODE OF CIVIL PROCEDURE

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high schools  
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Adopted: (8-98 3-06) 5/2015

Santa Ana, CA