

AGENDA ITEM BACKUP SHEET
June 28, 2011

Board Meeting

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

ITEM: Action

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

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 providing equal educational opportunities for all District students. The Board shall carefully evaluate any conditions or restrictions imposed by the donor in light of District philosophy and operations. If the Board believes the District will be unable to fully satisfy the donor's conditions, the gift shall not be accepted. Gift books and instructional materials shall be accepted only if they meet District criteria. At the Superintendent or designee's discretion, a gift may be used at a particular school.

FUNDING:

Not Applicable

RECOMMENDATION:

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

SANTA ANA UNIFIED SCHOOL DISTRICT
GIFTS RECOMMENDED FOR ACCEPTANCE - June 28, 2011

School:	Gift:	Amount:	Donor:	Used for:
Carver Elementary		\$ 675	Carver PTO Mrs. Angela Mendez Santa Ana	Field trips and student-related expenses
Garfield Elementary		\$ 743	Life Touch Ms. Kathy Becher Eden Prairie, MN	State testing student food items, conferences and parent meetings
Roosevelt Elementary	Car audio equipment	\$ 1,000	Bristol Sound Mr. Joe Khalil Santa Ana	Annual Roosevelt community car show drawing
Spurgeon Intermediate	Apple laptop Macbook computer	\$ 1,180	Mr. and Mrs. Rhett Bray Laguna Niguel	8th grade Sp. Ed. Outstanding Student Russ Ford Technology Award
Segerstom High		\$ 600	Santa Ana Kiwanis Mr. Bob Stopher Santa Ana	Scholarship for student Vannie Luong
Segerstrom High		\$ 1,000	Santa Ana North Rotary Club FD Mr. Gordon Bricken Santa Ana	Medals for Track and Field Relay
Visual and Performing Arts Department	Vintage Premier Drum set	\$ 500	Mr. Lloyd Rowe Irvine	Visual and performing arts students
Visual and Performing Arts Department	Alto saxophone (Bundy II)	\$ 750	Mr. Mark Kamp Santa Ana	SAUSD instrumental music students
Visual and Performing Arts Department	Alto saxophone (Evette)	\$ 750	Mr. Steve Mizera Silverado	SAUSD instrumental music students
Visual and Performing Arts Department		\$ 2,572	Santa Ana Schools Administrators Association (SASAA) Mr. Dennis Cole Santa Ana	Musical instruments, maintenance, repairs, and replacement

School:	Gift:	Amount:	Donor:	Used for:
June 28, 2011 donations		\$ 9,570		
2011 Total donations	\$ 334,843	\$344,613		

/eh

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.

AGENDA ITEM BACKUP SHEET

June 28, 2011

Board Meeting

TITLE: Approval of Submission of Part I 2011-12 Consolidated Application for Funds to California State Department of Education

ITEM: Action

CO

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

PREPARED BY: Nuria Solis, Director, EL Programs and Student Achievement

BACKGROUND INFORMATION:

The purpose of this agenda item is to request Board authorization to submit Part I of the 2011-12 Consolidated Application (ConApp) for funds to the California State Department of Education for continued funding for major State and Federal categorical programs. The ConApp serves as the District's intention to participate in the following categorical programs:

CATEGORICAL PROGRAMS	
Federal	State
NCLB, Title I, Part A	Economic Impact Aid, State Compensatory Education(SCE/LEP)
NCLB, Title II, Part A Improving Teacher Quality	
NCLB ,Title III, Part A, Language Instruction, EL	

RATIONALE:

The District-level 2011-12 Application for Funding Consolidated Categorical Aid Programs is submitted to the California State Department of Education for approval. This application is divided into two portions. Part I, submitted by June 30, 2011, provides the basic school-level participation data needed by the California Department of Education for presentation to the legislature and federal officials.

Once the District receives official 2011-12 allocations for categorical aid programs based on the data provided through the ConApp Part I, funding levels per site will be incorporated into the second part of the application process. ConApp Part II, which includes specific school-level categorical budgets and 2010-11 carryover information, will be submitted for approval prior to February 2012.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve submission to the California State Department of Education the 2011-12 Consolidated Application Part I for funding categorical aid programs.

AGENDA ITEM BACKUP SHEET
June 28, 2011

Board Meeting

TITLE: Approval of Agreement With Intel-Assess, Inc., for Development and Creation of Assessments for 2011-12 School Year

ITEM: Action

SUBMITTED BY: Herman Mendez, Assistant Superintendent, Elementary Education
Dawn Miller, Assistant Superintendent, Secondary Education

PREPARED BY: Michelle Rodriguez, Director, Elementary Student Achievement/Charter Schools

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of a one year contract agreement with Intel-Assess, Inc. for Development and Creation of Assessments that we have used for the past three years. All public school districts in the State of California are required to monitor student achievement utilizing frequently administered standards-based assessments in language arts and mathematics.

RATIONALE:

Intel-Assess, Inc. has expertise in the development of assessments that include question items that accurately reflect student performance expectations as measured on the California Standards Tests. The product is unique in that all questions created by the company are developed in alignment with California curriculum standards, and each assessment includes a unique item analysis that provides teachers with information about why answers are correct or incorrect. Due to their specialized psychometrical knowledge on assessment creation, they provide reliable and valid assessments that are highly correlated to the CST results that allow the District to inform and drive instruction that are used by all language arts and mathematics teachers in grades 2 through 12.

The utilization of a dedicated assessment vendor addresses the challenge for district staff of needing to regularly adjust, modify and create standards-based questions and assessments in a manner that ensures their reliability, efficacy and instructional value to teachers.

The implementation of a well executed benchmark assessment system will address DAIT student monitoring requirements and assist schools to increase teacher efficacy through an assessment benchmark that informs their instructional practice/s toward an improved student achievement outcome, as measured by California Standards Tests.

FUNDING:

Title I: \$144,000 (price reduction of \$37,500)

RECOMMENDATION:

Approve the agreement with Intel-Assess, Inc., for development and creation of assessments for 2011-12 school year.

CONTENT LICENSE AND SERVICE AGREEMENT

This CONTENT LICENSE AGREEMENT (the “Agreement”), is entered into as of **August 15, 2011** (the “Effective Date”) between **Intel-Assess, Inc.** with its principal place of business at **1032 Irving Street, #445, San Francisco, CA 94122-2200**, (the “Company”), and **Santa Ana Unified School District**. (“Licensee”), with its principal place of business at **1601 E. Chestnut Avenue, Santa Ana, CA 92701**. The Company and Licensee shall be collectively referred to herein as the “Parties,” or each may be referred to individually as a “Party.”

RECITALS

WHEREAS, the Company is a provider of assessment content and related tools; and,

WHEREAS, the Parties desire to enter into a contractual relationship providing for the access and use of content of the Company to Licensee, all under the general terms provided for in this Agreement, subject to more specific terms and conditions in one or more Schedules which shall be attached to this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and the mutual covenants and promises of the Parties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Definitions.

a. “**Applicable Schedule**” means the Schedule attached to this Agreement containing the individualized terms and conditions applicable to specified Content.

b. “**Permissible Uses**” means the use for the Content permitted under this Agreement as set forth on the Applicable Schedule.

c. “**Content**” means the information described in the Applicable Schedule attached hereto.

d. “**Items**” means all assessment test questions of any kind developed by the Company.

e. “**Formative Item Bank**” means the set of assessment Items that are provided to the Company’s customers for their use in assessment development or to be used by the Company to develop assessments for the Company’s customers. These Items are distinct from the Items included in the Quick Check assessments.

f. “**Quick Checks**” means any or all of a series of assessments developed by the Company and marketed under the name of “Quick Checks.” The Items on the Quick Checks will not appear in the Formative Item Bank and will be licensed separately from the Formative Item Bank.

2. **The Company’s Obligations.** In exchange for payment of the applicable Fee (as defined in Section 6), the Company shall provide to Licensee the Content described in the Applicable Schedules.

3. **Limited Use License; Ownership.** Any Content provided under an Applicable Schedule shall be subject to the following:

a. **Grant of License.** Licensee shall be granted a nonexclusive, nontransferable, revocable, worldwide, limited license during the Term, subject to all of the terms and conditions hereof, to use the Content solely pursuant to the Permissible Uses (the "License").

b. **Restrictions.** Licensee shall not, except as expressly provided otherwise herein: (i) transfer all or any part of the Content to any person or entity without the prior written consent of the Company in each instance; (ii) create a derivative work from the Content or any part thereof; (iii) sublicense, assign, delegate or otherwise transfer this Agreement, the License, the Content or any of the related rights or obligations for any reason without the prior written consent of the Company, in each such instance, unless as otherwise permitted by Section 12(b) herein; or (iv) otherwise use the Content for any use other than as expressly set forth herein. In the event that the Company becomes aware that Licensee has breached any of the foregoing restrictions, this Agreement shall automatically and immediately terminate unless Licensee has cured such breach within thirty (30) days of receipt of written notice by the Company of such breach.

c. **Ownership.** As between the Company and Licensee, the Company shall retain all right, title and interest in and to all Content, including any reproductions or compilations thereof, and any updates to the Content (each as provided to Licensee hereunder), whether now existing or which may hereafter come into existence, including without limitation, copyright and other intellectual property and proprietary rights therein or appurtenant thereto, except as expressly provided herein. Any modifications, improvements or changes to the Content made by Licensee shall immediately become the property of the Company and Licensee will sign any documents requested by the Company in order to document the transfer of any such modifications to the Company.

4. **Delivery of Content.** The Company shall provide Licensee with the Content in accordance with the delivery schedule, format and other specifications (the "Delivery Specifications") set forth in the Applicable Schedule attached hereto.

5. **Licensee Obligations.**

a. **Display of Content; Modifications.** Except as otherwise stated on the Applicable Schedule: (i) Licensee will not modify, translate, and/or edit the Content in any manner that (a) distorts or changes the meaning of the content, (b) causes otherwise non-defamatory, non-infringing content to defame or infringe the intellectual property rights of any person, or (c) otherwise violate any person's personal proprietary or personal rights; and (ii) Licensee may not edit, alter or translate the form or substance of the Content in any manner without the prior written approval of the Company, except that Licensee may make minor non-substantive formatting changes to the Content.

b. **Removal of Content.** Subject to the Applicable Schedule, if the Company requests that any portion of the Content be deleted, replaced or made inaccessible because such Content contains material errors, is or could be subject to a third party claim or for any other similar reason, then Licensee shall immediately (or as soon thereafter as reasonably practicable taking into account the exigency of the circumstances) cease using such deleted Content from all Permissible Uses. In the event that any Content contains material errors, the Company shall use reasonable efforts to correct such errors within five (5) business days of notice or discovery of such errors.

c. **Security Measures.** Licensee shall take all reasonable steps and precautions, and implement all reasonable procedures, that are necessary to prevent or restrict the unauthorized use, downloading, transmission, display, copying or other dissemination of the Content in a manner inconsistent with the permitted rights and uses in the Content expressly granted under this Agreement. Licensee shall be responsible to the Company for any unauthorized use of or access to the Content by its employees or agents.

d. **Additional Obligations.** Licensee and the Company shall comply with any additional obligations specified in the Applicable Schedule.

6. **Fees.**

a. **Pricing for Content.** Licensee agrees to pay the Company the amounts and at the times set forth in the Applicable Schedule hereto (the "Fees").

b. **Taxes; Collection Costs.** The Parties acknowledge that the Fees have been established under the assumption that no federal, state, local or foreign taxes, duties, tariffs, levies or similar assessments (collectively, "Taxes") are due on the licensing of the Content under this Agreement. In the event such Taxes should become due, the Fee shall be increased by the amount of such Tax, *provided* that all Taxes shall be separately itemized on the applicable invoice, indicating the Tax and the charges against which such Tax was calculated. In no event will Licensee pay any Taxes in respect of the Company's net income, gross revenue, franchise, corporate excise or privilege, personal, or property. If Licensee fails to pay any amounts due under this Agreement, including Fees and Taxes, Licensee will pay all expenses incurred by the Company, including reasonable attorneys' fees, to collect such amounts.

c. **Audit Rights and Licensee's Obligation to Pay Fees.** Licensee agrees to keep accurate books and records at its principal place of business regarding its uses of the Content and its calculation of the Fees. Up to one time during each calendar year the Company shall be entitled to have a Certified Public Accountant, or other person acceptable to the Company in the Company's unfettered discretion, inspect, copy and audit, at the Company's expense, upon thirty (30) days' written notice and during ordinary business hours, such of Licensee's books and records as are reasonably necessary to verify such uses and calculations. If Licensee disputes the result of the Company's audit, Licensee shall pay the Company any undisputed underpayment of Fees within twenty (20) days of the completed audit and notice of such undisputed underpayment. If Licensee fails to do so, the Company may terminate this Agreement upon 15 days notice. In the event that Licensee underpaid any Fees by five percent (5%) or more within a six (6) month period, the expense of auditing Licensee's records shall be borne by Licensee, payable within thirty (30) days of the completed audit and notice of such obligation. Audit rights are subject to the confidentiality provisions of this Agreement. All information, documents, and copies obtained by the Company or any party conducting or participating in any audit hereunder on behalf of or in conjunction with the Company shall be treated as Confidential Information hereunder; provided, however, that such Confidential Information may be disclosed pursuant to any legal dispute resolution process between the Parties regarding such audit, whether in arbitration or in a court of law.

7. **Limited Warranties and Disclaimer of Warranties and Representations.** Licensee represents and warrants that it has the right, power, and authority to enter into and be bound by the terms of this Agreement and to perform its obligations under this Agreement without the approval or consent of any other party. The Company represents and warrants that (i) except as disclosed on the Applicable Schedule, it has the right, power, and authority to enter into and be bound by the terms of this Agreement and to perform its obligations under this Agreement without the approval or consent of any other party; and (ii) it has sufficient title, right and interest in and to the rights granted to Licensee hereunder to enter into and perform this Agreement and to enable Licensee to perform hereunder. The Company does not assume, and hereby disclaims, any liability to any party for any loss or damage caused by errors or omissions in the Content and/or Services, whether such errors or omissions result from negligence, accident or any other cause. OTHER THAN AS EXPRESSLY SPECIFIED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, CONDITION, PERFORMANCE, AVAILABILITY, FUNCTIONALITY AND/OR QUALITY. THE COMPANY MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION THAT ANY CONTENT

PROVIDED TO LICENSEE WILL BE FREE FROM ERRORS OR THAT ITS USE WILL BE UNINTERRUPTED OR ERROR-FREE OR MAKE ANY OTHER REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OR OTHERWISE. ALL CONTENT PROVIDED HEREIN BY OR ON BEHALF OF THE COMPANY IS PROVIDED ON AN "AS IS" BASIS.

8. Indemnification.

a. The Company's Indemnification. The Company shall indemnify, defend and hold harmless Licensee, its parents, affiliates and subsidiaries, and its and their officers, directors, shareholders, general partners, limited partners, employees and agents (the "Licensee Parties") from and against any losses, settlements, claims, actions, suits, proceedings, judgments, awards, liabilities, demands, costs and expenses (including reasonable attorneys' fees), brought by any third parties against the Licensee Parties which allege, arise out of, relate to or result from: (a) a claim that the Content as originally delivered to Licensee or as modified by the Company and used by Licensee solely as permitted by this Agreement, infringes, misappropriates, or violates any copyright, trademark, patent right or other intellectual property right of any third party; (b) the Content being deemed obscene; or (c) the Company's breach of its representations and warranties hereunder.

b. Licensee Indemnification. Licensee shall indemnify, defend and hold harmless the Company, its parents, affiliates and subsidiaries, and its and their officers, directors, shareholders, employees and agents ("the Company Parties"), from and against any losses, settlements, claims, actions, suits, proceedings, judgments, awards, liabilities, costs and expenses (including reasonable attorneys' fees) brought by any third parties against the Company Parties which arise out of or as a result of: (a) any use by Licensee of the Content hereunder in violation of this Agreement; (b) and breach by Licensee of its representations and warranties hereunder; (c) to the extent permitted under this Agreement or any Applicable Schedule, any translations to languages other than English of the Content by Licensee to the extent such losses are attributable to the actual translation; or (d) any damage caused by any improper action of Licensee, including but not limited to the inclusion of errors or incorrect data in the Content or any modified Content.

c. Indemnification Procedure. Each Party's indemnification obligations hereunder shall be subject to: (i) the indemnified party's prompt notification to the indemnifying party with respect to the pertinent third party claims, although failure to provide such notification shall not excuse the indemnifying party's obligations hereunder except to the extent of any material prejudice as a direct result of such failure; (ii) the indemnifying party's sole control of the settlement or defense of the pertinent third party claims, although the indemnifying party shall not, without the prior written approval of the indemnified party, settle or dispose of any claims in a manner that materially adversely affects the indemnified party's rights or interests without the indemnified party's prior written consent; and (iii) the indemnified party's provision of reasonable assistance to the indemnifying party, at the indemnifying party's expense, in defending the claim. The indemnified party shall have the right to participate at its own expense in the defense of an indemnified claim.

d. Limitation on Indemnity. The indemnity set forth in Section 8(a) above will not extend to any third-party infringement claims resulting, in whole or in part, from (i) any modification of the Content by Licensee or persons acting under the control or direction of Licensee, to the extent that such modification alone gives rise to the infringement claims, (ii) the use of all or any portion of the Content in combination with any other software, hardware or server, if such infringement would have been avoided without the use of such software, hardware or server, (iii) the use of the Content by Licensee or persons acting under its control in any manner or application for which the same were not designed to be used, or (iii) the use of the Content by Licensee to make unsolicited communications (including, without limitation, communications via e-mail, faxes, or telephone) to third parties.

9. Confidential Information. Each Party understands and agrees that in the performance of this Agreement it may have access to private or confidential, non-public information of the other Party, or the other Party's parent company, subsidiaries and affiliates, and its and their customers and suppliers, including but not limited to, trade secrets, marketing and business plans, customer information and technical specifications and information (the "**Confidential Information**"). Each Party agrees that: (1) all Confidential Information shall remain the exclusive property of the owner thereof; and (2) it shall maintain, and shall cause its employees, subcontractors and other agents to maintain, the confidentiality and secrecy of the other Party's Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it (i) is or becomes a part of the public domain through no act or omission of the receiving party, (ii) is rightfully in the receiving party's possession, without obligation of confidentiality with respect thereto, prior to the disclosing party's disclosure, (iii) is lawfully disclosed to the receiving party by a third party having no obligation of confidentiality with respect thereto, (iv) is independently developed by or on behalf of the receiving party, (v) is released from confidential treatment by written consent of the disclosing party thereof; or (vi) is required to be disclosed by applicable law or by request from a governmental agency, provided that the receiving party gives the disclosing party prior written notice of such disclosure such that the disclosing party can obtain an appropriate protective order or similar remedy if it so desires. Without limiting the foregoing, the following shall be considered Confidential Information: (a) the terms of this Agreement, including without limitation the Fees except as required by applicable law or by request from a governmental agency; (b) programs and computer code used in the formatting and transmission of Content between the Parties; and (c) the Content. The provisions of this Section 9 shall survive any expiration or termination of this Agreement for a period of three years after such expiration or termination.

10. Limitation of Damages.

a. EXCEPT AS SET FORTH BELOW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL THEORY FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM LOSS OF BUSINESS, ANTICIPATED PROFITS OR REVENUE. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING FROM OR UNDER THIS AGREEMENT EXCEED THE GREATER OF THE TOTAL AMOUNT PAID BY LICENSEE TO THE COMPANY UNDER THE APPLICABLE SCHEDULE IN A ONE-YEAR PERIOD OR \$100,000, PROVIDED THAT THE LIMITATIONS OF LIABILITY IN THIS PARAGRAPH SHALL NOT APPLY TO (A) EACH PARTY'S CONFIDENTIAL INFORMATION OBLIGATIONS UNDER SECTION 9, (B) CLAIMS FOR WHICH EITHER PARTY HAS AGREED TO INDEMNIFY THE OTHER PARTY PURSUANT TO THIS AGREEMENT, OR (C) TO DAMAGES CAUSED BY THE GROSS NEGLIGENCE, BAD FAITH, OR WILLFUL MISCONDUCT OF A PARTY OR ITS PERSONNEL.

b. The foregoing is subject to any additional limitations contained in the Applicable Schedule.

11. Term; Termination.

a. **Term.** The term of this Agreement shall run concurrently with the term(s) as set forth on the Applicable Schedule.

b. **Termination by Either Party.** In addition to any rights set forth in this Agreement, either Party may terminate this Agreement immediately if the other Party: (i) is in material breach of this Agreement and fails to cure such breach within thirty (30) days after being notified, in writing, of such

breach (except with respect to Licensee's failure to pay applicable Fees, in which case Licensee shall have twenty (20) days after being notified in writing of such breach to cure); (ii) files a petition in bankruptcy, or has such a petition filed against it; or (iii) makes an assignment for the benefit of creditors, or if a receiver, trustee, custodian or similar agent is appointed or takes possession of its assets. Licensee may terminate this Agreement upon three months written notice to the Company.

c. Effect of Expiration or Termination. Upon the expiration or earlier termination of this Agreement for any reason, each Party shall return all documents, notes and other tangible and intangible embodiments of the other Party's Confidential Information.

d. Survival of Payment Obligations. Termination or expiration of this Agreement shall not affect the obligation of either Party to pay all amounts owing or to become owing pursuant to this Agreement, subject to any applicable refund.

12. Miscellaneous.

a. Notices. All notices hereunder shall be in writing and shall be sent by certified mail, return receipt requested, or by overnight courier service, to the address set forth below each Party's signature, or to such other addresses as may be stipulated in writing by the Parties pursuant hereto. Unless otherwise provided, notice shall be effective on the date it is officially recorded as delivered by return receipt or equivalent.

b. Assignment. Neither Party shall assign this Agreement in whole or part without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except that either Party may assign this Agreement in its entirety or an individual schedule without any consent of the other Party in connection with a merger, reorganization or sale of all or substantially all of the assets or business to which this Agreement or individual schedule relates.

c. Force Majeure. If either Party is prevented from performing any of its duties and obligations hereunder (other than duties or obligations with respect to payment) in a timely manner by reason of any act of God, strike, labor dispute, flood, public disaster, war, acts of terrorism, equipment or technical malfunctions or failures (including without limitation telecommunication failures, systemic Internet failures and/or any interruptions in services of Internet Service Providers), power failures or interruptions, or any other reason beyond its reasonable control, such condition shall be deemed to be a valid excuse for delay of performance or for nonperformance of any such duty or obligation for the period during which such conditions exists.

d. Relationship of the Parties. Notwithstanding anything to the contrary, this Agreement does not, and shall not be deemed to, constitute a partnership or joint venture between the Parties and neither Party nor any of their respective directors, officers, employees or agents shall, by virtue of the performance of their obligations under this Agreement, be deemed to be an agent or employee of the other.

e. No Waiver. The waiver of any breach or failure of a term or condition of this Agreement by any Party shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other breach or failure of a term or condition of this Agreement.

f. Survival of Certain Provisions. Notwithstanding the termination or expiration of this Agreement, the provisions of Sections 1, 3(c), 6, 7, 8, 9 (as provided in the last sentence of such Section), 10, 11(c), 11(d) and 12 shall survive and continue and shall bind the Parties and their legal representatives, successors and permitted assigns.

g. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California applicable to contracts made and performed in California without regard to conflict of laws principles which would result in the application of the laws of any other jurisdiction. The Parties hereto submit to the exclusive jurisdiction of the state and federal courts located in the State of California, for the purpose of resolving any dispute relating to the subject matter of this Agreement or the relationship between the Parties pursuant to this Agreement.

h. Announcements. The Company shall be permitted to identify and use Licensee's name and logo in marketing materials, including but not limited to the Company's website and written materials.

i. Entire Agreement and Precedence. This Agreement, together with the attached Schedules which are incorporated by reference, constitutes the complete agreement between the Parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement and such Schedules. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each Party. No other act, document, usage or custom shall be deemed to amend or modify this Agreement. In the event of conflict among the terms and conditions of the document of this Agreement and the exhibits or Addenda thereto, the exhibits or Addenda shall control.

j. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement. All signed fax copies of the Agreement shall be deemed as valid as originals.

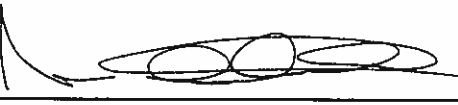
[signatures appear on following page]

Intel-Assess, Inc.

WHEREFORE, for the purpose of being bound, the Parties execute this Agreement by their duly authorized representatives as of the date set forth above.

INTEL-ASSESS, INC.

Santa Ana Unified School District

By: 

By: _____

Date: June 7, 2011

Date: _____

Name: Jaime Goldfarb, Ph.D.

Name: _____

Title: President

Title: _____

Santa Ana Unified School District Billing Information

Purchase Order #: _____

Name: _____

Phone Number: _____

E-Mail Address: _____

Billing Address 1 _____

Billing Address 2 _____

Billing City, State, Zip , _____

Instructions:

1. Sign and date this page
2. Provide PO # and accounting information
3. Keep copy of the entire contract for your files
4. Fax PO & entire contract to: 925.263.1689
5. Mail entire original contract to address below:

District Notice Address:

**1601 E. Chestnut Avenue
Santa Ana, CA 92701**

Intel-Assess, Inc.
Attn: Contracts
1032 Irving Street, #445
San Francisco, CA 94122-2200
Fax: (925) 263-1689

For internal use only:

TM:20110815-20120814; CLE(F):48000(0); GA:2-12; QCML:XX; QCME(F):0(0); CI:70; CP:0; IE:70; FR:0;
UA:20; AC(F):0(0); AU(F):0(0); PR:0;

SCHEDULE: Fee Summary and Order Form – August 15, 2011 – Santa Ana Unified School District

In exchange for all the deliverables and services outlined in this agreement, Licensee shall pay the Company the following Fees according to the following schedule (payable in U.S. dollars).

Term Fees

Item	Description	Price
Assessment Content License	Per student fee: \$3.00 Number of Students: 48,000 Grades Assessed: 2-12 Term: August 15, 2011 to August 14, 2012	\$144,000.00
Assessment Publishing	Licensee's staff may create and publish any number of assessments using the online system.	Included
Content Customizations & Modifications*	Custom Items: 70 Item Modifications: 70 (see details below)	Included
Assessments Updated	Assessments and Teacher Rationale Documents to be updated: 75 Discount: 75 @ \$500.00 (list price)	(\$37,500.00)
Assessment Blueprint Creation	Intel-Assess works with you to create an effective assessment program. In support, Intel-Assess provides access to its "Assessment Blueprint" tool, which helps you to: <ul style="list-style-type: none"> • Determine item counts by standard; • Review individual assessments and your entire assessment program to ensure your educational goals will be met; and • Compare your assessment program to the State's blueprint. 	Included
Implementation	Intel-Assess provides one online implementation session to help you: <ul style="list-style-type: none"> • Define your assessment model to meet your educational goals; • Define the details of the assessment model; and • Review best practices in implementing an assessment program. 	Included
Training	2 (1 on-site and 1 online) training sessions to enable key district staff (10 maximum) to make effective use of Intel-Assess' assessment blueprint and assessment creation tools to empower district staff to manage the Intel-Assess implementation.	Included
Support	Access to on-line support.	Included
Writing Prompts	Writing prompts with scoring rubrics varied by genre and purpose for grades 2-12	Included
CST Mirror Assessments*	Access to any available CST Mirror Assessment that applies to the licensed grades.	Included
User Management*	The Licensee will be responsible for its own user management	
Total:		\$144,000.00

**See attached schedules for details of the above services and products.*

Notes:

- **Assessment Publishing:** There is no limit on the number of assessments Licensee may create.
- **Rationale Document:** Each assessment includes a Rationale.
- **Additional on-site days** can purchased at a rate of \$1500 per session.
- **Additional Services –** The Company will provide additional services for additional Fees to be mutually agreed upon.

All payments shall be due and payable thirty (30) days from the Effective Date. The Company reserves the right to change the above prices provided that notice of such change is provided to Licensee at least thirty (30) days prior to the end of the Initial Term or any Renewal Term, as applicable.

Payments shall be sent to: Intel-Assess, Inc., 1032 Irving Street, #445, San Francisco, CA 94122-2200, Attn: Accounts Receivable.

SCHEDULE: Content License – August 15, 2011 – Santa Ana Unified School District

Term

Licensee shall be granted a nonexclusive, nontransferable, revocable, worldwide, limited license during the Term, subject to all of the terms and conditions hereof, to use the Content solely pursuant to the Permissible Uses (the "License").

The License Term is from **August 15, 2011** through **August 14, 2012**, unless it is extended in writing and signed by both parties.

At the termination of this Agreement, if the Agreement is not extended or renewed, the Licensee shall have no further rights to use any of the Content. In the event the Licensee has in its possession any printed or electronic documents containing any Content, these may not be used for any purposes without the written consent of the Company unless a current Agreement is effective except that the Assessments administered to students may be retained as student records.

Further, if the Licensee chooses to extend or renew its license for a subset of the products and services provided by the Company in the initial term of the Agreement, the Licensee shall have no further rights to use any of the Content that is not included in the extension or renewal term in accordance with terms of this Agreement.

This Agreement may be extended or expanded if both parties agree, in writing, to a change in the scope of work and/or Term of License, along with additional Fees.

Description of Content for Platform Customers

The Content shall consist of the Company's Assessment Items, Assessments produced using the Company's Assessment Items, and related documents set forth on or delivered through the Company's website as maintained by the Company in its discretion and subject to additions and deletions in the ordinary course of business. The website shall be subject to the Company's terms of use.

The Company segments its Content into groups for the purpose of licensing each group independently (each grouping a "Content Product"). The Licensee is licensed only to use, in accordance with the terms of this Agreement, those Content Products specifically identified in an applicable schedule.

The License includes access to the Company's web-based Assessment Creation Tool through which the Licensee will access Assessment Items and specify Assessments. Upon specification of such assessments, the Licensee will be able to automatically generate an electronic document of the Assessment and the Teacher Rationale Document. Documents will be generated in .pdf or other electronic format of the Company's choice. The annual limit for the number of assessments Licensee may create is indicated in Schedule: Fee Summary and Order Form.

Support

The Company will provide customer support for Licensee through a single point of contact of Licensee. The Company will provide access to online support from 8AM to 5PM Monday through Friday. Company will assign an Account Manager for ongoing support and advice. All support issues and questions will be coordinated through the single point of contact.

The Licensee will be responsible for the management of user accounts for the online system, including creation of accounts, recovery of lost passwords for users, disabling of accounts no longer in use, and maintenance of all user account permissions and settings.

Content Updates

The Company often adds new Content to its Content Products. The Company also often makes improvements to its existing Content. As new Content or improvements are completed and added to one of the Content Products, the Content will be made available through the Company's online system to customers that have licensed the applicable Content Product. The Company may choose to develop new Content Products which will, at the sole discretion of the Company, be made available only for an additional fee.

Maximum Number of User Accounts

Licensee may create up to 20 user accounts to access the Company's technology platform. Licensee may not share user accounts between individuals. The purpose of this limit is to prevent very large numbers of users from requiring training and support. The Company will increase the limit on request by reasonable numbers if the Licensee requires more than 20 individuals to access the technology, and if the Licensee agrees to provide their users necessary training.

Permissible Uses

The Content is licensed for the purpose of administering assessments to students in Licensee's school district with the limitations outlined herein. Licensee may not resell or otherwise share the Content with any other organization. **The Licensee may only use the Content with students included in the grades and up to the student counts indicated in the Schedule: Fee Summary and Order Form - August 15, 2011 (Santa Ana Unified School District).**

SCHEDULE: Content Customization and Modification Support – August 15, 2011 – Santa Ana Unified School District

Support for New Custom Content

The Company will develop up to **70** New Custom Items in accordance with the terms outlined in this Agreement to allow Licensee's users to request New Custom Items for assessments created by Licensee.

Support for Modifications

The Company will make up to **70** Item Modifications in accordance with the terms outlined in this Agreement to allow Licensee's users to request Item Modifications for assessments created by Licensee.

No Changes to Passages

Intel-Assess will **not** make modifications to passages.

Quick Check Modifications

Intel-Assess will **not** make modifications to assessments marketed as Quick Checks.

Definitions

Item Modifications

An Item Modification is limited to minor wording or formatting changes to existing items such that the changes do not alter what the item measures or the meaning of the item. Any change request that meets any of the following criteria, in the sole discretion of the Company, will be classified as a New Custom Item and will be fulfilled only within the limits outlined in this Agreement:

1. The review calls for a change to the item stem that substantially changes the meaning of the question, or
2. The review calls for a change to the correct answer with anything more than minor replacements of synonyms or clarification in English language usage, or
3. The review calls for an addition or a change to one or more diagrams.

Item Modifications may include modifications to **one** incorrect answer choice that may be too difficult for students at the given point in the year when the assessment is to be used. All Item Modifications must, in the sole discretion of the Company, conform to the Item Quality Standards.

The following are examples of allowed Item Modifications:

1. Changing "1000" to "1,000";
2. Changing "Oxygen" to "O₂";
3. Simplifying the wording of an item without changing its meaning; or
4. Replacement of one incorrect answer with a different incorrect answer.

New Custom Items

A New Custom Item is any item developed that is either a new item or is a variation of an existing item that goes beyond the limits outlined in this Agreement for an Item Modification. All New Custom Items must conform to the Item Quality Standards.

Following are examples of revisions that will be defined as New Custom Items:

1. Any change to an item such that the correct answer must be changed (e.g., changing a math item from "Johnny had 10 apples. He gave away 3. How many did he have left?" to "Johnny had 9 apples..."); or
2. Creating items with the same format but with different numbers (e.g., changing 5 x 5 to 5 x 6); or
3. The addition or removal of graphical images.

New Custom Passages

A New Custom Passage is a passages that is found in the public domain or written by the Company's authoring team. All New Custom Passages must meet the following guidelines:

1. Passages must match rigor and grade level expectations based on available documentation from the state's education department.
2. Passages must be of appropriate length, content, and style for use on formative assessments that align to state standards.
3. Either passages must be available in the public domain, or the Company is able to write passages with its team of authors. (No passages can be added for which rights must be procured due to the unknown complexity and costs associated with such activities.)

Item Quality Standards

To the extent that Licensee may request New Custom Items or Item Modifications, the Company will, in its sole discretion, approve or reject all such requests based on the following criteria, which it will apply reasonably:

1. Resulting Items must be aligned to the academic standards.
2. Resulting Items must be at grade level expectations, based on available documentation from the state's education department.
3. Resulting Items must match the rigor of the state's corresponding high stakes assessment.
4. Resulting Items must be multiple choice items with 4 choices for answers
5. Resulting Items must meet industry standard quality metrics that lead to validity and reliability.

Ownership

All Item Modifications, New Custom Items, and New Custom Passages will be added to the Intel-Assess item bank and will become part of the Content and may be used by any or all of Intel-Assess' customers. Intel-Assess will retain ownership of the New and Modified Items as part of the Content. Licensee will have access to the New and Modified Items in accordance with the terms of this Agreement or any extension or renewal for limited use of the Content. Licensee will have no rights to use the items without a current Assessment Content License with Intel-Assess that explicitly grants usage rights for a given period of time.

The Company Has Sole Discretion

As this assistance to customers is not the core service provided by this Agreement and is, instead, an effort by the Company to assist its customers in being successful when it is able to do so, the Company has sole discretion to interpret the definitions above as to whether a request is for a New Custom Item or an Item Modification.

Honored Requests are not Precedent

The Company strives to create a solution that is as strong as possible for its customers. As a result, whenever possible, given many factors, such as time, cost, value to the Intel-Assess item bank, and educational importance, the Company may from time to time complete requested work that goes beyond the limits of this Agreement. Further, Intel-Assess attempts to use feedback from customers to shape its development efforts. **Under no circumstances shall Licensee use past requests completed by the Company as a precedent or example in clarifying the definitions above, and the completion of additional work at one time does not represent an obligation on the part of the Company to do similar work in the future.**

SCHEDULE: CST Mirror Assessments – August 15, 2011 – Santa Ana Unified School District

The following CST Mirrors are currently available:

ELA

Grade 2: ELA CST Mirror
Grade 3: ELA CST Mirror
Grade 4: ELA CST Mirror
Grade 5: ELA CST Mirror
Grade 6: ELA CST Mirror
Grade 7: ELA CST Mirror
Grade 8: ELA CST Mirror
Grade 9: ELA CST Mirror
Grade 10: ELA CST Mirror
Grade 11: ELA CST Mirror

Science

Grade 5: Science CST Mirror
Grade 8: Science CST Mirror
Earth Science: CST Mirror
Biology: CST Mirror
Chemistry: CST Mirror
Physics: CST Mirror

Math

Grade 2: Math CST Mirror
Grade 3: Math CST Mirror
Grade 4: Math CST Mirror
Grade 5: Math CST Mirror
Grade 6: Math CST Mirror
Grade 7: Math CST Mirror
General Math: CST Mirror
Algebra I: Math CST Mirror
HS Summative Math: CST Mirror
Geometry: Math CST Mirror
Algebra II: Math CST Mirror

History/Social Studies

Grade 8: History CST Mirror
Grade 10 World History: CST Mirror
Grade 11 US History: CST Mirror

AGENDA ITEM BACKUP SHEET
June 28, 2011

Board Meeting

TITLE: Approval of Submission of Carl D. Perkins Career and Technical Education Grant Application Funding for 2011-12 School Year

ITEM: Action

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

PREPARED BY: Pat Carter, Director, Career Development/ROP

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval for the submission of the Carl D. Perkins Career and Technical Education Grant application for funding to the California Department of Education, Secondary, Career, and Adult Learning Division for 2011-12 school year.

RATIONALE:

The District has been allocated \$401,211 for Career Technical Education (CTE) through funding from the Carl D. Perkins Career Technical Education Improvement Act of 2006 (Perkins IV). The California Department of Education has granted authorization to expend the funds effective July 1, 2011 – June 30, 2012.

The 2011-12 school year focus will be to promote the continuous improvement of CTE programs and services through the alignment of standards, curricula, assessments, articulation agreements, and professional development ensuring that all students have access to CTE courses and pathways.

FUNDING:

Carl D. Perkins Career and Technical Education Improvement Act of 2006: \$401,211

RECOMMENDATION:

Approve the submission of the Carl D. Perkins Career and Technical Education Grant Application for funding for 2011-12 school year.

/lr

AGENDA ITEM BACKUP SHEET
June 28, 2011

Board Meeting

TITLE: Approval of Standard Educational Entity Affiliation Agreement With Azusa Pacific University, Department of School Counseling and School Psychology

ITEM: Action

SUBMITTED BY: Doreen Lohnes, Assistant Superintendent, Support Services

BACKGROUND INFORMATION:

The purpose of this agenda item is to request Board approval of an agreement with the Azusa Pacific University, Department of School counseling and School Psychology, that would provide students pursuing a career as a school psychologist with school experience. If approved, this agreement would remain in effect until June 29, 2014.

RATIONALE:

Students who enroll in the school psychology program are required to have field experience related to the duties of the psychologist in school districts. Students observe SAUSD psychologists and may assist with organizational tasks, as appropriate, under the direct supervision of an SAUSD psychologist. The number of students and the duration of their assignment to SAUSD varies.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the Standard Educational Entity Affiliation Agreement with Azusa Pacific University, Department of School Counseling and School Psychology

**AZUSA PACIFIC UNIVERSITY
(DEPARTMENT OF SCHOOL COUNSELING & SCHOOL PSYCHOLOGY)**

AFFILIATION AGREEMENT

This agreement is entered into by and between Azusa Pacific University through its Department of School Counseling and School Psychology ("University") and Santa Ana Unified School District ("District").

WHEREAS:

- The University's Department of School Counseling and School Psychology offers the following degree programs: (1) a Master of Arts of Education: Educational Counseling (with an Embedded School Counseling Credential); (2) a Master of Arts of Education: Educational Psychology (with an Embedded School Psychology Credential);
- Field experience is a required and integral component of the University's School Counseling and School Psychology degree programs;
- The University desires the cooperation of public school district (or county offices of education) in the development and implementation of the field experience phase of its School Counseling and School Psychology degree programs;
- The District recognizes its professional responsibility to participate in the education of the University's School Counseling and School Psychology students; and
- The District wishes to join the University in development and implementation of a field program for the University's School Counseling and School Psychology students ("Program").

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the University and the District enter into this agreement ("Agreement") on the terms and conditions set forth below.

I. THE UNIVERSITY AND DISTRICT MUTUALLY AGREE:

- A. **Program Coordination:** To establish the educational objectives for the Program, devise methods for their implementation, and continually evaluate the Program to determine its effectiveness.
- B. **Non-Discrimination:** To make no distinction among students covered by this Agreement on the basis of race, color, religion, national origin, gender, age, disability, or status as a veteran.

II. THE UNIVERSITY AGREES:

- A. **Director of Field Education:** To appoint a staff member as Director of Field Education ("Program Director") to administer the University's responsibilities related to the Program and oversee the students' field experience at the District. The Program Director shall be responsible for on-going communication with the District.
- B. **Educational Standards:** To assume responsibility for assuring compliance with applicable educational standards established by the California Commission on Teacher Credentialing ("CCTC") and National Council for the Accreditation of Teacher Education ("NCATE").
- C. **Student Assignments:** To notify the District, at a time mutually agreed upon, of its planned schedule of student assignments, including each student's name, level of academic preparation, and length and date of the field experiences. The University shall refer to the District only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.
- D. **Insurance:** To advise assigned students regarding appropriate health and professional liability insurance. (All students will be covered by the University's group professional liability insurance as required by the terms of this Agreement.)

- E. **Background Screening:** To orient the students to the District's requirements for acceptance, and to have assigned students provide, prior to the commencement of their field assignments, any of the following information as may be required by the District to determine whether the students meet the District's requirements for field program participants: (i) health screening information, such as copies of any reports of physical examinations, immunizations, or medical tests; and (ii) background checks, such as a criminal background check, confirmation that the student is not a sexual offender or listed in any child abuse registry, or confirmation that the student is not on an OIG or GSA exclusion list; and (iii) drug screening.
- F. **District Rules and Regulations:** To require assigned students to comply with existing pertinent rules and regulations of the District and all reasonable directions given by qualified District personnel during periods of field assignment and while on District premises.
- G. **Confidentiality of Student Records:** To require assigned students to comply with all federal, state and local laws and ordinances concerning the confidentiality of student records of the District's pupils, and not to disclose such records except to University and District officials who have a legitimate need to know consistent with their official responsibilities.
- H. **Evaluation Forms:** To supply the District with appropriate forms to be used in evaluating the performance of the assigned students or to accept the forms regularly used by that District.

III. THE DISTRICT AGREES:

- A. **District Representative & District Supervisors:** To appoint a staff member as District Representative to administer the District's responsibilities related to the Program and collaborate with the University's Program Director in implementing the student's field experience at the District. The District Representative shall be responsible for on-going communication with the University, as well as the designation of District employees to serve as Field Supervisors responsible for direct supervision of assigned students. All staff members designated as Field Supervisors shall meet the CCTC criteria for supervising students. In the absence of the Field Supervisor so designated, suitable alternate persons will be designated and available.

The District Representative and Field Supervisors shall be granted with sufficient time to supervise, plan and implement the field experience including, when feasible, time to attend relevant meetings and conferences.

The District shall support continuing education and professional growth and development of those staff members of the District responsible for supervision of assigned students.

- B. **Facility Use:** To provide the physical facilities and equipment necessary to conduct the field experience.
- C. **Space and Storage:** To provide assigned students, whenever possible, with use of library facilities, reasonable study and storage space.
- D. **Field Experience:** To make available to the University a written description of the planned educational program (including objectives) to be followed during the field experience. The District shall advise the University of any changes in its personnel, operations or policies which may affect the field experience.
- E. **Site Inspections:** To permit inspection by the University of the facilities, services available for learning experiences, student records, and such other items pertaining to the field experience.
- F. **Student Assignments:** To determine the number of students which the District can accommodate during a given period of time and accept only the number of students which the District can accommodate.
- G. **District Rules and Regulations:** To provide access to the University and its students the applicable District rules and regulations with which they are expected to comply.

- H. **Student Evaluations:** To evaluate the performance of assigned students on a regular basis using the evaluation form supplied by the University or one that is regularly used by the District. (The completed evaluation will be forwarded to the University promptly upon conclusion of each student's field experience.)
- I. **Student Deficiency:** To provide notice to the University, as soon as practicable and at least by mid-term of a student's field experience, of any serious deficiency noted in the ability of the student to progress toward achievement of the stated objectives of the field experience. The District shall otherwise have the right to terminate any student whose health or performance is a detriment to any patient's well-being or to achievement of the stated objectives of the student's field experience. Prior to such termination, the District shall notify the University's Program Director.
- J. **Confidentiality of Student Records:** To comply with all federal, state and local laws and ordinances concerning the confidentiality of student records of the University's students, and not to disclose such records except to University and District officials who have a legitimate need to know consistent with their official responsibilities.

IV. GENERAL TERMS AND CONDITIONS

- A. **Insurance:** Each party to this Agreement shall provide and maintain Workers' Compensation including Employer's Liability insurance as required under the laws of the State of California. In addition, each party shall provide and maintain at its own expense a program of insurance covering its activities and operations hereunder, with respect to the acts and omissions of each respective party's employees, agents, and/or students, which shall include, but not be limited to: (1) comprehensive general liability; and (2) professional liability. The general liability insurance shall have a minimum coverage of US \$1,000,000 per occurrence and US \$3,000,000 aggregate. The professional liability insurance shall carry a single limit of not less than US \$1,000,000 per occurrence and US \$3,000,000 aggregate.
- B. **Status of Students:** The employment status of students and the responsibility for insurance coverage for student activities depends upon the status of the students as set forth below:
 - i. **Students Participating in Unpaid Internship not at Student's Place of Employment:** If the University's students are participating in an unpaid internship not at his or her place of employment, it is understood by the parties that the University's students are fulfilling specific requirements for field experiences as part of a degree requirement, and therefore, the University's students do not thereby become employees or agents of University or District by virtue of their field training. The University shall be responsible for providing general liability and professional liability coverage for such students, pursuant to Section IV.A (Insurance) of this Agreement. It is further understood that the students shall not at any time replace or substitute for any District employee. Nor shall the students perform any of the duties normally performed by an employee of the District except such duties as are a part of their training and are performed by the students under the direct supervision of a District employee.
 - ii. **Students Participating in Unpaid Internship at Student's Place of Employment:** If the University's students are participating in an unpaid internship at his or her place of employment, it is understood by the parties that the University and District shall keep the field training and work duties of the University's students strictly separate. The University shall be responsible for providing general liability and professional liability coverage for such students' field training, pursuant to Section IV.A (Insurance) of this Agreement, and the District shall be responsible for providing insurance coverage for such students' activities as an employee.
 - iii. **Students Participating in Paid Internship:** If the University's students are provided with a nominal stipend from the District intended to reimburse them for estimated expenses related to their field training, the University's students do not thereby become employees or agents of the District, and the University shall be responsible for providing general liability and professional liability coverage for such students pursuant to Section IV.A (Insurance) of this Agreement; however, District shall be responsible for issuing a Form 1099 reporting the stipend to the Internal Revenue Service. If, however, the University's students are paid by the District for their

services, then they become employees of the District, and District is responsible for all employee obligations and for insuring the activities of such students, notwithstanding Section IV.A (Insurance) of this Agreement.

District is at all times responsible for care and supervision of its enrolled pupils.

- C. **Notices:** Any and all notices required or permitted under this Agreement must be in writing, with a reference to this Agreement (and any specific provisions of this Agreement at issue or under which notice is being given). Any of the parties may change the contact information to be used for the purpose of giving notice under this Agreement by giving written notice of such change to the other party, as provided in this section. Notices must be addressed and delivered as follows:

To the University:

Department of School Counseling and School
Psychology/Field Education
Azusa Pacific University
P.O. Box 7000, 901 East Alost Avenue
Azusa, California 91702
Fax: 626-815-5351

(With a copy to):

Office of General Counsel
Azusa Pacific University
P.O. Box 7000, 901 East Alost Avenue
Azusa, California 91702
Fax: (626) 334-0718

To the District:

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

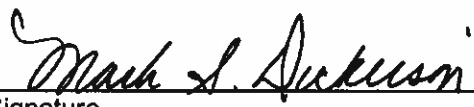
Notice shall be deemed effective only: (a) upon delivery when personally delivered; (b) on the next business day after deposit with a globally recognized commercial overnight carrier for overnight delivery, with written verification of receipt; (c) on the third business day after having been sent by registered or certified mail, return receipt requested, with written verification of receipt; or (d) on the next business day after having been sent by facsimile, with written verification of receipt, provided that a copy of such notice also is sent by registered or certified mail.

- D. **Length of Term:** This Agreement shall be effective for a period of **three (3) years** when executed by both parties. This Agreement will be automatically renewed after appropriate review by both parties, unless otherwise indicated in writing by one of the parties at least thirty (30) days prior to the end of the term.
- E. **No Third-Party Beneficiary Rights:** This Agreement shall not create any rights, including without limitation third party beneficiary rights, in any person or entity not a party to this Agreement.
- F. **Termination:** If either party wishes to terminate this Agreement prior to the end of its normal term, ninety (90) days written notice shall be given to the other party, provided that any such termination by the District shall not be effective as to any students participating in the Program at the date of mailing said notice, until such students have completed their assigned clinical experience at the District.
- G. **Assignment:** This Agreement or any part hereof shall not be assigned or otherwise transferred by any party without the prior written consent of the other party.
- H. **Waivers and Modifications:** No modification or waiver of any of the terms and conditions of this Agreement shall be effective unless such modification or waiver is expressed in writing and executed by each of the parties hereto.
- I. **Relationship of Parties:** The parties are acting herein as independent contractors and independent employers. Nothing herein contained shall create or be construed as creating a partnership, joint venture, employer-employee, or agency relationship between any of the parties, and no party shall have the authority to bind the other party in any respect.
- J. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

- K. **Entire Agreement:** This Agreement shall constitute the final, complete and exclusive written expression of the intentions of the parties hereto and shall supersede all previous communications, representations, agreements, promises or statements, either oral or written, by or between either party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and warrant that they are officially authorized to so execute for their respective parties to this Agreement.

Executed this 16 day of May, 20 11.

<u>DISTRICT:</u> Santa Ana Unified School District 1601 East Chestnut Avenue Santa Ana, CA 92701 Signature _____ By: _____ Its [official title]: _____	<u>UNIVERSITY:</u> AZUSA PACIFIC UNIVERSITY P.O. Box 7000, 901 East Alosta Avenue Azusa, California 91702-7000  Signature _____ By: <u>Mark S. Dickerson, J.D., Ph.D.</u> Its [official title]: <u>Vice President</u>
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MAIL/DELIVER THIS FORM TO:

**Dept. of School Counseling & School Psychology/Field Education
Azusa Pacific University
P.O. Box 7000, 901 East Alosta Avenue
Azusa, California 91702-7000**

AGENDA ITEM BACKUP SHEET

June 28, 2011

Board Meeting

TITLE: Approval of Service Level Agreement With Project Optimal to Provide Coursework to Special Education Teachers Adding Autism Authorization to Special Education Credential

ITEM: Action

SUBMITTED BY: Doreen Lohnes, Assistant Superintendent, Support Services 

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of an agreement with Project Optimal online learning site, which would provide special education teachers, identified as needing the autism authorization, with the ability to complete the required coursework by June 30, 2012. The Project Optimal Autism Spectrum Disorders Program is an online self study program made up of 12 modules and equivalent to 120 hours of face to face training. Project Optimal submitted its coursework to, and was approved by, the Commission on Teacher Credentialing as a program provider of the autism authorization. The District will pay a fee of \$750 for each special education teacher who enrolls in the Project Optimal program. Human Resources staff has identified 132 eligible special education teachers.

RATIONALE:

AB 2160, (Bass) requires that special education teachers possess a new added autism authorization to their credential, in order to teach students with autism. Special Education teachers are required to have started an autism authorization program by October 30, 2013.

The District entered into a Memorandum of Understanding (MOU), with the Santa Ana Educational Association on May 6, 2011, providing that special education teachers holding specified credentials would be provided with the means to obtain the Autism Authorization. This MOU specifies that the District will provide an online course free of charge to the teachers and that those who enroll will complete all coursework prior to June 30, 2012, and submit proof of issue of the Authorization to the District by August 30, 2012. Those who complete the course requirements and receive the authorization shall receive a one-time \$300 stipend.

After review of several different programs, District staff determined that Project Optimal would offer the required coursework in a manner that would afford special education teachers a reasonable way to obtain the Authorization while fulfilling their full time teaching responsibilities.

FUNDING:

Medi-Cal Funds: \$140,000

RECOMMENDATION:

Approve the service level agreement with Project Optimal to provide coursework to Special Education teachers adding the Autism Authorization to their Special Education credential.



SERVICE LEVEL AGREEMENT ('SLA')
Santa Ana Unified School District
June 13, 2011

This Service Level Agreement applies to the Project Optimal online learning Site or third party site that hosts the Learning Products (the "Site").

1. Customer Access
 - a. The Site will be fully functional, validated for functionality and quality assurance, and ready to service Customers on a date agreed by the parties.
2. Service Quality Measurements
 - a. The Site will be available for learners twenty-four (24) hours daily, every day, with no exclusion for holidays.
 - b. The Site will maintain an uptime of 95% or greater, measured on a monthly basis, as a percentage of total hours of uptime for the month, excluding all downtime identified in Sections 2 (c) and 3 (d) ("Scheduled Downtime") .
 - c. A Site may be shut down, reboot, modify or fix servers in an emergency if it is deemed necessary to prevent security breaches or operational failures (including, but not limited to viruses, worms, date bombs, time bombs or denial of service attacks). This may require loss of Customer access to the Site for a period of time, but such protective action will constitute Scheduled Downtime, and the Hosting Party will notify the other party immediately.
 - d. Project Optimal will use secure servers for the collection of all transactional information.
 - e. Project Optimal will ensure enough throughput performance between its servers, gateway servers and the Internet backbone so that Customers do not experience degraded service.
3. Systems Management
 - a. Project Optimal (or its service provider) will proactively manage and monitor all application server hardware devices and software to ensure optimal performance and reliability as well as to detect abnormal event or exceeded utilization or performance thresholds.
4. Learner Support
 - a. Project Optimal will provide Customers with support on access to the Learning Product Website via a dedicated technical support email address clearly marked as such on the Site.
 - b. Learner support request emails will be responded to within 24 hours of receipt of said email.
 - c. Upon completion of all program requirements Project Optimal will complete the formal recommendation for the Autism Added Authorization to CTC.
5. Customer support
 - a. Project Optimal will provide Customers with support to manage purchase and system access related issues via a dedicated email address and phone number.
 - b. Project Optimal will provide access to a liaison person during the purchase, implementation and ongoing monitoring of learner progress.

6. Term and Termination

- a. The term of this agreement will begin once a single user assigned to the customer "Group" has registered for a program and will cease when all users registered under the Group name have completed the program registered for and have been deactivated from the system

7. Ownership of Intellectual Property

- a. Title to any proprietary rights in the course material or the Project Optimal web site will remain in and be the sole and exclusive property of Project Optimal. Project Optimal will be the owner of all content created and posted.

8. Confidentiality

- a. Project Optimal acknowledges that the data on the server constitutes confidential user information. Project Optimal will safeguard the right to access of said information using the same standard of care that it uses for its own confidential materials.

9. Terms and Conditions

a. Downloading And Use of Materials

- i. The content comprising the Course is protected by copyright law and may be subject to other restrictions as well. Project Optimal retains all rights, including copyrights, in the data, images, audio and video clips, software, documentation, text, and other information available on or contained in the Site (collectively, the "Materials"). Users may download the Materials subject to these Terms and Conditions, provided that all copyright and other proprietary notices contained on the downloaded Materials are retained.
- ii. The Materials are made available for use without requiring you to first obtain permission, but only for your limited, non-commercial, personal training.
- iii. Project Optimal expressly prohibits the use, copying, display, publication, distribution, transmission, modification, reposting or exploitation of any Materials downloaded from the Site for any commercial or non-personal purposes, and permits only the limited purpose mentioned above.
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In this regard, you consent to the above-designated courts having personal jurisdiction over you, and you stipulate to the fairness and convenience of proceeding in such courts. You further agree not to assert any objection to proceeding in such courts. If you choose to access the Site from locations other than Los Angeles, California, you will be responsible for compliance with all of the local laws of such other locations.

e. Right to Revise Terms and Conditions

- i. Project Optimal may, at any time, revise the Terms and Conditions contained herein by updating this posting. You will be bound by such revisions and, therefore, should periodically visit this page on the Site to review the then-current Terms and Conditions that are in effect.

10. Program Costs

- a. Tuition per learner for the online coursework is \$750.00USD
- b. A learner will have access to the coursework for 12 months from the date of enrollment.
- c. A learner may be given one extension based on individual circumstances. This extension will be done at no extra costs.

For Project Optimal

Signature: _____

Name: _____

Date: _____

For Licensee

Signature: _____

Name: _____

Date: _____

Memorandum of Understanding
Between
Santa Ana Unified School District (SAUSD)
and
Santa Ana Educators' Association (SAEA)

May 6, 2011

The Added Authorization in Autism Spectrum Disorders (ASD) is required for teachers who: (1) work with students with autism spectrum disorders; and (2) have one of the following credentials:

- a. Level I or Level II Mild/Moderate credential;
- b. Level I or Level II Deaf and Hard Hearing credential;
- c. Level I or Level II Visual Impairments credential;
- d. Level I or Level II Physical and Health Impairments credential; and/or
- e. Old Learning Handicapped (LH), Physical Handicaps (PH), Communication Handicaps (CH), Visual Handicaps (VH) credentials (Ryan).

Teachers in the above categories do not need Added Authorizations unless they are specifically working with (or want to be qualified to work with) students with autism spectrum disorders. Although, completing the Added Authorization is not mandatory by the Commission of Teacher Credentialing, you may be subject to reassignment, displacement or Reduction in Force (RIF) if a student with autism is placed in your class.

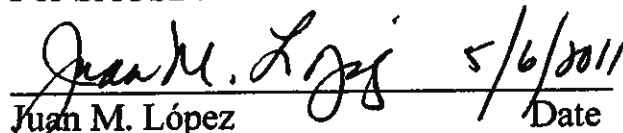
In order to comply with the California Commission on Teacher Credentialing (CCTC) requirement, the District will provide a means for eligible special education teachers to obtain an Added Authorization in Special Education; Autism Spectrum Disorders.

The following constitutes an agreement between Santa Ana Educators Association (SAEA) and the Santa Ana Unified School District (SAUSD) that describes the means by which teachers who do not have the Added Authorization in Special Education; Autism Spectrum Disorders will be able to obtain it:

1. Between July 1, 2011 and June 30, 2012, the District will provide online courses and coursework for eligible special education teachers who do not currently possess an Added Authorization in Special Education; Autism Spectrum Disorders, free of charge to the unit member.
2. Eligible special education teachers who enroll in the online Added Authorization in Special Education; Autism Spectrum Disorders, courses agree to:

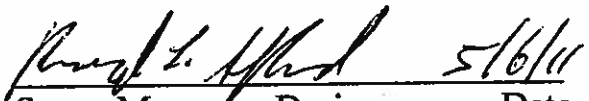
- a. Complete all required on-line coursework and course hours prior to June 30, 2012.
 - b. Submit proof of recommendation from CCTC with document number stating the Added Authorization in Special Education; Autism Spectrum Disorders, has been issued, to the District Special Education Department prior to August 30, 2012.
 - c. Reimburse the District for the cost of the online course (\$800) if they do not complete the course work in its entirety by June 30, 2012.
3. Eligible special education teachers who complete the online Added Authorization in Special Education; Autism Spectrum Disorders, course and coursework by June 30, 2012 and apply for and receive the Added Authorization in Special Education; Autism Spectrum Disorders for their credential shall receive a one-time \$300 stipend which shall be paid no later than 2 pay periods after the Added Authorization in Special Education; Autism Spectrum Disorders is applied to the eligible special education teachers' credential.
4. Teachers in the above categories do not need Added Authorizations unless they are specifically working with (or want to be qualified to work with) students with autism spectrum disorders. Although, completing the Added Authorization is not mandatory by the Commission for Teacher Credentialing, after October 30, 2013 you may be subject to reassignment, displacement or Reduction in Force (RIF) if a student with autism is placed in your class.
5. This agreement is not precedent setting and is only valid for the 2011-2012 school year.

For SAUSD:



Juan M. López Date
Associate Superintendent HR

For SAEA:



Susan Mercer or Designee Date
SAEA President

AGENDA ITEM BACKUP SHEET
June 28, 2011

Board Meeting

TITLE: Adoption of Resolution No. 10/11-2887 – Use Flexibility Provision for Tier III Categorical Programs and Funds for 2011-12

ITEM: Action

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

PREPARED BY: Swandayani Singgih, Assistant Director, Fiscal Services

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board adoption of Resolution No. 10/11-2887 to utilize the flexibility provision in the State budget education finance trailer bill, SBX 3-4 (Chapter 12/2009). The action will provide the ability to use the revenue from Tier III programs for any educational purpose as approved by the Board of Education. Education Code Section 42605(c)(2) provides that the Governing Board, at a regularly scheduled open public hearing, shall take testimony from the public, discuss, and approve or disapprove the proposed use of Tier III categorical programs and funds using the flexibility provision.

RATIONALE:

In order to comply with Education Code Section 42605(c)(2), the District is required to conduct an annual public hearing concerning the approval for plans to use the flexibility provision for Tier III categorical programs and funds. Similar to last year, the flexibility provision allows the District to utilize Tier III program funding for any educational purpose, including general fund expenditures. See attached listing of programs for their targeted use.

FUNDING:

Not Applicable

RECOMMENDATION:

Adopt Resolution No. 10/11-2887 to use flexibility provision for Tier III categorical programs and funds for 2011-12 for any educational purpose as approved by the Board of Education.

RESOLUTION NO. 10/11-2887
BOARD OF EDUCATION
SANTA ANA UNIFIED SCHOOL DISTRICT
ORANGE COUNTY, CALIFORNIA

Categorical Flexibility Programs and Funds

On motion of member _____, seconded by member _____, the following resolution is adopted.

WHEREAS, the State Adopted Budgets of 2008-09 and 2009-10 (SBX 3-4) provides "Flexibility" for the use of certain Categorical Programs and Funds to be used in responses to the State fiscal crisis; and

WHEREAS, the Flexibility legislation requires the Governing Board, at a regularly scheduled open public hearing to take testimony from the public and shall discuss and approve or disapprove the proposed use of funding; and

WHEREAS, the attached schedule reflects the estimated amount of Flexibility funds to be used in the General Fund for an educational purpose as reflected in the various budgets which has been adopted by the Board for the 2011-12 fiscal year.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, the Board approves the use of the Flexibility Programs and Funds as required by the Budget Act of 2009.

PASSED AND ADOPTED by the Governing Board of the Santa Ana Unified School District, County of Orange, State of California, this 28 day of June 2011, by the following vote:

AYES: _____
NOES: _____
ABSENT: _____
ABSTAIN: _____

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

I, _____, Secretary of the Santa Ana Unified School District Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the Board at a regularly scheduled and conducted meeting held on said date, which resolution is on file in office of said Board.

Jane A. Russo,
Secretary of Governing Board
Santa Ana Unified School District

**SANTA ANA UNIFIED SCHOOL DISTRICT
2011-12 CATEGORICAL FLEXIBILITY
PROGRAMS AND FUNDS**

For the following programs, flexibility provisions will be utilized to pay for purposes specifically noted below and/or (1) To pay any other educational purposes as specified by the Board/District or (2) To mitigate the need for additional budget reductions:

Program	2011-12 Est. Amt	Use of Funds
Supplemental Hours (Note: These funds are already classified as unrestricted but by State definition is considered a Tier III program)	4,049,785.00	Funds will be utilized for any other educational purposes as specified by the Board/District & to mitigate the need for additional district budget reductions.
Professional Development Block Grant	2,634,436.00	Funds will be utilized for any other educational purposes as specified by the Board/District & to mitigate the need for additional district budget reductions.
Supplemental School Counseling Program	1,338,919.00	To fund "Must have" site staffing, to pay for any other educational purposes as specified by the Board/District & to mitigate the need for additional district budget reductions.
Pupil Retention Block Grant	1,086,694.00	To fund "Must have" site staffing, to pay for any other educational purposes as specified by the Board/District & to mitigate the need for additional district budget reductions.
Community Based English Tutoring	847,667.00	To fund "Must have" site staffing, to pay for any other educational purposes as specified by the Board/District & to mitigate the need for additional district budget reductions.
Class Size Reduction Grade Nine (Grade 9)	842,348.00	To fund "Must have" site staffing, to pay for any other educational purposes as specified by the Board/District & to mitigate the need for additional district budget reductions.
Teacher Credentialing Block Grant	610,068.00	Funds will be utilized for any other educational purposes as specified by the Board/District & to mitigate the need for additional district budget reductions.
Physical Education Teacher Incentive Grants	469,761.00	Funds will be utilized for any other educational purposes as specified by the Board/District & to mitigate the need for additional district budget reductions.
Targeted Instructional Improvement Block Grant	407,466.00	Funds will be utilized for any other educational purposes as specified by the Board/District & to mitigate the need for additional district budget reductions.
Gifted and Talented Education (GATE)	352,914.00	To fund GATE school site coordinator stipends, to pay for any other educational purposes as specified by the Board/District & to mitigate the need for additional district budget reductions.
School Safety & Violence Prevention, Grades 8-12	318,581.00	Funds will be utilized for any other educational purposes as specified by the Board/District & to mitigate the need for additional district budget reductions.
Staff Development Mathematics and Reading (SB 472)	210,503.00	Funds will be utilized for any other educational purposes as specified by the Board/District & to mitigate the need for additional district budget reductions.
Math & Reading EL	206,486.00	Funds will be utilized for any other educational purposes as specified by the Board/District & to mitigate the need for additional district budget reductions.
California Peer Assistance & Review Program for Teachers (PAR)	203,608.00	To fund PAR panel stipends, to pay for any other educational purposes as specified by the Board/District & to mitigate the need for additional district budget reductions.
Certificated Staff Mentoring Program	147,832.00	Funds will be utilized for any other educational purposes as specified by the Board/District & to mitigate the need for additional district budget reductions.
Staff Development Administrator Training	69,697.00	Funds will be utilized for any other educational purposes as specified by the Board/District & to mitigate the need for additional district budget reductions.
Oral Health Assessments	33,607.00	Funds will be utilized for any other educational purposes as specified by the Board/District & to mitigate the need for additional district budget reductions.
Adult Education	5,951.00	Funds will be utilized for any other educational purposes as specified by the Board/District & to mitigate the need for additional district budget reductions.
High Priority Schools Grant Program (HPSGP)	*	* No dollars are currently anticipated; but, the program is listed in the event that funding is actually received. Any funds received will be utilized for any other educational purposes as specified by the Board/District & to mitigate the need for additional district budget reductions.
Education Technology CTAP, SETS, & Supplemental Grants	*	Board/District & to mitigate the need for additional district budget reductions.
SUBTOTAL	\$ 13,836,323.00	

**SANTA ANA UNIFIED SCHOOL DISTRICT
2011-12 CATEGORICAL FLEXIBILITY
PROGRAMS AND FUNDS**

For the following programs, flexibility provisions are allowed by the State but current dollar amounts have been tentatively reserved primarily for purposes as specified below. Funds, however, can be utilized for any other educational purposes as specified by the Board/district if the need arises & to mitigate the need for additional district budget reductions.

Program	2011-12 Est. Amt	Use of Funds
Deferred Maintenance Apportionment/Routine Repair & Maintenance	14,700,000.00	The bulk of the funds will be utilized to fund major repair or replacement of school building components & any other educational purposes as specified by the Board/District. Actual funding will vary and any funds not allocated will be utilized to pay for any other educational purposes as specified by the Board/District & to mitigate the need for additional district budget reductions..
School and Library Improvement Block Grant	3,650,822.00	To fund "Must have" site staffing, to pay for any other educational purposes as specified by the Board/District & to mitigate the need for additional district budget reductions. Note: In addition, the District contributes \$2.5M in unrestricted dollars to fund the increase of two hours for Site Clerk, Library Media Technician, and School Office Assistant positions.
Regional Occupational Centers and Programs (ROCP)	3,131,029.00	To provide high-quality classes and services to students 16 years of age and older, including adults for successful careers, to pay for any other educational purposes as specified by the Board/District & to mitigate the need for additional district budget reductions.
Instructional Materials Realignment, IMFRP (AB 1781)	3,008,747.00	To fund future textbook adoptions, to pay for any other educational purposes as specified by the Board/District & to mitigate the need for additional district budget reductions. Note: \$2M to be contributed to the District General Fund to pay for any other educational purpose as specified by the Board/District & to mitigate the need for additional district budget reductions.
Community Day Schools	1,482,578.67	To provide educational services to expelled, probation-referred, and SARB-referred pupils, to pay for any other educational purposes as specified by the Board/District & to mitigate the need for additional district budget reductions.
Cal-SAFE Academic and Supportive Services	780,003.00	To provide educational services to pregnant teens and new mothers who are enrolled in the program & attend our schools, to pay for any other educational purposes as specified by the Board/District & to pay for Elementary Music teachers' salaries/benefits, to pay for any other educational purposes as specified by the Board/District & to mitigate the need for additional district budget reductions. Note: In addition to these funds, the District contributes \$1.2M in unrestricted dollars to fully fund the elementary music program.
Arts and Music Block Grant	745,428.00	To provide educational services to high school students in order to pass the CAHSEE, to pay for any other educational purposes as specified by the Board/District & to mitigate the need for additional district budget reductions.
California High School Exit Exam (CAHSEE) Intensive Instruction & Services	540,049.00	Funds will be utilized to pay for expenses related to this certification, any other educational purposes as specified by the Board/District & to mitigate the need for additional district budget reductions.
National Board Certification Teacher Incentive Grant	33,556.00	No funding is anticipated but program is listed in the event that funding is actually received and will provide SAIT educational services at Century High School and to pay for any other educational purposes as specified by the Board/District & to mitigate the need for additional district budget reductions.
High Priority Schools: Corrective Action (SAIT)	-	
SUBTOTAL	\$ 28,072,212.67	
GRAND TOTAL	\$ 41,908,535.67	

AGENDA ITEM BACKUP SHEET
June 28, 2011

Board Meeting

TITLE: **Approval to Increase Student Meal Prices for 2011-12 School Year**

ITEM: **Action**

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

PREPARED BY: **Jan Monforte, Director, Food Services**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to increase student meal prices for the 2011-12 school year.

RATIONALE:

The Healthy, Hunger-Free Kids Act of 2010, signed into law by the President, requires Districts to gradually increase lunch prices until the revenue per lunch matches the difference between the cost of the meal and the paid federal reimbursement rate (Public Law 111-296). This increase must take effect on July 1, 2011. The provision has been named "Equity in School Lunch Pricing" by the United States Department of Agriculture (USDA).

It is recommended that the Elementary lunch price increase from \$1.25 to \$1.50, and the Intermediate and High School lunch price increase from \$1.50 to \$1.75.

As a result of Food Service Department operational efficiencies, effective use of USDA Commodity foods, high volume purchasing power, and high student participation in District meals programs, the Santa Ana Unified School District students continue to pay the lowest school lunch price in Orange County.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve to increase student meal prices for the 2011-12 school year.

AGENDA ITEM BACK-UP SHEET
June 28, 2011

Board Meeting

TITLE: **Ratification to Increase Contract Award Amount for Purchase of Personal Computers, Laptops and Peripherals Districtwide, to Arey Jones Educational Solutions**

ITEM: **Action**

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

PREPARED BY: **Jonathan Geiszler, Director of Purchasing**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board ratification to increase contract awarded amount to Arey Jones Educational Solutions for the purchase of personal computers, laptops and peripherals districtwide.

RATIONALE:

At the June 22, 2010 Board meeting, the Board authorized staff to award Bid # 12-10 to Arey Jones Educational Solutions for the purchase of personal computers, laptops, and peripherals Districtwide. The initial award amount was determined based on past purchases by the District. During the 2010-11 fiscal year the District received funding from various sources, which provided for the purchase of computers, laptops and peripherals that was not initially anticipated by staff during the original award of the contract. Increasing the contract award amount is required to ensure that all outstanding purchases for the current fiscal year under this contract will be processed by the Orange County Department of Education.

FUNDING:

Budgeted funding as requested, not to exceed: \$856,000

RECOMMENDATION:

Ratify staff to increase contract award for the purchase of personal computers, laptops and peripherals to Arey Jones Educational Solutions, in the amount of \$856,000, for the 2010-11 fiscal year pursuant to Bid No.12-10.

AGENDA ITEM BACKUP SHEET
June 28, 2011

Board Meeting

TITLE: Authorization to Renew Contracts Awarded Through Requests for Proposal or Bids for 2011-12 Fiscal Year

ITEM: Action
SUBMITTED BY: Michael P. Bishop, Sr., CBO, Associate Superintendent, Business Services
PREPARED BY: Jonathan Geiszler, Director of Purchasing

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to renew contracts awarded through bids or RFP's (Requests for Proposal) for 2011-12 fiscal year.

RATIONALE:

The Board has authorized the award of contracts through the bidding and RFP process over the last several years. The attached document lists the contract items or services will be purchased during the 2011-12 fiscal year for new or replacement District needs and to replenish warehouse stock.

This renewal authorization permits staff to utilize the pricing for the fiscal year beginning July 1, 2011 through June 30, 2012 for previously awarded bids and contracts. Vendor selection was in compliance with Board Policies.

FUNDING:

Various Budgeted Funds As Requested

RECOMMENDATION:

Authorize staff to renew contracts awarded through bids or RFP's (Requests for Proposal) for 2011-12 fiscal year for the term of the original contracts.

Bid, RFP or Contract Number	Start of Contract	End of Contract	Description	Company	Maximum Annual Amount	Re-Bid Planned In 2011-2012
<i>Warehouse Supplies</i>						
Bid #04-09	Sep-08	Sep-11	Printer Cartridges and Business Machine Consumables	GovConnection, Inc. and Ultimate Imaging Products	\$315,000	NO
<i>Site Specific Instructional Supplies</i>						
Bid # 18-08	Aug-08	Aug-11	Band Instruments	National Educational Music Company, Jim's Music, Bellflower, Anaheim, Bertrand's, Taylor, Nick Rail, Woodwind and Brasswind	\$260,000	YES
Bid #03-09	Oct-08	Oct-11	Fitness Equipment	Promaxima Fitness (Century), Advantage Fitness Products 2012 (Valley)	\$81,000	NO
Bid #27-09	Jun-09	Jun-12	Dental Equipment for Valley High	Patterson, Fitzpatrick, Dentsply, Columbia, Handler	\$330,000	NO
Bid #32-09	Jun-09	Jun-12	Automotive Equipment for Valley High	Alpha Omega, Pacific Lift, Airdraulics	\$115,000	NO
Bid #39-09	Jul-09	Jul-12	Medical Equipment for Valley High	Henry Schein	\$125,000	NO
Bid #03-10	Oct-09	Oct-12	Automotive Supplies Valley High	Shamrock Supply	\$92,000	NO
<i>Paper Supplies</i>						
Bid #05-11	Oct-10	Oct-13	Specialty Paper for Publications Department	Unisource, Xpedx	\$197,000	NO
Bid #16-11	Sep-10	Sep-13	School Paper Supplies	Southwest School, Office Depot, Hamlet, Pioneer	\$204,000	NO
Bid #23-11	Mar-11	Mar-14	Copier Paper for Warehouse Stock	Unisource Worldwide	\$530,000	NO

Bid, RFP or Contract Number	Start of Contract	End of Contract	Description	Company	Maximum Annual Amount	Re-Bid Planned In 2011-2012
<i>Electronics and Computers</i>						
Bid #18-09	Jan-09	Jan-12	Portable and Mobile Handheld Radios	Pinnacle Radio Inc.	\$101,000	YES
Bid #21-09	Feb-09	Feb-12	800 MHz Radios	Advanced Electronics	\$158,000	YES
Bid #33-09	Jun-09	Jun-12	Public Safety Radio Equipment	Pinnacle Radio Inc.	\$242,000	YES
Bid #01-10	Oct-09	Oct-12	Audio Visual Equipment	Troxell, Intelli-Tech, Sierra, Western Blue, Sehi, GovConnection, Light speed, GBC	\$15,000,000	YES
Bid #09-10	Jan-10	Jan-13	LCD Projectors	Intelli-Tech	\$200,000	NO
Bid #12-10	Jun-10	Jun-15	Computer Systems Districtwide	Arey Jones Inc.	\$3,000,000	NO
<i>Western States Contracting Alliance Agreements</i>						
WSCA Addendum B27160	Oct-09	Sep-14	Dell Server Equipment for ITC	Dell Marketing, L.P.	\$350,000	N/A
<i>Transportation</i>						
Bid #07-03	Jun-03	Jun-13	Home to School Transportation	Durham School Services	\$8,250,000	YES
Bid # 03-08	Oct-07	Oct-12	Field Trips, Non-Coach Bus	Certified Transportation Services	\$700,000	YES
Bid #15-10	Jun-10	Jun-15	NJROTC Transportation	JKF Transportation	\$115,000	YES
Bid # 27-11	Apr-11	Apr-12	Athletic Trips and Field Trips, Coach Bus	Certified Transportation	\$950,000	YES
<i>Leases</i>						
Bid #14-05	Jun-05	Jun-13	Rental of Existing Portable Classrooms	Mobile Modular Inc.	\$2,000,000	NO
RFP #11-08	Mar-08	Mar-13	60 Month Lease of District Copiers	Xerox Corporation	\$900,000	YES
Bid #06-08	Apr-08	Apr-13	60 Month Lease of Offset Press	California National Bank (Heidelberg USA)	\$675,000	NO
<i>Maintenance of District Facilities</i>						
Bid #13-10	Jun-10	Jun-14	Elevator Repairs and Inspection	Vertical Transport Elevator Service	\$150,000	NO
Bid #19-10	Jul-10	Jul-14	Air filters for HVAC Systems	AirFilter Depot	\$150,000	NO

Bid, RFP or Contract Number	Start of Contract	End of Contract	Description	Company	Maximum Annual Amount	Re-Bid Planned In 2011-2012
<i>Accounting Services</i>						
RFP #09-11	Jan-11	Jan-14	Mandated Cost Services	Educational Consulting Services Inc.	\$35,000	NO
RFP #10-11	Jan-11	Jan-14	Fixed Asset Inventory Services	AssetWorks Inc.	\$86,000	NO
<i>Insurance Services</i>						
RFP # 11-11	Jan-11	Dec-13	Health Benefits Insurance Services	Alliant Insurance Services	\$98,000	NO
<i>Employee Training</i>						
RFP # 19-11	Jan-11	Dec-11	Crisis Response Training	OCDE, ACCESS/Division of Alternative Education	\$128,764	NO
RFP # 20-11	Jan-11	Jun-12	Disaster Response Training	Survival Skills & Co. and The American Red Cross	\$70,000	NO

AGENDA ITEM BACKUP SHEET

June 28, 2011

Board Meeting

TITLE: Authorization to Award Contract for Purchase of Instructional and Office Supplies for Warehouse Stock

ITEM: Action

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

PREPARED BY: Jonathan Geiszler, Director of Purchasing

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to award contracts for the purchase of instructional and office supplies for warehouse stock to Southwest School & Office Supply, Office Depot, Certified Art Supply/Duncan-Vail, and School Specialty.

RATIONALE:

At the February 22, 2011 Board meeting, the Board authorized staff to obtain bids for the purchase of office and instructional supplies for warehouse stock. Bids were advertised in the *Orange County Register* as legally required. Twenty (20) vendors received bid copies, seven (7) submitted bids. Based on the evaluation of all bids received, it is the decision of staff to award Bid #33-11 on an item-by-item basis to the lowest responsive, responsible four (4) bidders in the amount of \$502,788 annually. Vendor selection is in compliance with Board Policy.

Qualified Bidders	Amount	No. Items Awarded
Southwest School & Office Supply	\$279,224	110
Office Depot	\$187,439	63
Certified Art Supply / Duncan-Vail	\$25,894	15
School Specialty	\$10,260	17

Unqualified Bidders	Reason
National Art & School Supplies	Did not meet bid requirements
Business Stationers	Did not meet bid requirements
S & S Worldwide	Not low bidder on any item

FUNDING:

Various budgeted funds as requested


RECOMMENDATION:

Authorize staff to award contract for the purchase of instructional and office supplies for warehouse stock, in the amount, not to exceed \$502,788 renewable annually for a period of up to three years, pursuant to Bid# 33-11, to Southwest School & Office Supply, Office Depot, Certified Art Supply/Duncan-Vail, and School Specialty.

AGENDA ITEM BACKUP SHEET**June 28, 2011****Board Meeting**

TITLE: Authorization to Award Contract for Purchase of School and Office Furniture to Culver Newlin Inc., School Space Solutions and Concepts Furnishings, Inc.

ITEM: Action

SUBMITTED BY:  Michael P. Bishop, Sr., CBO, Associate Superintendent, Business Services
Joe Dixon, Assistant Superintendent, Facilities & Governmental Relations

PREPARED BY: Jonathan Geiszler, Director, Purchasing & Stores
Todd Butcher, Director of Construction

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to award a contract to Culver Newlin Inc., School Space Solutions and Concepts Furnishings, Inc. for the purchase of school and office furniture, utilizing the Redlands Unified School District contract with Culver Newlin Inc., School Space Solutions and Concepts Furnishings, Inc. pursuant to piggyback Bid No. 4-11. Legal Counsel from the Orange County Department of Education approved the use of this piggyback bid.

RATIONALE:

The Redlands Unified School District awarded a competitively bid contract, Bid # 4-11, to Culver Newlin, Inc., School Space Solutions and Concepts Furnishings Inc. for the purchase of school and office furniture. By utilizing the Redlands Unified School District contract the District will save the cost of competitively bidding for school and office furniture while continuing to provide school furnishings that meet District standards and maintain a consistent level of safety and quality throughout the District. The District is authorized by Public Contract Code section 20118 to utilize contracts awarded by other districts. Staff review of pricing provided to the District under this contract was determined to be fair and reasonable.

FUNDING:

Various funding as requested

RECOMMENDATION:

Authorize staff to award contract for the purchase of school and office furniture to Culver Newlin, Inc., School Space Solutions and Concepts Furnishings Inc. pursuant to piggyback Bid No. 4-11.

AGENDA ITEM BACKUP SHEET
June 28, 2011

Board Meeting

TITLE: Authorization to Obtain Bids for Replacement of Flooring at Food Services Department Central Kitchen

ITEM: Action

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

PREPARED BY: Jonathan Geiszler, Director of Purchasing
Jan Monforte, Director of Food Services

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to obtain bids for the replacement of flooring at the Food Services Department central kitchen.

RATIONALE:

The floor of the District's main 30,422 square foot food production facility, which was built in 1984, is in need of repair in order to keep the production floor in a clean and sanitary state. The bid will include the purchase of flooring material and the labor to install it in compliance with health code regulations.

FUNDING:

Cafeteria Fund

RECOMMENDATION:

Authorize staff to obtain bids for flooring replacement at the Food Services Department central kitchen.

AGENDA ITEM BACKUP SHEET
June 28, 2011

Board Meeting

TITLE: Authorization to Obtain Bids for Purchase of Food Service Equipment

ITEM: Action

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

PREPARED BY: Jan Monforte, Director, Food Services

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to obtain bids for the purchase of food service equipment.

RATIONALE:

In compliance with Title 7, Part 210, Subpart E of the Code of Federal Regulations (7CFR.210), School Food Authorities shall comply with the requirements of 7CFR.3015 concerning the procurement of supplies, food, equipment and other services with Program funds.

In anticipation that the SAUSD procurement of food service equipment for the 2011-2012 fiscal year will exceed the Federal small purchase threshold, a formal procurement procedure must be conducted.

FUNDING:

Cafeteria Fund

RECOMMENDATION:

Authorize staff to obtain bids for the purchase of food service equipment.

AGENDA ITEM BACKUP SHEET
June 28, 2011

Board Meeting

TITLE: Authorization to Obtain Bids or Requests for Proposal for Purchase of Food Products and Supplies for Food Services Department

ITEM: Action

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

PREPARED BY: Jan Monforte, Director, Food Services

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to obtain bids or requests for proposals for the purchase of food products and supplies for Food Services Department.

RATIONALE:

In anticipation that the District's procurement of food products and supplies for the 2011-12 fiscal year will exceed the Federal small purchase threshold, and to be in compliance with Title 7, Part 210, Subpart E of the Code of Federal Regulations (7CFR.210), stating that school food authorities shall comply with the requirements of 7CFR.3015 concerning the procurement of supplies, food, equipment and other services with Program funds, staff will be issuing bids or requests for proposal for the following items for the upcoming school year:

- Milk and dairy products
- Paper products and cleaning supplies
- Frozen and cold storage foods
- Grocery items

FUNDING:

Cafeteria Fund

RECOMMENDATION:

Authorize staff to obtain bids or requests for proposal for the purchase of food products and supplies for Food Services Department.

AGENDA ITEM BACKUP SHEET
June 28, 2011

Board Meeting

TITLE: Authorization to Obtain Bids for Trash Collection and Recycling Services Districtwide

ITEM: Action

SUBMITTED BY: Michael P. Bishop, Sr., CBO, Associate Superintendent, Business Services
Joe Dixon, Assistant Superintendent, Facilities Planning & Governmental Relations

PREPARED BY: Jonathan Geiszler, Director of Purchasing
Dennis Ziegler, Director of Building Services

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to obtain bids for trash collection and recycling services Districtwide.

RATIONALE:

At the September 9, 2009 Board meeting, the Board authorized staff to extend the award of Bid # 21-04 to CR&R Inc. for trash collection services Districtwide through June 30, 2014, the maximum allowable terms of the contract. Staff has reviewed the current pricing received by the District and has determined that it would be beneficial to the District to re-bid for these services at this time rather than at the end of the current contract. Under the terms of the current contract staff may cancel the contract after providing 30 days notice of intent to cancel to the current vendor.

FUNDING:

General Fund/Cafeteria Fund

RECOMMENDATION:

Authorize staff to obtain bids for trash collection and recycling services Districtwide.

AGENDA ITEM BACK-UP SHEET

June 28, 2011

Board Meeting

TITLE: Authorization to Extend Contract for Purchase and Installation of Wireless Network Equipment and Installation of Structured Cabling System at Various E-Rate Qualified Sites at 88% With Federal Communications Commission (E-Rate) Funding With AT&T for E-Rate Year 12

ITEM: Action

SUBMITTED BY: Michael P. Bishop, Sr., CBO, Associate Superintendent, Business Services
Joe Dixon, Assistant Superintendent, Facilities Planning & Governmental Relations

PREPARED BY: Jonathan Geiszler, Director of Purchasing
RicardoENZ, Director, Information Technology Center

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to authorize staff to extend the contract for the purchase and installation of wireless network equipment and installation of structured cabling system at various E-Rate qualified sites at 88% with Federal Communications Commission (FCC) (E-Rate) funding.

RATIONALE:

At the January 13, 2009 Board meeting, the Board approved a contract with AT&T, for E-Rate Year 12 Fiscal Year 2009-10 for the purchase and installation of wireless network equipment and the installation of structured cabling system, pursuant to Bid #11-09, at the following sites:

Diamond Elementary	Carr Intermediate	Heninger Elementary	Martin Elementary
Sierra Preparatory Academy	Madison Elementary	Saddleback High School	Lowell Elementary
Kennedy Elementary	Spurgeon Intermediate	Santa Ana High School	

The Board approved an extension to this contract for fiscal year 2010-11 at the September 14, 2010 Board meeting. The District received E-Rate funding for this project. However, all aspects of the installation have not been completed. The FCC allows the extension of spending to provide sufficient time to complete. This project is a continuation of previous E-Rate funding upgrades and enhancements, there will be no change in the original awarded scope of work or vendor, this item only provides for an extension of time to complete work under the terms of the original bid.

FUNDING:

Measure G Bond 12%:	\$ 312,225
E-Rate Contribution 88%:	<u>\$2,289,647</u>
Estimated Total Cost:	\$2,601.872

RECOMMENDATION:

Authorize staff to extend the contract for the purchase and installation of wireless network equipment and installation of structured cabling system at various E-Rate qualified sites at 88% with Federal Communications Commission (E-Rate) funding with AT&T, pursuant to Bid #11-09, and the provisions of Public Contract Codes Section 20118.