

AGENDA ITEM BACKUP SHEET

October 26, 2010

Board Meeting

TITLE: *Above & Beyond the Call of Duty* "A-B-C-D" Award –
Dr. Manuel Gómez, Ph.D.

ITEM: Recognition

SUBMITTED BY: Jane A. Russo, Superintendent

PREPARED BY: Angela Burrell, Public Information Officer



BACKGROUND INFORMATION:

This special award from the Superintendent of schools is presented to Manuel N. Gómez, Ph.D., former vice chancellor of student affairs at the University of California, Irvine, a significant contributor to the field of education and staunch supporter of Santa Ana Unified School District students. Dr. Gómez exemplifies the qualities and values upon which the A-B-C-D Award was created to honor.

RATIONALE:

The Superintendent, on behalf of the Santa Ana Unified School District, will publicly recognize Dr. Manuel Gómez for his dedication to the Santa Ana Unified School District (SAUSD) and community.

Dr. Manuel N. Gómez recently retired after serving 38 years at the University of California, Irvine, most recently as vice chancellor of student affairs. While at UCI he served as director of the UC Irvine Educational Opportunity Program, a program officer for the Fund for the Improvement of Postsecondary Education, and interim vice president of outreach in the University of California Office of the President.

UCI is a primary partner in the Santa Ana Educational Partnership — a collaboration inclusive of SAUSD, Santa Ana College, and California State University, Fullerton to promote and encourage higher education pursuits by Santa Ana School District graduates.

Dr. Gomez is co-author of *To Advance Learning: A Handbook on Developing K-12 Postsecondary Partnerships* (1990), along with numerous articles on K-16 education, including chapters in *Rethinking the SAT: The Future of Standardized Testing in University Admissions* (Routledge Falmer, 2004), in *Latino Change Agents in Higher Education* (Jossey-Bass, 2008), and the preface to *The Elusive Quest for Equality* (Harvard University Press, 1998). Dr. Gomez is also a published poet. He is being honored for his many accomplishments in the educational field and the profound impact he has had on students in our school district.

FUNDING:

Not Applicable

RECOMMENDATION:

Recognize Manuel N. Gómez, Ph.D. and present him with an award and framed student art.

AGENDA ITEM BACKUP SHEET
October 26, 2010

BOARD MEETING

TITLE: **Recognition: Classified Employee of Month for October 2010–
Eloise Sanchez**

ITEM: **Recognition**
SUBMITTED BY: **Juan M. López**  **Associate Superintendent, Human Resources**
PREPARED BY: **Art Jimenez, Director, Human Resources**

BACKGROUND INFORMATION:

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

RATIONALE:

A selection committee, consisting of classified employees elected by their peers, has reviewed nominees and selected the Classified Employee of the Month for the month of October. The members have selected Eloise Sanchez – School Office Manager – Davis Elementary.

FUNDING:

Not Applicable

RECOMMENDATION:

Recognize Eloise Sanchez as Classified Employee of the Month for October 2010.

AGENDA ITEM BACKUP SHEET

October 26, 2010

Board Meeting

TITLE: Presentation: Summarized Data of Williams Settlement First Quarterly Report

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

BACKGROUND INFORMATION:

The purpose of this agenda item is for the Board to review quarterly information on the Williams Settlement First Quarterly Report. In order to meet the Williams Settlement Uniform Complaint Reporting requirements per Education Code 35186(d), staff is required to report summarized data on the nature and resolution of all complaints on a quarterly basis to the County Superintendent of Schools and the Governing Board of the school district. The complaints and written responses shall be available as public records.

RATIONALE:

Attached is a chart summarizing the first quarterly-reported complaints for Santa Ana Unified School District beginning on July 1, 2010, and ending on September 30, 2010. The form is due to Orange County Department of Education on October 29, 2010.

FUNDING:

Not Applicable

RECOMMENDATION:

Presented for information.

2010-2011 Quarterly Report on Williams Uniform Complaints [Required by Education Code section 35186]

District: _____

Person completing this form: _____

Title: _____

- | | | | |
|-------------------------------------|------------|--------------------------------|--------------------------------|
| <input checked="" type="checkbox"/> | Quarter #1 | July 1 to September 30, 2010 | Report due by October 29, 2010 |
| <input type="checkbox"/> | Quarter #2 | October 1 to December 31, 2010 | Report due by January 31, 2011 |
| <input type="checkbox"/> | Quarter #3 | January 1 to March 31, 2011 | Report due by April 29, 2011 |
| <input type="checkbox"/> | Quarter #4 | April 1 to June 30, 2011 | Report due by July 29, 2011 |

Date for information to be reported publicly at governing board meeting: _____
October 26, 2010

Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Vacancies or Misassignments			
Facility Conditions			
CAHSEE Intensive Instruction & Services (High school districts only. All other districts answer N/A)			
TOTALS			

Print name of Superintendent: _____ Jane A. Russo

Signature of Superintendent: _____ Date: 10/27/10

Please submit to:

Suzie Strelecki
Senior Administrative Assistant
200 Kalmus Drive, B-1009
P.O. Box 9050, Costa Mesa, CA 92628-9050
(714) 966-4336 or fax to: (714) 549-2657

AGENDA ITEM BACKUP SHEET

October 26, 2010

Board Meeting

TITLE: Presentation: Budget Update

ITEM: Presentation

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

PREPARED BY: Kelvin Tsunazumi, Executive Director, Fiscal Services

BACKGROUND INFORMATION:

The purpose of this agenda item is to provide an overview of budget priorities/considerations for the 2010-11 school year, based on the most current State budget adoption action.

RATIONALE:

This presentation is provided to keep the Board aware of the possibility of additional State Budget cuts, the ramifications of restoring programs/positions, the availability of one-time and on-going funds, and to provide follow-up on Board requested items.

FUNDING:

Not Applicable

RECOMMENDATION:

Presented for informational purposes.

AGENDA ITEM BACKUP SHEET

October 26, 2010

Board Meeting

TITLE: **Public Hearing: On the Santa Ana Unified School District's Initial Bargaining Proposal to AFL-CIO Communications Workers of America (CWA)**

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to conduct a public hearing on the Santa Ana Unified School District's Initial Bargaining Proposal to AFL-CIO - Communications Workers of America (CWA) in accordance with Government Code 3547 and Board Policy 2000.

RATIONALE:

Under provision of the Government Code and Board Policy referenced above, the proposal must be "sunshined" to the public and an opportunity provided for public comment at a subsequent Board meeting.

At the Board meeting of October 12, 2010, the Board approved the call for public hearing and the Santa Ana Unified School District's Initial Bargaining Proposal was "sunshined" to the public. The Board now needs to permit the Public Hearing on the Santa Ana Unified School District's Initial Bargaining Proposal.

FUNDING:

Not Applicable

RECOMMENDATION:

Conduct a Public Hearing on the Santa Ana Unified School District's Initial Bargaining Proposal to Communications Workers of America (CWA).

INITIAL PROPOSAL FROM SANTA ANA UNIFIED SCHOOL DISTRICT
TO COMMUNICATION WORKERS OF AMERICA
REGARDING SUBSTITUTE TEACHERS
OCTOBER 12, 2010

The District hereby submits its initial proposal for bargaining of potential articles to be included in the Collective Bargaining Agreement. The following may be added or modified as determined by the District.

- 1) Agreement
- 2) Recognition
- 3) Notice
- 4) District Rights
- 5) Union Rights
- 6) Wages
- 7) Effect of Agreement
- 8) Savings
- 9) Term of Agreement

AGENDA ITEM BACKUP SHEET
October 26, 2010

Board Meeting

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

ITEM: Consent

SUBMITTED BY: Doreen Lohnes, Assistant Superintendent, Support Services 

PREPARED BY: Nancy Diaz-Miller, Senior Director, Pupil Support Services

BACKGROUND INFORMATION:

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

RATIONALE:

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

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the recommendations by the Administrative hearing panels to expel students for the recommended terms including the remediation conditions.

Recommendations for Expulsions

Board Meeting: October 26, 2010

	<u>Student Name</u>	<u>School/Grade</u>	<u>Charges</u>	<u>Recomm. Options</u>	<u>Placement</u>	<u>Date Eligible to Reapply</u>
1	188189	Saddleback/10	B	1A	Valley	01/31/11
2	328206	Santa Ana/11	A	3	County	06/17/11
3	155241	Santa Ana/12	B	2	Special Education	06/17/11
4	172850	Santa Ana/10	C	4	Community Day HS	01/31/11
5	158045	Santa Ana/12	C	2A	County	10/26/11
6	335758	Santa Ana/10	B	1A	Special Education	01/31/11

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

- | | |
|--|--|
| <p>(A) Caused, attempted, or threatened to cause physical injury</p> <p>(B) Possessed, sold, furnished a weapon, dangerous object, explosives</p> <p>(C) Possessed, used, sold, furnished, or under the influence of any controlled substance (e.g. marijuana, cocaine, alcohol, intoxicants).</p> <p>(D) Offered, arranged, or negotiated to sell any controlled substance and then either sold, delivered or otherwise furnished to any person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance</p> <p>(E) Committed or attempted to commit robbery or extortion.</p> <p>(F) Caused or attempted to cause damage to school or private property</p> <p>(G) Stole or attempted to steal school or private property</p> <p>(H) Possessed or used tobacco or tobacco products</p> <p>(I) Committed an obscene act or engaged in habitual profanity or</p> <p>(J) Possessed, offered, or arranged to sell paraphernalia</p> <p>(K) Disrupted school activities or willfully defied valid authority</p> <p>(L) Knowingly received stolen school or private property</p> <p>(M) Possessed an imitation firearm</p> | <p>(N) Committed or attempted to commit a sexual assault as defined by PC 261 or sexual battery PC 243.4</p> <p>(O) Harassed, threatened or intimidated a student who is a complaining witness in a school disciplinary proceeding for the purposed of either preventing that student by being a witness or retaliating against that student by being a witness</p> <p>(P) Offering to sell or selling SOMA</p> <p>(Q) Hazing</p> <p>(R) Engaged in the act of bullying, included but not limited to, bullying committed by means of an electronic act, as defined in subdivisions (f) and (g) of section 32261, directed specifically toward a pupil or school personnel.</p> <p>(T) Aids or abets in physical injury</p> <p>(.2) Engaged in sexual harassment (Grades 4-12 only), vulgarity</p> <p>(.3) Engaged in hate crime (Grades 4-12 only)</p> <p>(.4) Harassment, threat, intimidation (Grades 4-12 only)</p> <p>(.7) Terrorist threats against school officials, school property or both</p> |
|--|--|

EXPULSION RECOMMENDATIONS

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

AGENDA ITEM BACKUP SHEET**October 26, 2010****Board Meeting**

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

ITEM: Consent

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of extended field trips for all school sites.

RATIONALE:

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

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

FUNDING:

Not Applicable

RECOMMENDATION:

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

/lr

SANTA ANA UNIFIED SCHOOL DISTRICT - EXTENDED FIELD TRIPS
RECOMMENDED FOR APPROVAL - October 26, 2010

Date:	Schools/Location:	Funding and Cost:	Student:	Staff and Chaperone:
November 10-13, 2010 (Wednesday-Saturday)	Santa Ana High School NJROTC Area II Qualifier Field Day Moon Valley High school Phoenix, Arizona	No Cost to Student. (Sponsored by United States Navy)	45	5
November 15-19, 2010 (Monday-Friday)	Edison Elementary School Calvary Outdoor Science San Bernardino	No Cost to Student. (Sponsored by OCDE)	94	3
November 19-20, 2010 (Friday-Saturday)	Valley High School Southern CA Vocal Association Honor Choirs Santa Monica High School Santa Monica	No Cost to Student. (Sponsored by ASB)	5	2
December 2-3, 2010 (Thursday-Friday)	Century High School e-Business Academy (Juniors and Seniors) State Virtual Enterprise Business Conference Bakersfield	No Cost to Student (Sponsored by e-Business Academy)	48	4
December 27-30, 2010 (Monday-Thursday)	Valley High School Boys Varsity Basketball Tournament Indio	No Cost to Student. (Sponsored by ASB)	13	2
January 10-14, 2011 (Monday-Friday)	Hoover Elementary School Cedar Crest Outdoor Science San Bernardino	No Cost to Student. (Sponsored by OCDE)	73	2

AGENDA ITEM BACKUP SHEET**October 26, 2010****Board Meeting**

TITLE: Ratification of Renewal of Service Agreement With The Regents of University of California Center for Educational Partnerships Reading and Literature Project 2010-11 School Year

ITEM: Consent

SUBMITTED BY: Herman Mendez, Assistant Superintendent Elementary Education

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board ratification to renew an agreement for 2010-11 school year, with The Regents of the University of California under the department of Center for Educational Partnerships. This partnership will co-fund two curriculum specialists to support the District English Language Learner (ELL) program. UCI received a California Postsecondary Education Commission (CPEC) Improving Teacher Quality (ITQ) grant in collaboration with the District. The ratification was required due to the funding of this sub award to cover 10% of the Curriculum Specialist salary.

RATIONALE:

The UCI California Reading and Literature Project works in close collaboration with District leadership to develop and coordinate professional development plans.

Each contractor representative will serve as one of the co-directors of the California Reading and Literature Project, overseeing the project's implementation of its signature programs as well as developing and customizing professional development workshops/institutes for partnership districts and schools in the Orange County region.

This service agreement contracts two teachers to help implement and realize the goals and objectives for the ELL program. The District will be reimbursed the combined current salary equivalent of 40% of Linda Palomino's salary and 20% of Robyn Lee-Giuseffi's time plus 3.53% indirect costs. This agreement is subject to annual renewal.

FUNDING:

UCI Reading and Literature Project District Reimbursement: \$67,333

RECOMMENDATION:

Ratify renewal service agreement with The Regents of the University of California Center for Educational Partnerships Reading and Literature Project 2010-11 school year.

SERVICE AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND

This Agreement to furnish services is by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California constitutional corporation, on behalf of The Center for Educational Partnerships at University of California, Irvine (hereinafter called "the University") and Santa Ana Unified School District hereinafter called ("Contractor") located at 1601 East Chestnut, Santa Ana, CA 92701-6322.

I. SCOPE OF WORK

A. The Contractor shall furnish to the University the following described services:

Each contractor representative will be released for a percentage of their time to serve as one of the co-directors of the California Reading and Literature Project (CRLP). Their K-12 curriculum and pedagogical expertise will contribute to the high quality professional development to be provided to partner schools and districts in Orange County. As Co-Directors of the CRLP, they will be responsible for providing project oversight as well as collaborating with statewide regional directors and university faculty to design and develop standards and research-based professional development workshops/institutes for teachers, with a particular emphasis in supporting English learners. Additional responsibilities will include:

- Work in close collaboration with partner schools and districts to ensure the professional development provided is supported through building capacity within schools and districts to sustain quality implementation.
- Support and foster teacher leadership and pedagogical content skills through leadership development institutes.
- Attend statewide meetings and possible national workshops and conferences.
- Provide technical support to partner schools and districts.
- Work with university faculty and the advisory committee to support the goals & objectives of the project.
- Evaluate the teacher professional development programs offered by the project. Feedback will be gathered, analyzed and used to inform the project of possible refinements, adjustments and improvements that can be addressed.

B. If applicable, Contractor agrees that Linda Palomino and Robyn Lee-Giuseffi shall be assigned to perform the work set forth herein. No reassignment of work to any other individual shall be made without the written approval of the University.

C. Reports:

☐ The Contractor shall provide reports as described:

D. If applicable, the services of the Contractor will assist the University in the performance of contract/grant no. _____ sponsored by _____ dated _____.

☐ Applicable portions of contracts are attached.

II. TERM OF AGREEMENT

A. The period of performance for this Agreement shall be from 08/27/10 through 06/20/11.

B. Either the University or the Contractor may terminate this Agreement for convenience at any time by giving the other 30 calendar days' written notice of such action.

- C. If one party gives 10 days' notice to the other of a breach of this Agreement and the breaching party fails to cure said breach within said 10 day period, this Agreement may be terminated immediately by the non-breaching party.

III. COMPENSATION AND REIMBURSEMENT OF EXPENSES

- A. The University will pay the following to the Contractor for services performed:

For CRLP work specified in Article I.A:

1) For services performed by Linda Palomino, based on the equivalent of 40% of her time. A total of \$51,538 for the academic year represents 40% of salary and benefits + 3.53% indirect costs.

2) For services performed by Robyn Lee-Giuseffi, based on the equivalent of 20% time of her time. A total of \$15,795 for the academic year represents 20% of salary and benefits + 3.53% indirect costs.

MAXIMUM AMOUNT TO BE PAID UNDER THIS AGREEMENT IS: \$67,333.

- B. Payments.

☒ Payment will be made upon submission of an invoice by the Contractor setting forth charges in accordance with rates detailed in paragraph A above and the performance schedule in Article IV. below. The invoice must include the Contractor's taxpayer identification number. Contractors shall submit invoices to person named in V., below.

OR

☐ Payments will be made on a monthly or periodic basis without invoice provided a schedule of specific payment has been made a part of this Agreement and is in accordance with the performance schedule set out in Article IV. below.

No payments shall be made in advance of work performed, except as specified in the Agreement.

IV. PERFORMANCE SCHEDULE

Performance of services shall be between August 27, 2010 and June 22, 2011.

V. REPORTING

In performing services hereunder, the Contractor shall report to:

Betty Isa, California Reading and Literature Project, Center for Educational Partnerships, 420 Social Science Tower, Irvine, CA 92697-2505

VI. NOTIFICATION

Any written notification required hereunder shall be personally served or mailed by certified mail, return receipt requested, to the following:

For the University:

Betty Isa
California Reading and Literature Project
420 Social Science Tower
Irvine, CA 92697-2505

For the Contractor:

Michael P. Bishop
Santa Ana Unified School District
1601 East Chestnut
Santa Ana, CA 92701

VII. TAXES

The compensation stated in Article III. of this Agreement includes all applicable taxes and will not be changed hereafter as the result of Contractor's failure to include any applicable tax, or as the result of any changes in the Contractor's tax liabilities.

VIII. CONTRACTOR IDENTIFICATION

Each contractor who enters into a contract with the University of California for \$10,000 or more shall list their appropriate Taxpayer Number (EIN or SSN) on each contract. In addition, upon acceptance of this contract Contractor agrees to include their Taxpayer Identification Number on all future contracts regardless of the amount.

IX. ASSIGNMENT OR SUBCONTRACTING

The Contractor may not assign or transfer this Agreement, or any interest herein or claim hereunder, or subcontract any portion of the work hereunder, without the prior written approval of the University. If the University consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee.

X. PATENTS

Whenever any invention or discovery is made or conceived by the Contractor in the course of or in connection with this Agreement, the Contractor shall promptly furnish the University complete information with respect thereto and the University shall have the sole power to determine whether and where a patent application shall be filed and to determine the disposition of title to and all rights under any application or patent that may result. The Contractor will, at University expense, execute all documents and do all things necessary or proper with respect to such patent applications. The Contractor is specifically subject to an obligation to assign all right, title and interest in any such patent rights to the University as well as all right, title and interest in tangible research products embodying such inventions whether the inventions are patentable or not.

XI. COPYRIGHT

The University shall own, solely and exclusively, the copyright and all copyright rights to any written or otherwise copyrightable material delivered under this Agreement. The Contractor warrants that all creators of copyrightable material delivered under this Agreement to the University are, at the time of the material's creation, bona fide employees or subcontractors of the Contractor, and that such creation is within the course and scope of the creator's employment.

XII. CONTRACTOR'S LIABILITY AND INSURANCE REQUIREMENTS

1. The Contractor shall defend, indemnify, and hold the University, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of the Contractor, its officers, agents, employees, or subcontractors.
2. The Contractor, at its sole cost and expense, shall insure its activities in connection with the work under this Agreement and obtain, keep in force, and maintain insurance as follows:

- a. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

(1) Each Occurrence	\$ <u>1,000,000</u>
(2) Products/Completed Operations Aggregate	\$ <u>1,000,000</u>
(3) Personal and Advertising Injury	\$ <u>1,000,000</u>
(4) General Aggregate (Not applicable to the Comprehensive Form)	\$ <u>1,000,000</u>

If the above insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

- b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than **\$1,000,000** per occurrence. (REQUIRED ONLY IF THE CONTRACTOR DRIVES ON THE UNIVERSITY PREMISES IN THE COURSE OF PERFORMING WORK FOR UNIVERSITY.)
- c. Professional Liability Insurance with a limit of **\$1,000,000** per occurrence. If this insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.
- d. Workers' Compensation as required by California State law.

It should be expressly understood, however, that the coverage and limits referred to under a., b., and c. above shall not in any way limit the liability of the Contractor. The Contractor shall furnish the University with certificates of insurance evidencing compliance with all requirements prior to commencing work under this Agreement. Such certificates shall:

- (1) Provide for thirty (30) days advance written notice to the University of any modification, change, or cancellation of any of the above insurance coverage.
- (2) Indicate that The Regents of the University of California has been endorsed as an insured under the coverage referred to under a. and b.
- (3) Include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the University.

It should be further understood that the provisions under (2) and (3) above shall only apply in proportion to and to the extent of the negligent act or omissions of the Contractor, its officers, agents, or employees.

XIII. RECORDS ABOUT INDIVIDUALS

The State of California Information Practices Act of 1977, as well as University policy, sets forth certain requirements and safeguards regarding records pertaining to individuals, including the rights of access by the subject individual and by third parties.

If the Contractor creates records about an individual of a confidential or personal type, including notes or tape recordings, the information shall be collected to the greatest extent practicable directly from the individual who is the subject of the information. When collecting the information, the Contractor shall inform the individual that the record is being made and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in this Agreement.

XIV. OWNERSHIP AND ACCESS TO RECORDS

All confidential or personal information about individuals provided to the Contractor or derived from the performance of the services under this Agreement shall remain the property of the University and subject to state law and University policies governing privacy and access to files. The Contractor shall not use such information except as required in the performance of the services under this Agreement.

XV. EXAMINATION OF RECORDS

The University, and if the applicable contract or grant so provides, the other contracting party or grantor (and if that be the United States, or an agency or instrumentality thereof, then the Controller General of the United States) shall have access to and the right to examine any pertinent books, documents, papers, and records of the Contractor involving transactions and work related to this Agreement until the expiration of five years after final

payment hereunder. The Contractor shall retain project records for a period of five years from the date of final payment.

XVI. CONFLICT OF INTEREST

1. The Contractor shall not hire any officer or employee of the University to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, the Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.
2. The Contractor affirms that to the best of his/her knowledge there exists no actual or potential conflict between the Contractor's family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with the University.
3. The Contractor shall not be in a reporting relationship to a University employee who is a near relative, nor shall the near relative be in a decision-making position with respect to the Contractor.

XVII. AFFIRMATIVE ACTION

The Contractor recognizes that as a federal and state government contractor or subcontractor, the University of California is obligated to comply with certain laws and regulations of the federal and state government regarding equal opportunity and affirmative action. When applicable, the Contractor agrees that, as a government subcontractor, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in the Rehabilitation Act of 1973, as amended, as well as the Americans With Disabilities Act relative to the employment and advancement in employment of qualified individuals with disabilities, and the implementing rules and regulations in Title 41, part 60-741 and 742 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans and Vietnam era veterans without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12900 relative to equal employment opportunity for all persons without regard to race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations. The Contractor, as a government subcontractor, further agrees that when applicable it shall provide the certification of non-segregated facilities required by Title 41, part 60-1.8(b) of the Code of Federal Regulations.

XVIII. CONFIDENTIALITY

The Contractor shall use his or her best efforts to keep confidential any information provided by the University and marked "Confidential Information," or any oral information conveyed to the Contractor by the University and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following:

1. Information which the Contractor can demonstrate by written records was known to him or her prior to the effective date of this Agreement;
2. Is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of Contractor;
3. Is obtained lawfully from a third party; or
4. Releases as required by law.

XIX. NON-WAIVER

Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or a non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.

XX. NO THIRD-PARTY RIGHTS

Nothing in this Agreement is intended to make any person or entity who is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

XXI. STANDARD FOR PERFORMANCE

The parties acknowledge that the University, in selecting the Contractor to perform the services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the services required hereunder. The Contractor shall perform the services in the manner of one who is a recognized specialist in the types of services to be performed. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties. The Contractor shall devote such time to performance of its, her, or his duties under this Agreement as is reasonably necessary for the satisfactory performance of such duties within the deadlines set forth herein. Nothing in the foregoing shall be construed to alter the requirement that time is of the essence in this Agreement.

XXII. INDEPENDENT CONTRACTOR

Contractor in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that its employees, contractors, subcontractors, and agents shall not be considered officers, employees, or agents of University, and are not entitled to benefits of any kind or nature normally provided to employees. Contractor assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance (as applicable), social security, and income tax withholding with respect to Contractor employees

XXIII. DISPUTE RESOLUTION

Any dispute arising regarding the interpretation or implementation of this Agreement, including any claims for breach of this Agreement, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be Orange County, California, and any enforcement of the arbitrator's decision shall be brought in the Superior Court Orange County, California.

XXIV. ATTORNEY'S FEES

In any action brought by a party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. The prevailing party shall be entitled to the reasonable value of any services provided to it by in-house counsel. The reasonable value of services provided by in-house counsel shall be calculated by applying an hourly rate commensurate with prevailing market rates charged by attorneys in private practice for such services.

XXV. AMENDMENTS

Any amendments to this Agreement must be made, in writing, and approved by the authorized representatives of the Contractor and the University.

XXVI. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and supersedes all prior written or oral agreements with respect to the subject matter herein.

XXVII. APPLICABLE LAW

This Agreement shall be construed in accordance with the laws of the State of California without regard to its conflicts of laws rules.

CONTRACTOR

(Signature) (Date)

Name: _____

Title: _____

Tax ID No. _____
(Social Security or Employer ID No.*)

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

(Department Signature) (Date)

Name: Dr. Stephanie Reyes-Tuccio

Title: Director, Center for Educational Partnerships

Harry Gunther
Director, Materiel and Risk Management

* If the Employer Identification Number is not used, the Social Security Number must be shown. Pursuant to Federal Privacy Act of 1974, you are hereby notified that disclosure of your Social Security Number is required pursuant to Sections 6011 and 6051 of Subtitle F of the Internal Revenue Code and Regulation 4, Section 404, 1256, Code of Federal Regulations, under Section 218, Title II of the Social Security Act, as amended. The Social Security Number is to verify your identity. The principal use of the number shall be to report payments you have received to federal and state governments.

Rev. 4/2008

AGENDA ITEM BACKUP SHEET
October 26, 2010

Board Meeting

TITLE: **Approval of Third Amendment to State School Readiness Contract With Children and Families Commission of Orange County to Extend Term of the Agreement**

ITEM: **Consent**
SUBMITTED BY: **Herman Mendez, Assistant Superintendent, Elementary Education**
PREPARED BY: **Janneth Linnell, Early Childhood Education Coordinator**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the Third Amendment to Contract No. FCI-S4-24, which increases the grant amount to SAUSD's State School Readiness from the Children and Families Commission of Orange County and extends the contract for the period of one year. The revised contract increases the funding amount and extends the contract by \$175,100 for the 2010-11 school year.

RATIONALE:

The Children and Families Commission of Orange County awarded an additional \$175,100 in order for the District to continue to provide State School Readiness Services for the period of July 1, 2010 through June 30, 2011. This extension continues the collaboration between SAUSD and Children Families Commission of Orange County to provide outreach, coordination, and implementation of school readiness services in preparing children for school.

FUNDING:

Children and Families Commission of Orange County (Proposition 10): \$175,100

RECOMMENDATION:

Approve the third amendment to State School Readiness contract with Children & Families Commission of Orange County.

THIRD AMENDMENT TO AGREEMENT NO. FCI-S4-24
BETWEEN
CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY
AND
SANTA ANA UNIFIED SCHOOL DISTRICT
FOR THE PROVISION OF SERVICES

This **THIRD AMENDMENT TO AGREEMENT** ("Third Amendment") is entered into as of the 5th day of May 2010 ("Date of Amendment"), which date is enumerated for the purpose of reference only, by and between the **CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY**, a public body and legal public entity ("COMMISSION") and **SANTA ANA UNIFIED SCHOOL DISTRICT**, a public entity ("CONTRACTOR"). The Original Agreement, the First Amendment, the Second Amendment and this Third Amendment are and shall continue to be administered by the Executive Director of COMMISSION or his/her authorized designee ("ADMINISTRATOR").

RECITALS

- A.** COMMISSION and CONTRACTOR previously entered into that certain Agreement for the Provision of Project Services dated February 7, 2007, under which the COMMISSION granted funds for the "Project" described in Exhibits A, A-1 and B therein ("Original Agreement").
- B.** Pursuant to the Original Agreement, COMMISSION granted to CONTRACTOR funds to further the purposes of and implement COMMISSION's First Strategic Plan.
- C.** COMMISSION granted general authority to its Executive Director or designee on June 2, 2004, to award additional funding to a Contractor not to exceed ten percent (10%) of the awarded funds up to a maximum amount of \$50,000 for increased or additional services.
- D.** On July 2, 2008, COMMISSION awarded an additional \$175,100 and entered into a First Amendment in order to provide additional project services for the period July 1, 2009 through June 30, 2010.
- E.** On April 5, 2010, COMMISSION awarded an additional \$15,281 by Executive Director authority and entered into a Second Amendment for implementation of Early Developmental Index Project services.
- F.** COMMISSION hereby awards an amount not to exceed \$128,538 in order to provide increased or additional Services to CONTRACTOR and CONTRACTOR desires to accept the additional funding in order to provide increased or additional services pursuant to the terms and conditions of the Original Agreement, as amended by this Third Amendment. The Original Agreement, the First Amendment, the Second Amendment and this Third Amendment are referred to collectively as the "Agreement."
- G.** The parties desire by this Third Amendment to extend the Term of the Agreement by twelve (12) months.

H. The parties desire by this Third Amendment to amend and restate COMMISSION's Maximum Payment Obligation.

I. The parties desire by this Third Amendment to amend and restate Exhibit B, Project Budget. This restated Exhibit B shall replace the existing Exhibit B in the Original Agreement. A copy of the restated Exhibit B is attached herein and incorporated by reference.

J. The parties desire by this Third Amendment to amend and restate Attachment 1 to Exhibit B, the Staffing Table. This restated Attachment 1 to Exhibit B shall replace the existing Attachment 1 to Exhibit B in the Original Agreement. A copy of the restated Attachment 1 to Exhibit B is attached herein and incorporated by reference.

K. The parties desire by this Third Amendment to add Exhibit AA, which describes the Project and the performance tasks and services for the period July 1, 2010 through June 30, 2011.

L. The parties desire by this Third Amendment to add Exhibit AA-1, Work Plan for the period July 1, 2010 through June 30, 2011.

M. Capitalized terms in this Third Amendment are as set forth in the Original Agreement, or as specifically defined herein.

NOW, THEREFORE, based upon the foregoing Recitals, which are hereby a substantive part of this Third Amendment, and in consideration of the covenants contained herein, COMMISSION and CONTRACTOR hereby agree as follows:

1. **Term.** The Term, as defined in Paragraph 1 of the Original Agreement, is extended twelve (12) months. The Term is amended and shall be the period commencing July 1, 2007 and continuing through June 30, 2011.

2. **Maximum Payment Obligation.** Additional funding of \$128,538 is provided by COMMISSION to CONTRACTOR by this Third Amendment for a cumulative total of Six Hundred Sixty Nine Thousand One Hundred Nineteen Dollars (\$669,119). Paragraph 16 of the Original Agreement, Maximum Payment Obligation, with respect to CONTRACTOR is hereby amended to read as follows "The 'Maximum Payment Obligation' of COMMISSION to CONTRACTOR under this Agreement shall be SIX HUNDRED SIXTY NINE THOUSAND ONE HUNDRED NINETEEN DOLLARS or the actual reasonable cost incurred and paid for performance of the Services, whichever is less"; which amount is the sum of (a) the first allocation of \$350,200 on February 7, 2007, (b) the second allocation of \$175,100 on July 8, 2008, (c) the third allocation of \$15,281 by Executive Director authority, and (d) the fourth allocation of \$128,538 as specified in the amended and restated Exhibit B to Second Amendment to Agreement, attached hereto as Exhibit B and fully incorporated herein by this reference.

3. Subparagraph 16.1.1 of the Agreement is hereby amended to read as follows:

"16.1.1. The Maximum Payment Obligation of COMMISSION to CONTRACTOR for the services to be provided for the period July 1, 2007 through June 30, 2008 shall be \$169,913.25."

4. Subparagraph 16.1.2 of the Agreement is hereby amended to read as follows:

"16.1.2. The Maximum Payment Obligation of COMMISSION to CONTRACTOR for the services to be provided for the period July 1, 2008 through June 30, 2009 shall be \$173,724.81."

5. Subparagraph 16.1.3 of the Agreement is hereby amended to read as follows:

“16.1.3. The Maximum Payment Obligation of COMMISSION to CONTRACTOR for the services to be provided for the period July 1, 2009 through June 30, 2010 shall be \$150,380.94.”

6. Subparagraph 16.1.4 of the Agreement is hereby added to read as follows:

“16.1.4. The Maximum Payment Obligation of COMMISSION to CONTRACTOR for the services to be provided for the period July 1, 2010 through June 30, 2011 shall be \$175,100.”

7. **Exhibit AA.** Exhibit AA which describes the Project and the performance tasks and services for the period July 1, 2010 through June 30, 2011 is attached hereto and incorporated herein by this reference.

8. **Exhibit AA-1.** Exhibit AA-1, Work Plan for the period July 1, 2010 through June 30, 2011, is attached hereto and incorporated herein by this reference

9. **No Other Changes.** Except as amended by this Third Amendment, the terms of the Original Agreement as amended by the First Amendment and/or as amended by the Second Amendment shall remain in full force and effect as written and entered into between COMMISSION and CONTRACTOR.

[Signature blocks for Third Amendment start on next page]

IN WITNESS WHEREOF, the parties have entered into this Third Amendment as of the date and year set forth above in the first paragraph hereof and have executed this Third Amendment in the County of Orange, State of California.

**CHILDREN AND FAMILIES COMMISSION OF
ORANGE COUNTY:**

By: _____
Chair

SIGNED AND CERTIFIED THAT A COPY
OF THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIR OF COMMISSION

BY _____
DARLENE J. BLOOM
Clerk of the Children and Families Commission
of Orange County

DATED: _____

APPROVED AS TO FORM:

WOODRUFF, SPRADLIN & SMART

By: _____
Terry C. Andrus, Commission Counsel

**SANTA ANA UNIFIED SCHOOL DISTRICT, a
public entity**

Dated: _____

By: _____
Jane Russo, Superintendent

**EXHIBIT AA
PROJECT SUMMARY**

SANTA ANA UNIFIED SCHOOL DISTRICT

Grant # FCI-S4-24

Local School Readiness Initiative

Term: July 1, 2010 – June 30, 2011

1. FUNDING RECIPIENT

Santa Ana Unified School District
A California Public School District
1601 E. Chestnut Ave
Santa Ana, CA 92701

Contact: Janneth Linnell, School Readiness Coordinator, 714.431.7542,
janneth.linnell@sausd.us US

GEMS Contact: Janneth Linnell

Invoices/Documentation Contact: Janneth Linnell

Designated Level of GEMS Reporting: AMM and CDOM

Signatory: Jane Russo, Superintendent

2. BACKGROUND

Research on child development and the impact of the early years' learning emphasizes the importance of children beginning life with healthy, stimulating and nurturing environments. Prevention- and intervention-oriented approaches are effective strategies in helping young children at the earliest stages possible to ensure that they enter school as effective learners. Investments in programs that promote school readiness benefit from a community approach to public engagement, community capacity building and systems change. In order to meet critically important early childhood development needs, COMMISSION created its School Readiness Initiative (Initiative) as a collaborative project with participation of Orange County School Districts (Districts) including CONTRACTOR, and the Superintendent of Schools (Superintendent) to work as a team to support families in the healthy development of children from the prenatal stage through age five (0 – 5). The Initiative assists Orange County's communities in strengthening early care and education opportunities for all children 0 – 5, to maximize their potential and success in school. Initiative strategies include:

2.1 Promoting collaboration among and between the kindergarten through grade 12 educational systems and the early care and education community for the purpose of defining school readiness, developing a common mechanism for measurement, and supporting the development of optimum transitions from one provider system to the other.

2.2 Strengthening planning linkages, communication, learning and referrals among COMMISSION funded programs.

2.3 Identifying school readiness issues for project planning and program improvements through need assessment of families within the project community.

2.4 Developing criteria and process for identifying quality in early care and education programs, practices and research based strategies.

3. PURPOSE AND SCOPE OF WORK

The purpose of the Project is to provide collaboration between parents, the early care and education community, home education programs, Districts, CONTRACTOR, and COMMISSION to promote early intervention and school readiness for all Orange County's children 0 – 5.

CONTRACTOR shall provide Services described in Exhibit AA to achieve the outcomes described in the Work Plan, Exhibit AA-1, within the funding limitations of the Project Budget, Exhibit B, and the staffing described in Attachment 1 to Exhibit B. CONTRACTOR shall:

3.1 Provide services through School Readiness Coordinator(s) as described in Attachment 1 to Exhibit B (the Staffing Table) to this Agreement. The Parties agree that for purposes of this Agreement, each "Full Time Equivalent (FTE)" position(s) equals a minimum of sixteen hundred (1,600) hours per year.

3.2 Identify the needs of families in their communities, work with other coordinators throughout the county to identify priority needs of families, and develop strategies to help children enter school ready to learn.

3.3 Build relationships to ensure communication with outside agencies providing early care and education, early intervention, health, and family support services to children 0 – 5; with parents of children 0 – 5 not yet participating in their local school district's activities; and with district early primary teaching staff.

3.4 Inform District staff of the Initiative's goals and progress and coordinate training opportunities developed through this Agreement.

3.5 Participate monthly in an on-going forum for the purpose of receiving technical assistance, the exchange of information related to best practices, development of referral resources and identification of resource needs and gaps for future project planning and improvements, and implementation of Initiative strategies identified

3.6 Provide school readiness information and materials to parents and early education providers through workshops, trainings, and paper or electronic distributions.

3.7 Support COMMISSION'S Early Literacy Program by conducting book drives, distributing books to families, participating in the annual "Read for the Record" campaign, and implementing early literacy programs within the district.

3.8 Implement speech and behavioral intervention programs, to support families, early education providers, and children 0 - 5 presenting with mild to moderate delays.

3.9 Increase the number of children with special needs participating in district and community school readiness and early education programs.

3.10 Develop and maintain a protocol for transferring relevant student health and development information between the early care setting and the public school Kindergarten teachers, and capturing pre-school student data into District's student data collection system.

3.11 Collaborate with “2-1-1 Orange County” and “Help Me Grow Orange County” to train school readiness staff, implement a resource portal, update District service information, and maintain protocol for distributing resource information to families.

3.12 Implement the Early Developmental Index (EDI) to children within the district, for the purpose of measuring the health and development of populations of children to help communities assess how well they are doing in supporting young children and their families.

AGENDA ITEM BACKUP SHEET
October 26, 2010

Board Meeting

TITLE: **Ratification of Renewal of Service Agreement With The Regents of University of California Center for Educational Partnerships Irvine Math Project 2010-11 School Year**

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board ratification of the Service Agreement between The Regents of the University of California and Santa Ana Unified School District to release classroom teachers to the Irvine Math Project as the mathematics staff developers supervising the secondary level of professional development for the Irvine Mathematics Project, which is housed in the UCI Center of Educational Partnerships. The ratification was required due to recalculation of agreement contract.

RATIONALE:

This Math project has been in place for the past eight years. The classroom teachers will work in close collaboration with District leadership to develop and coordinate professional development plans, support and foster teacher leadership, pedagogical content skills via summer leadership institutes and academic year follow up. The teachers will also generate and fulfill fee-for-service contracts with Orange County school districts.

FUNDING:

Not Applicable

RECOMMENDATION:

Ratify renewal service agreement with The Regents of the University of California Center for Educational Partnerships Math Project 2010-11 school year.

SERVICE AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
Santa Ana Unified School District

This Agreement to furnish services is by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California constitutional corporation, on behalf of The Center for Educational Partnerships at University of California, Irvine (hereinafter called "the University") and Santa Ana Unified School District hereinafter called ("Contractor") located at 1601 East Chestnut, Santa Ana, CA 92701-6322.

I. SCOPE OF WORK

A. The Contractor shall furnish to the University the following described services:

1. Irvine Math Project Co-Director Kristin Houston (IMP) - 50% time
2. Irvine Math Project Co-Director Janna Canzone (IMP) - 80% time

Contractors will serve as the mathematics staff developers supervising the secondary level of professional development for the Irvine Mathematics Project, which is housed in the UCI Center for Educational Partnerships (CFEP).

- Work in close collaboration with district leadership to develop and coordinate professional development plans.
- Support and foster teacher leadership and pedagogical content skills via summer leadership institutes and academic year follow up.
- Generate and fulfill fee-for-service contracts with Orange County and LA school districts.
- Attend statewide meetings and possible national workshops.
- Support elementary director in the design and implementation of elementary programs.

EVALUATION & ANALYSIS:

The Contractor will be responsible for evaluation of the development and implementation of the teacher professional development programs, and will gather, analyze, and report feedback to the IMP Director.

B. If applicable, Contractor agrees that Kristine Houston & Janna Canzone shall be assigned to perform the work set forth herein. No reassignment of work to any other individual shall be made without the written approval of the University.

C. Reports:

☒ The Contractor shall provide reports as described:

Status reports will be provided to the individuals specified in Article V. as requested.

D. If applicable, the services of the Contractor will assist the University in the performance of contract/grant no. _____ sponsored by _____ dated _____.

☐ Applicable portions of contracts are attached.

II. TERM OF AGREEMENT

A. The period of performance for this Agreement shall be from 08/27/10 through 06/20/11.

B. Either the University or the Contractor may terminate this Agreement for convenience at any time by giving the other 30 calendar days' written notice of such action.

- C. If one party gives 10 days' notice to the other of a breach of this Agreement and the breaching party fails to cure said breach within said 10 day period, this Agreement may be terminated immediately by the non-breaching party.

III. COMPENSATION AND REIMBURSEMENT OF EXPENSES

- A. The University will pay the following to the Contractor for services performed:

For Irvine Math Project work specified in Article I. A. 1.:

- 1) \$56,548.77 per academic year (\$5654.88/month for 10 months). Cost represents 50% of salary and benefits + 3.53% indirect costs for Kristine Houston.
- 2) \$60,661.16 per academic year (\$6066.12/month for 10 months). Cost represents 80% of salary and other benefits + 3.53% indirect costs for Janna Canzone.

MAXIMUM AMOUNT TO BE PAID UNDER THIS AGREEMENT IS: \$117,209.93.

- B. Payments.

☒ Payment will be made upon submission of an invoice by the Contractor setting forth charges in accordance with rates detailed in paragraph A above and the performance schedule in Article IV. below. The invoice must include the Contractor's taxpayer identification number. Contractors shall submit invoices to person named in V., below.

OR

☐ Payments will be made on a monthly or periodic basis without invoice provided a schedule of specific payment has been made a part of this Agreement and is in accordance with the performance schedule set out in Article IV. below.

No payments shall be made in advance of work performed, except as specified in the Agreement.

IV. PERFORMANCE SCHEDULE

Performance of services shall be between August 27, 2010 and June 20, 2011.

*SAUSD shall invoice Irvine Math Project twice, once mid-year for half of the contract and again at the end of the academic year (June 2011) for the other half of the contract. (Contact: Jacky Meyer)

V. REPORTING

In performing services hereunder, the Contractor shall report to:

Karajean Hyde, Irvine Math Project, Center for Educational Partnerships, 439 Social Science Tower, Irvine, CA 92697

VI. NOTIFICATION

Any written notification required hereunder shall be personally served or mailed by certified mail, return receipt requested, to the following:

For the University:

Karajean Hyde
Irvine Math Project
439 Social Science Tower
Irvine, CA 92697-2505

For the Contractor:

Michael P. Bishop
Santa Ana Unified School District
1601 East Chestnut, Santa Ana, CA 92701

VII. TAXES

The compensation stated in Article III. of this Agreement includes all applicable taxes and will not be changed hereafter as the result of Contractor's failure to include any applicable tax, or as the result of any changes in the Contractor's tax liabilities.

VIII. CONTRACTOR IDENTIFICATION

Each contractor who enters into a contract with the University of California for \$10,000 or more shall list their appropriate Taxpayer Number (EIN or SSN) on each contract. In addition, upon acceptance of this contract Contractor agrees to include their Taxpayer Identification Number on all future contracts regardless of the amount.

IX. ASSIGNMENT OR SUBCONTRACTING

The Contractor may not assign or transfer this Agreement, or any interest herein or claim hereunder, or subcontract any portion of the work hereunder, without the prior written approval of the University. If the University consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee.

X. PATENTS

Whenever any invention or discovery is made or conceived by the Contractor in the course of or in connection with this Agreement, the Contractor shall promptly furnish the University complete information with respect thereto and the University shall have the sole power to determine whether and where a patent application shall be filed and to determine the disposition of title to and all rights under any application or patent that may result. The Contractor will, at University expense, execute all documents and do all things necessary or proper with respect to such patent applications. The Contractor is specifically subject to an obligation to assign all right, title and interest in any such patent rights to the University as well as all right, title and interest in tangible research products embodying such inventions whether the inventions are patentable or not.

XI. COPYRIGHT

The University shall own, solely and exclusively, the copyright and all copyright rights to any written or otherwise copyrightable material delivered under this Agreement. The Contractor warrants that all creators of copyrightable material delivered under this Agreement to the University are, at the time of the material's creation, bona fide employees or subcontractors of the Contractor, and that such creation is within the course and scope of the creator's employment.

XII. CONTRACTOR'S LIABILITY AND INSURANCE REQUIREMENTS

1. The Contractor shall defend, indemnify, and hold the University, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of the Contractor, its officers, agents, employees, or subcontractors.
2. The Contractor, at its sole cost and expense, shall insure its activities in connection with the work under this Agreement and obtain, keep in force, and maintain insurance as follows:

- a. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

(1) Each Occurrence	\$ <u>1,000,000</u>
(2) Products/Completed Operations Aggregate	\$ <u>1,000,000</u>
(3) Personal and Advertising Injury	\$ <u>1,000,000</u>
(4) General Aggregate (Not applicable to the Comprehensive Form)	\$ <u>1,000,000</u>

If the above insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

- b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (REQUIRED ONLY IF THE CONTRACTOR DRIVES ON THE UNIVERSITY PREMISES IN THE COURSE OF PERFORMING WORK FOR UNIVERSITY.)
- c. Professional Liability Insurance with a limit of \$1,000,000 per occurrence. If this insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.
- d. Workers' Compensation as required by California State law.

It should be expressly understood, however, that the coverage and limits referred to under a., b., and c. above shall not in any way limit the liability of the Contractor. The Contractor shall furnish the University with certificates of insurance evidencing compliance with all requirements prior to commencing work under this Agreement. Such certificates shall:

- (1) Provide for thirty (30) days advance written notice to the University of any modification, change, or cancellation of any of the above insurance coverage.
- (2) Indicate that The Regents of the University of California has been endorsed as an insured under the coverage referred to under a. and b.
- (3) Include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the University.

It should be further understood that the provisions under (2) and (3) above shall only apply in proportion to and to the extent of the negligent act or omissions of the Contractor, its officers, agents, or employees.

XIII. RECORDS ABOUT INDIVIDUALS

The State of California Information Practices Act of 1977, as well as University policy, sets forth certain requirements and safeguards regarding records pertaining to individuals, including the rights of access by the subject individual and by third parties.

If the Contractor creates records about an individual of a confidential or personal type, including notes or tape recordings, the information shall be collected to the greatest extent practicable directly from the individual who is the subject of the information. When collecting the information, the Contractor shall inform the individual that the record is being made and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in this Agreement.

XIV. OWNERSHIP AND ACCESS TO RECORDS

All confidential or personal information about individuals provided to the Contractor or derived from the performance of the services under this Agreement shall remain the property of the University and subject to state law and University policies governing privacy and access to files. The Contractor shall not use such information except as required in the performance of the services under this Agreement.

XV. EXAMINATION OF RECORDS

The University, and if the applicable contract or grant so provides, the other contracting party or grantor (and if that be the United States, or an agency or instrumentality thereof, then the Controller General of the United States) shall have access to and the right to examine any pertinent books, documents, papers, and records of the Contractor involving transactions and work related to this Agreement until the expiration of five years after final

payment hereunder. The Contractor shall retain project records for a period of five years from the date of final payment.

XVI. CONFLICT OF INTEREST

1. The Contractor shall not hire any officer or employee of the University to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, the Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.
2. The Contractor affirms that to the best of his/her knowledge there exists no actual or potential conflict between the Contractor's family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with the University.
3. The Contractor shall not be in a reporting relationship to a University employee who is a near relative, nor shall the near relative be in a decision-making position with respect to the Contractor.

XVII. AFFIRMATIVE ACTION

The Contractor recognizes that as a federal and state government contractor or subcontractor, the University of California is obligated to comply with certain laws and regulations of the federal and state government regarding equal opportunity and affirmative action. When applicable, the Contractor agrees that, as a government subcontractor, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in the Rehabilitation Act of 1973, as amended, as well as the Americans With Disabilities Act relative to the employment and advancement in employment of qualified individuals with disabilities, and the implementing rules and regulations in Title 41, part 60-741 and 742 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans and Vietnam era veterans without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12900 relative to equal employment opportunity for all persons without regard to race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations. The Contractor, as a government subcontractor, further agrees that when applicable it shall provide the certification of non-segregated facilities required by Title 41, part 60-1.8(b) of the Code of Federal Regulations.

XVIII. CONFIDENTIALITY

The Contractor shall use his or her best efforts to keep confidential any information provided by the University and marked "Confidential Information," or any oral information conveyed to the Contractor by the University and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following:

1. Information which the Contractor can demonstrate by written records was known to him or her prior to the effective date of this Agreement;
2. Is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of Contractor;
3. Is obtained lawfully from a third party; or
4. Releases as required by law.

XIX. NON-WAIVER

Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or a non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.

XX. NO THIRD-PARTY RIGHTS

Nothing in this Agreement is intended to make any person or entity who is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

XXI. STANDARD FOR PERFORMANCE

The parties acknowledge that the University, in selecting the Contractor to perform the services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the services required hereunder. The Contractor shall perform the services in the manner of one who is a recognized specialist in the types of services to be performed. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties. The Contractor shall devote such time to performance of its, her, or his duties under this Agreement as is reasonably necessary for the satisfactory performance of such duties within the deadlines set forth herein. Nothing in the foregoing shall be construed to alter the requirement that time is of the essence in this Agreement.

XXII. INDEPENDENT CONTRACTOR

Contractor in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that its employees, contractors, subcontractors, and agents shall not be considered officers, employees, or agents of University, and are not entitled to benefits of any kind or nature normally provided to employees. Contractor assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance (as applicable), social security, and income tax withholding with respect to Contractor employees

XXIII. DISPUTE RESOLUTION

Any dispute arising regarding the interpretation or implementation of this Agreement, including any claims for breach of this Agreement, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be Orange County, California, and any enforcement of the arbitrator's decision shall be brought in the Superior Court Orange County, California.

XXIV. ATTORNEY'S FEES

In any action brought by a party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. The prevailing party shall be entitled to the reasonable value of any services provided to it by in-house counsel. The reasonable value of services provided by in-house counsel shall be calculated by applying an hourly rate commensurate with prevailing market rates charged by attorneys in private practice for such services.

XXV. AMENDMENTS

Any amendments to this Agreement must be made, in writing, and approved by the authorized representatives of the Contractor and the University.

XXVI. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and supersedes all prior written or oral agreements with respect to the subject matter herein.

XXVII. APPLICABLE LAW

This Agreement shall be construed in accordance with the laws of the State of California without regard to its conflicts of laws rules.

CONTRACTOR

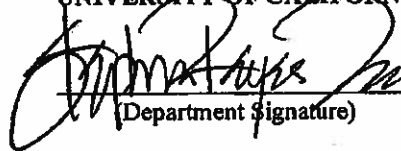
(Signature) (Date)

Name: _____

Title: _____

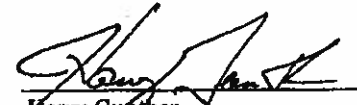
Tax ID No. _____
(Social Security or Employer ID No.*)

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

 9/29/10
(Department Signature) (Date)

Name: Dr. Stephanie Reyes-Tuccio

Title: Director, Ctr for Educational Partnerships

 9/30/10
Harry Gunther
Director, Materiel and Risk Management

* If the Employer Identification Number is not used, the Social Security Number must be shown. Pursuant to Federal Privacy Act of 1974, you are hereby notified that disclosure of your Social Security Number is required pursuant to Sections 6011 and 6051 of Subtitle F of the Internal Revenue Code and Regulation 4, Section 404, 1256, Code of Federal Regulations, under Section 218, Title II of the Social Security Act, as amended. The Social Security Number is to verify your identity. The principal use of the number shall be to report payments you have received to federal and state governments.

Rev. 4/2008

AGENDA ITEM BACKUP SHEET
October 26, 2010

Board Meeting

TITLE: **Approval of Master Contracts and/or Individual Service Agreements With Nonpublic Schools and Agencies for Students With Disabilities for 2010-11 School Year**

ITEM: **Consent**

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to request Board approval of Individualized Education Programs (IEP) services for students with disabilities. These students may require services that address academic, social-emotional, and other unique needs as identified in their IEPs. The IEP teams recommended placement at a nonpublic school or a nonpublic agency for services as necessary, pursuant to an IEP or Settlement Agreement.

RATIONALE:

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

FUNDING:

Special Education: Not to Exceed \$61,790

RECOMMENDATION:

Approve the master contracts and/or individual service agreements with nonpublic schools and agencies for students with disabilities for 2010-11 school year.

Master Contracts and/or Individual Service Agreements With Nonpublic Schools and Agencies for Students With Disabilities for 2010-11 School Year

Board Meeting: October 26, 2010

Student ID#	Amount	Master Contract and Individual Service Agreement for Nonpublic School/Agency
334646	\$37,850	Autism Spectrum Therapies
301749	\$23,940	Pacific Child & Family Associates

AGENDA ITEM BACKUP SHEET
October 26, 2010

Board Meeting

TITLE: Approval of Participation in Student Field Placement With Walden University for 2010-11 School Year

ITEM: Consent

SUBMITTED BY: Doreen Lohnes, Assistant Superintendent, Support Services

PREPARED BY: Gayle McLean, Program Specialist, Health Services

BACKGROUND INFORMATION:

The purpose of this agenda item is to request Board approval of an agreement with Walden University, an online program, that would provide nursing students with school experience as one of their clinical placements. SAUSD currently has similar agreements with Santa Ana College, California State University, Fullerton and Dominguez Hills, Concordia University, Irvine, West Coast and Biola Universities. The agreement is ongoing unless terminated by either party.

RATIONALE:

Students who are enrolled in nursing programs are required to have learning experiences related to nursing roles in community settings. Giving students a chance to observe school nurses at work exposes them to the possibility of a career in school nursing and enhances their learning about community nursing. Students observe SAUSD nurses as they perform their duties and may assist with organizational tasks, as appropriate, under the direct supervision of an SAUSD nurse.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the participation in student field placement with Walden University for 2010-11 school year.

WALDEN UNIVERSITY

GRADUATE STUDENT FIELD EXPERIENCE FIELD SITE AFFILIATION AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into on this ____ day of _____, 200____, by and between WALDEN UNIVERSITY, LLC ("Walden") and _____ ("Field Site").

RECITALS

WHEREAS, Walden offers an accredited graduate program in Nursing ("Program") and seeks to partner with field sites for educational field experiences for the students enrolled in such graduate program (the "Students"); and

WHEREAS, field experiences shall include the Field Site's student education program conducted at the Field Site ("Field Experience Program")

WHEREAS, the Field Site is willing to make available its educational and professional resources to such Students; and

WHEREAS, Walden and the Field Site mutually desire to contribute to the education and professional growth of Walden Students.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth it is understood and agreed upon by the parties hereto, as follows:

I. TERM AND TERMINATION

This Agreement shall commence on _____ and shall continue for a period of one (1) year (the "Initial Term"). Upon expiration of the Initial Term of this Agreement, this Agreement and the Term shall renew for successive one (1)-year periods (each a "Renewal Term"). Notwithstanding the foregoing, either party may terminate this Agreement for any reason or no reason, upon thirty (30) calendar days' prior written to the other party. In the event of termination before any participating Student(s) has completed the then-current term, such Student(s) shall be permitted to complete the then-current term subject to the applicable terms of this Agreement, which shall survive until the date of such completion.

II. WALDEN RESPONSIBILITIES

A. Walden shall be responsible for the assignment of Students to the Field Site. Walden agrees to refer to the Field Site only those Students who have completed the required course of study as determined by Walden.

B. Walden shall provide a Field Education Coordinator (the "Field Education Coordinator") who will act as a liaison between Walden and the Field Site. The Field Education

WALDEN UNIVERSITY

Coordinator will be responsible for maintaining communication with the Field Site including, but not limited to:

(1) Confirming any contact information for Students to the Field Site Program Coordinator, as defined below, prior to the Student assignment; and

(2) Supplying the Field Site with information regarding the Student's current level of academic preparation as may be required by the Field Site.

C. Walden shall provide the Field Site with information regarding the particular requirements relating to Field Experience Programs including required hours and supervision requirements.

D. Walden maintains professional liability insurance with a single limit of no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. Walden shall provide the Field Site with proof of coverage upon request.

III. FIELD SITE RESPONSIBILITIES

A. When available, the Field Site shall assign a staff member to serve as the coordinator for the Field Experience Program at the Field Site. (the "Field Site Program Coordinator"). The Field Site Program Coordinator shall be responsible for:

(1) Planning and coordinating the education arrangements between the Field Site, the Student and Walden;

(2) Serving as a liaison between the Field Site and Walden; and

(3) Developing and administering an orientation program for Students which will familiarize the Students with the Field Site and all applicable policies and procedures.

B. The Field Site shall assign a qualified staff member having the appropriate and required credentials to serve as the preceptor (the "Preceptor") for each Student. The Field Site shall provide planned and regularly scheduled opportunities for educational supervision and consultation by the Preceptor. The Program requires supervision specifically by the Preceptor and may not be delegated.

C. In the event that the Preceptor does not meet all the required criteria, a Nurse-Mentor may be utilized in addition to a Preceptor. A Nurse-Mentor ("Nurse-Mentor") is a registered nurse prepared at the graduate level in nursing who has practiced for a minimum of one (1) year after earning the graduate degree. It is not a requirement that a Nurse-Mentor be employed at the site where the Student is participating in a Field Experience.

WALDEN UNIVERSITY

The Nurse-Mentor's role is to:

- 1) provide the Student with guidance and perspectives related to the world view of nurses prepared at the graduate level in nursing;
- 2) meet regularly with the Student, either in person or virtually. A minimum of one (1) meeting every two (2) weeks during the Field Experience Program is expected;
- 3) participate in one (1) conference call with the Student and the practicum instructor at the beginning of the Field Experience Program; and
- 4) complete two (2) brief online evaluations.

D. The Field Site shall provide learning experiences for the Students that are planned, organized and administered by qualified staff in accordance with mutually agreed upon educational objectives and guidelines.

E. Field Site shall provide Student with an orientation familiarizing student with all applicable State and Federal laws and regulations that pertain to practice at the Field Site, including those pertaining to Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") issued under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which govern the use and/or disclosure of individually identifiable health information.

F. Field Site shall assure that the Student practices within the guidelines of any applicable professional ethics codes. Field Site shall provide resources to Student for exploring and resolving any ethical conflicts that may arise during field training.

G. Field Site Program Coordinator or assigned Preceptor shall complete, with the Student, all written evaluations of the Student's performance according to the timeline established by Walden. Evaluations will be submitted to the Field Education Coordinator.

H. The Field Site reserves the right to dismiss at any time any Student whose health condition, conduct or performance is a detriment to the Student's ability to successfully complete the Field Experience Program at the Field Site or jeopardizes the health, safety or well-being of any patients, clients or employees of the Field Site. The Field Site Program Coordinator or assigned Preceptor shall promptly notify the Field Education Coordinator of any problem or difficulty arising with a Student and a discussion shall be held either by telephone or in person to determine the appropriate course of action. The Field Site will, however, have final responsibility and authority to dismiss any Student from the Field Experience Program.

I. If available, the Field Site agrees to provide emergency health care services for the Students for illnesses or injury on the same basis as that which is provided to Field Site employees. With the exception of emergency care, the Students are responsible for providing for their own medical care needs.

WALDEN UNIVERSITY

J. The Field Site shall ensure adequate workspace for the student to perform planned professional roles and activities, including a suitable desk, phone, etc. Field Site shall permit the use of instructional resources such as the library, procedure manuals, and client records as required by the Field Experience Program.

K. The Field Site maintains general and professional liability insurance with a single limit of no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. The Field Site shall provide Walden with proof of coverage upon request.

IV. STUDENT RESPONSIBILITIES

A. The Students shall provide their own transportation to and from the Field Site as well as any meals or lodging required during the clinical experience.

B. The Students shall agree to abide by the rules, regulations, policies and procedures of the Field Site as provided to Students by the Field Site during their orientation at the Field Site.

C. The Students shall agree to comply with the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") issued under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which govern the use and/or disclosure of individually identifiable health information.

D. Student shall arrange for and provide to Field Site any required information including, but not limited to, criminal background checks, health information, verification of certification and/or licensure, insurance information and information relating to participation in federally funded insurance programs.

E. Students shall be instructed that they are required to purchase and maintain a policy of health insurance, as well as a policy of professional liability insurance with a single limit of no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. Student shall provide the Field Site with proof of coverage upon request.

V. MUTUAL RESPONSIBILITIES

A. FERPA. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the parties acknowledge and agree that the Field Site has an educational interest in the educational records of the Students participating in the Program and to the extent that access to Student's records are required by the Field Site in order to carry out the Field Experience Program.

WALDEN UNIVERSITY

B. HIPAA. The parties agree that:

(1) The Field Site is a covered entity for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any regulations and official guidance promulgated thereunder (collectively, “HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH”) (together referred to as the “HIPAA Privacy Regulations”);

(2) to the extent that Students are participating in the Field Experience Program:

(a) Students shall be considered part of the Field Site’s workforce for HIPAA compliance purposes in accordance with 45 CFR §164.103, but shall not be construed to be employees of the Field Site.

(b) Students shall receive training by the Field Site on, and subject to compliance with, all of Field Site’s privacy policies adopted pursuant to the Regulations; and

(c) Students shall not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to which a Student has access through Program participation that has not first been de-identified as provided in 45 CFR §164.514(a);

(3) Walden will never access or request to access any Protected Health Information held or collected by or on behalf of the Field Site that has not first been de-identified as provided in 45 CFR §164.514(a); and

(4) No services are being provided to the Field Site by Walden pursuant to this Agreement and therefore this Agreement does not create a “business associate” relationship as that term is defined in 45 CFR §164.103.

C. The Field Site and Walden will promote a coordinated effort by evaluating the Program annually, planning for its continuous improvement, making such changes as are deemed advisable and discussing problems as they arise concerning this affiliation.

D. The Field Site and Walden agree that the Students participating in the Field Experience Program are at all times acting as independent contractors and no Student in the Field Experience Program will be deemed to be an employee of the Field Site.

E. The Field Site and Walden agree that Students will have equal access to their respective programs and facilities without regard for race, color, sex, age, religion or creed, marital status, disability, national or ethnic origin, socioeconomic status, veteran status, sexual orientation or other legally protected status.

F. The terms and conditions of this Agreement may be amended by written instrument executed by both parties.

WALDEN UNIVERSITY

G. This Agreement is nonexclusive. The Field Site and Walden reserve the right to enter into similar agreements with other institutions.

H. This Agreement shall be governed by the laws of the State of Minnesota.

I. This Agreement shall supersede any and all prior agreements between the parties regarding the subject matter hereof.

J. Any notice required hereunder shall be sent by certified or registered mail, return receipt requested and shall be deemed given upon deposit thereof in the U.S. mail (postage prepaid).

K. Each party agrees to indemnify and hold harmless the other from all loss or liability resulting from the negligent acts or omissions of the respective party and/or its employees or agents arising out of the performance or the terms and conditions of this Agreement.

L. This Agreement sets forth the entire understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings, oral or written, of any nature whatsoever, between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, effective the date first above written:

Walden University's Policy on Electronic Signatures

Walden University manages the application processes in a nearly paperless environment, which requires reliance on verifiable electronic signatures, as regulated by the Uniform Electronic Transactions Act. Legally, an "electronic signature" can be the person's typed name, their email address, or any other identifying marker. An electronic signature is just as valid as a written signature as long as both parties have agreed to conduct the transaction electronically.

Field Site Authorized Administrator Electronic Signature

Printed Name: _____

Position held at the Field Site: _____

By checking the box below and providing my email address as an authentication, I am providing an electronic signature certifying that the below statement is true.

☐ I agree to adhere to the information provided in this Memorandum of Understanding.

Field Site Administrator e-mail address: _____

Field Site Administrator phone number: _____

Today's Date: _____

WALDEN UNIVERSITY

Walden University Associate Dean, School of Health Sciences Electronic Signature

Printed Name: _____

By checking the box below and providing my email address as an authentication, I am providing an electronic signature certifying that the below statement is true.

☐ I agree to adhere to the information provided in this Memorandum of Understanding.

Associate Dean's e-mail address: _____

Today's Date: _____