DATE: January 22, 2015

TYPE OF AGENDA ITEM: **ACTION ITEM**

TO: Board of Trustees

PREPARED BY: Stanley Rose III, Ed.D., Superintendent

SUBJECT: Consideration of Petition to Approve STEM Academy of Silicon Valley as a Charter School

ADMINISTRATIVE SUMMARY:

California law provides for charter school applications to be considered by local education agencies' governing boards and, upon such consideration to be approved under certain qualifications and conditions. The petition by the STEM Academy of Silicon Valley has been reviewed by district administration and legal counsel. A report of findings concerning the petition is included herein.

RECOMMENDATION:

It is recommended that the Board of Trustees accept the report of findings and, based on that report deny the petition submitted by the STEM Academy of Silicon Valley.

FINANCIAL IMPACT:

None

SANTA CLARA UNIFIED SCHOOL DISTRICT
STAFF REPORT REGARDING
STEM ACADEMY OF SILICON VALLEY CHARTER SCHOOL PETITION
GOVERNING BOARD MEETING DATE: JANUARY 22, 2015

I. INTRODUCTION

The Charter Schools Act of 1992 permits school districts to grant charter petitions, authorizing the operation of charter schools within their geographic boundaries. (Ed. Code, § 47600, et seq.) Charter schools are established through submission of a petition by proponents of the charter school to the governing board of a public educational agency, usually a school district, and approval of the petition by the school district. The governing board must grant a charter "if it is satisfied that granting the charter is consistent with sound educational practice." (Ed. Code, § 47605(b).) Nevertheless, a governing board may deny a petition for the establishment of a charter school if it finds that the particular petition fails to meet enumerated statutory criteria and it adopts written findings in support of its decision to deny the charter. (*Ibid.*) Once authorized, charter schools "are part of the public school system," but "operate independently from the existing school district structure." (Ed. Code, §§ 47615(a)(1) and 47601.)

The legislative intent of the Charter Schools Act is to provide opportunities for teachers, parents, pupils, and community members to establish and maintain schools that operate independently from the existing school district structure, as a method to accomplish all of the following: (a) improve pupil learning; (b) increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low achieving; (c) encourage the use of different and innovative teaching; methods; (d) create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site; (e) provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system; (f) hold the schools established under this part accountable for meeting measurable pupil outcomes, and provide the schools with a method to change from rule-based to performance-based accountability systems; and, (g) provide vigorous competition within the public school system to stimulate continual improvements in all public schools. (Ed. Code, § 47601.)

Therefore, in addition to the statutory criteria set forth in section 47605 ("the Statute"), the Board of Education must also examine whether the proposed charter school provides additional choice to parents and students by providing a program that promotes innovation and expands the educational opportunities available in the District.

Once a governing board has granted a petition, a charter school is created as a legal entity separate from, but subject to the oversight of, the charter-granting agency. Although charter schools are exempt from many of the laws governing school districts, in return for that exemption, the Education Code holds them to a high standard: they must live up to all of the commitments in the charter that they make to school districts, parents, community members, and students concerning pupil instruction, community/parent involvement, fiscal accountability, and student safety.

Based on District staff's extensive review, the petition ("Petition") to establish the STEM Academy of Silicon Valley Charter School ("SASV" or "Petitioners") does not appear to propose to increase learning opportunities, promote innovative teaching methods, or expand learning experiences for special populations of pupils, such as those who are identified as academically low achieving. Rather, a review of the Petition makes it clear that

the focus of the proposed charter is on supporting only those students who are high achieving, and not those who are traditionally lower-performing.

II. PROCEDURAL STATUS

The Board of Education of the Santa Clara Unified School District ("District") received the Petition on November 13, 2014. Within 30 days of receiving a petition, the governing board ("Board") must "hold a public hearing on the provisions of the charter, at which time the governing board of the school district shall consider the level of support for the petition by teachers employed by the district, other employees of the district, and parents." (Ed. Code, § 47605(b).) A public hearing regarding the Petition was held on December 11, 2014.

If the Board grants the Petition, the proposed charter school will become a legal entity, funded and operated independently from the District. Under Education Code section 47605(j)(1), if the District denies the Petition, the Petitioners may appeal that denial to the Santa Clara County Office of Education ("SCCOE"). If SCCOE grants the charter, it becomes the supervisory agency over the charter school. In that case, the District's obligations with respect to the charter school are limited to transfer of what would become the charter school's share of local property taxes, based on its average daily attendance ("ADA"), along with provision of facilities if a request were made and entitlement shown.[1] If the SCCOE denies the petition, the Petitioners may appeal to the State Board of Education ("SBE"). (Ed. Code, § 47605(j)(1).)

III. REVIEW OF THE PETITION

A District Staff Team, composed of administrators, educators and counsel, conducted a full review of the Petition. The Staff Team and the Board of Education were guided by the following considerations:

- It is the intent of the Legislature that charter schools are, and should become an integral part of the California educational system and that establishment of charter schools should be encouraged.

- A school district governing board shall grant a charter for the operation of a school under this part if it is satisfied that granting the charter is consistent with sound educational practice.

- The governing board of the school district shall not deny a petition for the establishment of a charter school unless it makes written factual findings, specific to the particular petition, setting forth specific facts to support one or more of the following findings:

  (1) The charter school presents an unsound educational program for the pupils to be enrolled in the charter school.

  (2) The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.

  (3) The petition does not contain the number of signatures required by statute.

[1]Although charter schools are entitled to a share of local property taxes, this does not include parcel tax funds or other local revenue received by the District.

(4) The petition does not contain an affirmation of each of the conditions required by statute.

(5) The petition does not contain reasonably comprehensive descriptions of the required elements of a charter petition.

In addition to the above, the Staff Team considered the Regulations of the California State Board of Education that guide the evaluation of charter petitions submitted to the SBE. (See Cal. Code Regs., tit. 5, § 11967.5.1; "Regulations"). Although these Regulations do not apply by law to a school district's review of charter petitions, they are helpful guidance. Where relevant, the content of the Education Code and Regulations is stated or paraphrased with respect to each area in which the Staff Team has identified deficiencies.

The Staff Team found that the Petition failed to meet legal requirements in several areas. The major deficiencies include:

- Petitioners lack a realistic and sound financial and operating plan:
  - Petitioners have projected unrealistic enrollment for the proposed charter school, which in turn suggests the fiscal viability of the program is unrealistic;
  - Petitioners fail to support assumptions to support the budget with documentation and/or notes; and
  - Petitioners fail to adequately fund special education encroachment and other important aspects of the educational program (including free and reduced meals).
- The Petition fails to describe with reasonable comprehensiveness, among other sections:
  - Petitioners' plan to address the needs of pupils who are not achieving at, or above, expected levels, students with disabilities, English learners, or students achieving substantially above or below grade level expectations;
  - Measurable pupil outcomes and means for assessment; and
  - A plan to attract and enroll as student population that reflects the demographic diversity of the District.

IV. FACTUAL FINDINGS

Following review and analysis of the Petition, the Staff Team made the following factual findings:

A. Petitioners are demonstrably unlikely to successfully implement the proposed program. (Ed. Code, § 47605(b)(2).)

The Statute requires Petitioners to show they are demonstrably likely to successfully implement the program set forth in the Petition. (Ed. Code, § 47605(b)(2).)

The Regulations look to whether a petition has presented a realistic financial and operational plan, including the areas of administrative services, financial administration, insurance and facilities. (Cal. Code Regs., tit. 5, § 11967.5.1(c)(1), (c)(3).) In the area of administrative services, the charter or supporting documents must adequately describe: the structure for providing administrative services, accounting and payroll that reflects an understanding of school business practices and expertise to carry out the necessary administrative services, or a reasonable plan and time line to develop and assemble such practices and expertise. (Cal. Code Regs., tit. 5, § 11967.5.1(c)(3)(A)(1).) For any contract services, the Regulations require a description of the criteria for the selection of a contractor or contractors that demonstrate necessary expertise and the procedure for selection of the contractor or contractors. (Cal. Code Regs., tit. 5, § 11967.5.1(c)(3)(A)(2).)

Under section 11967.5.1(c)(3)(B), an unrealistic financial and operational plan for the proposed charter exists when the charter or supporting documents do not adequately include, at a minimum, the first year operational budget, start-up costs, and cash flow, and financial projections for the first three years with reasonable estimates of all anticipated revenues and expenditures, necessary to operate the school. The budget must include budget notes that clearly describe assumptions on revenue estimates, including, but not limited to, the basis for ADA estimates and staffing levels. The budget must, in its totality, appear viable, and it must, over a period of no less than two years of operations, provide for the amassing of a reserve equivalent to that required by law for a school district of similar size to the proposed charter school.

Under section 11967.5.1(c)(3)(C), the Regulations require, in the area of insurance, for the charter and supporting documents to adequately provide for the acquisition of and budgeting for general liability, workers compensations, and other necessary insurance of the type and in the amounts required for an enterprise of similar purpose and circumstance.

Based on the following enumerated findings, the Staff Team concludes Petitioners are demonstrably unlikely to successfully implement the program set forth in the Petition.

1. Lack of Realistic and Sound Financial and Operating Plan

Pursuant to section 11967.5.1(c)(3)(B), an unrealistic financial and operational plan for the proposed charter exists when the charter or supporting documents do not adequately:

- Include, at a minimum, the first year operational budget, start-up costs, and cash flow, and financial projections for the first three years.
- Include in the operational budget reasonable estimates of all anticipated revenues and expenditures, necessary to operate the school including, but not limited to, special education, based, when possible, on historical data from schools or school districts of similar type, size, and location.
- Include budget notes that clearly describe assumptions on revenue estimates, including, but not limited to, the basis for average daily attendance estimates and staffing levels.
- Present a budget that in its totality appears viable over a period of no less than two years of operations provides for the amassing of a reserve required by law for a school district of similar size to the proposed charter school.

- Demonstrate an understanding of the timing of receipts of various revenues and their relative relationship to timing of expenditures that are within reasonable parameters, based, when possible, on historical data from schools or school districts of similar type, size and location.

In order to properly analyze the planning budget, the petitioners must present information and documentation to demonstrate a budget based on sound and verifiable data. The financial notes and budget assumptions in support of the Petition are demonstrably deficient. Detailed budget notes that clearly describe budget assumptions were not presented; and, the information submitted does not support Petitioners' anticipated revenues and expenditures. Detailed budget notes and assumptions, tables, and detailed financial analysis specific to the proposed charter school are necessary to demonstrate that Petitioners' revenue and expenditure estimates re reasonable and based on sound, documented assumptions.

The Petition does not present a sound, realistic financial and operational plan. In order to successfully implement the program, the charter petition must be supported by an adequate financial plan. Petitioners' Budget and financials are inadequate as follows:

REVENUE

Lack of Supporting Documentation: The assumptions on the Budget are minimal and make it extremely difficult to analyze the information. A typical budget/multi-year projection includes much more extensive supporting documentation and descriptions of the notes and assumptions that were relied upon to create the projections. Here, SASC has provided a brief "Explanation" page which appears to merely be a simple recap of information, without any meaningful documentation.

State Aid: State apportionment revenue based on student attendance represents a material portion of total revenues. While the Budget model identifies grade levels and a projected average daily attendance of 556, it does not provide the amount per pupil used to calculate State Aid or Property Taxes. Therefore, there is no method to verify the revenue assumptions for State Aid, Education Protection Account (EPA) or In lieu Property Tax other than simply dividing the revenue number listed by the ADA. While this may result in a mathematical calculation, no information is listed for comparison.

Further, it is assumed SASV would be funded by the State LCFF. However, there is no mention of the LCFF calculation, nor is there any mention of having used the LCFF model calculator which is used by school districts and charter schools throughout the State.

In addition, as discussed below, the per pupil revenue based upon a projection of 556 students is not supported by adequate detail as to how the charter school will achieve its projected enrollment. For example, attendance rate is an area that significantly affects the revenues and expenditures of charter schools. Detailed budget notes that clearly describe assumptions on revenue estimates, including, but not limited to, the basis for average daily attendance estimates and staffing levels as required by Title 5 of the California Code of Regulations, section 11967.5.1 (c)(3)(B) were not presented within the SASV's budget notes or budget assumptions that would support the charter school's anticipated enrollment.

Federal Funding: The Budget model provides no information on how Federal or Other State Revenue funding is calculated. Therefore, there is no method to determine the accuracy or reasonableness of this projected revenue.

Other Local Funding:

A total of $100,000 is listed as Revenue from "Fundraiser/Donations". However, once again, o information is provided to indicate how this revenue will actually be generated. Moreover, this line item comprises a significant portion of the proposed start-up revenue. However, donations and fundraising amounts are speculative at best. The timing of receipt of revenues is a critical factor for educational organizations. Management of cash flow is extremely critical for the charter school. There is no indication in the Budget or Petition that these funds are in-hand and available for immediate use upon opening the proposed school.

EXPENDITURES

Salaries and Employee Benefits:

- 34 full-time employees (FTE) are listed for Certificated FTE's. However, no breakdown is provided concerning how many of these FTE's are teachers, administrators or support personnel. Using the estimated enrollment divided by 34 FTE's results in an enrollment to FTE ratio of 17.21. There is simply inadequate information to determine whether the proposed FTE budget is sufficient to support the educational program.

- The total Certificated Salary budget of $1,878,875 divided by 34 FTE's results in an average salary of $55,261. However, no salary schedule, or scatter-gram, is provided to verify the accuracy of this Budget.

- 3 FTE's are listed for Classified FTE's. Again, there is no breakdown provided concerning how many FTE's are in which classified position(s).

- The total Classified Salary budget of $158,100 divided by 3 FTE's results in an average salary of $52,700. Again, there is no salary schedule, or scatter-gram provided to verify the accuracy of this budget.

- While the common categories of Employee Benefits are listed on the Budget model, there are no percentages or rates provided. In addition, there is no indication as to how the percentages/rates were applied to the various categories of FTE's – teachers, administrator, classified, etc.

- The Health and Welfare Benefits budget totals $240,500. However, there is no plan or rate information provided. Therefore, there is no method to determine the reasonableness of this amount.

- Based on Title 5 of the California Code of Regulations, section 11967.5.1(c)(3)(B), the Budget notes and assumptions wholly fails describe assumptions for anticipated costs of employee salaries or benefits.

Books and Supplies:

- The Books and Supplies budget totals $347,015 for year 1 and decreases substantially in years 2 and 3. This year 1 allocation equates to approximately $593 per student based on the stated enrollment of 585. However, no detail is provided to determine how this budget was derived. The type and number of textbooks and reference materials to be purchased is not defined. No budget notes or assumptions are written within the charter Petition to support, define and substantiate the

expenditures for books and supplies. The allocated funds also appear inadequate particularly in light of the student population to be served, including grades 6-12 which require substantially higher textbook expenditures.

- Nor does the Budget identify the types of equipment the charter school intends to purchase, and whether that equipment meets the demands of the proposed educational program.

- Without detailed supporting documentation identifying the costs associated with Books and Supplies, this analysis cannot determine if the estimated cost for books and supplies is reasonable.

Services and Other Operating Expenditures:

- The Services & Other Operating Expenses budget totals $689,165. This equates to approximately $1,178 per student based on the stated enrollment of 585. However, no detail is provided to determine how this budget was derived and therefore there is no method to determine its reasonableness. In addition, no information was provided related to Insurance or Utilities budgeted amounts.

- 5 CCR section 11967.5.1(c)(3)(A) states, "An unrealistic financial and operational plan is one to which any or all of the following applies: In the area of administrative services, the charter or supporting documents do not adequately: Describe the structure for providing administrative services, including, at a minimum, personnel transactions, accounting and payroll that reflects an understanding of school business practices and expertise to carry out the necessary administrative services, or reasonable plan and time line to develop and assemble such practices and expertise. For any contract services, describe criteria for the selection of a contractor or contractors that demonstrate necessary expertise and the procedure for selection of the contractor or contractors."

- The Petition does not provide a description of the manner for providing for administrative services and does not provide any criteria or process for selection of contractors. The charter Petition and supporting documents do not adequately comply with Title 5 of the California Code of Regulations, section 11967.5.1(c)(3)(A) and therefore present an unrealistic financial and operational plan.

B. The Petition fails to set forth reasonably comprehensive descriptions of many charter elements. (Ed. Code, § 47605(b)(5).)

Education Code section 47605, subdivisions (b)(5)(A) through (P) require a petition to include reasonably comprehensive descriptions of numerous elements of the proposed charter school plan. The Regulations require that reasonably comprehensive descriptions:

- Are substantive, and are not, for example, a listing of topics with little elaboration.

- Address not merely some, but all, aspects of multidimensional elements.

- Are specific to the charter petition being proposed, not to charter schools or charter petitions generally.

- Explain, as applicable among the different elements, how the charter school will:

- Improve pupil learning.
- Increase learning opportunities for its pupils, particularly pupils who have been identified as academically low achieving.
- Provide parents, guardians, and pupils with expanded educational opportunities.
- Hold itself accountable for measurable, performance-based pupil outcomes.
- Provide vigorous competition with other public school options available to parents, guardians, and students.

(Cal. Code Regs., tit. 5, § 11967.5.1(g).)

The Staff Team finds that the Petition fails to provide reasonably comprehensive descriptions of many of the required elements, as identified above and described below.

1. Element 1 – Educational Program

The Statute and Regulations provide various factors for considering whether a charter petition provides a reasonably comprehensive description of the educational program of the school, including, but not limited to, a description of the following: the charter school's target population, the mission statement, the instructional approach, the basic learning environment or environments, the curriculum and teaching methods that will enable the school's students to meet state standards, how the charter school will identify and respond to the needs of pupils who are not achieving at or above expected levels, how the charter school will meet the needs of student with disabilities, English learners, students achieving substantially above or below grade level expectations, and the charter school's special education plan, the process to be used to identify students who may qualify for special education programs and services, how the school will provide or access special education programs and services, and the school's understanding of its responsibilities under law for special education pupils, and how the school intends to meet those responsibilities. (Ed. Code, § 47605(b)(5)(A); Cal. Code Regs., tit. 5, § 11967.5.1(f)(1).)

Based on the following enumerated findings, the Staff Team concludes the Petition does not contain a sufficient description of the charter school's proposed educational program.

a. Community Need for Charter Schools

- The Petition quotes the governor's statement from 2005 ". . . increase the number of STEM graduates at all levels, especially among Hispanics …". However, the Petition fails to state how it will achieve this goal.
- The Petition indicates SASV advanced programs in math, Engineering, Electives & Clubs are for high achieving students only and fails to explain how low achieving students can benefit or have the opportunity to participate in these programs.
- Many of the courses mentioned in the Petition are offered in District and other local charter school. The Petition fails to describe how the SAVC courses differ from what is already offered to District students.
- The Petition fails to adequately describe SASV's comprehensive – multi faceted education for minority and socio-economically disadvantaged population.
- According to its website, *Get Ready for Life (GRFL)* and *College Membership and Leadership Program (CMLP)* are programs that belong to Magnolia Science Academy.

The Petition fails to explain how SASV will be able to provide and use these programs. In addition, the Petition fails to identify the programs SASV will implement for the elementary level students?

- No comparison information is provided for the proposed elementary program. For example, the Petition includes a table for secondary schools in close proximity but there is no such table for elementary schools.

b. Student Population Served

- The Petition indicates the proposed charter school will open with enrollment of 585 students. However, as discussed in greater depth below, the Petition heavily favors high-achieving students and therefore does not promote a program intended to support the enrollment of a student population that reflects the demographic diversity of the corresponding district community. For example, without explanation the Petition assumes that low income and socio-economically disadvantaged families are low achieving students. Moreover, according to the Petition, only two (2) programs will be offered to low-achieving students: "free after-school tutoring and home visit programs." However, the school will "appeal to high-achieving students" with eight (8) Advanced Studies Programs? There is no explanation in the Petition for the assumption that low-achieving students from low income and socio economically disadvantaged families will not qualifying to participate in the Advanced Studies Programs?

c. Goals and Philosophy

- Bullet three of the Petition states there will be "a supportive and caring environment with small class sizes" but on page 14 of the Petition, last paragraph it states that there will be approximately 30 students per class. By state standards, 30 students per class does not constitute a small class size.

- The *Blended Learning* section states "…after enrollment all students are assessed for placement into the right program…" However the Petition does not describe the process used to assess each student or the types of programs referenced.

- The Petition states there will be three different tracks per grade level, but does not describe what the tracks consist of and how differentiations will be made.

- The Petition states that students will be divided into three groups in each classroom and that teachers will deliver instructions by group on a rotation model, requiring students to work 2/3 of their day independently on assignments, quizzes, and homework. Students will take pretests before chapters and units in order in order to be allowed to skip contents in order to progress faster. The Petition does not state how these students are grouped or how students obtain the instruction they need by only having instruction from a teacher 1/3 of their day. Moreover, the 1/3 of their day model for actual instruction by a teacher leaves open the question of how the needs of students in Special Education students and EL students who will require more individualized instruction will be met.

- The Petition does not identify who monitors the students when students are receiving online intervention programs.

- The Petition also fails to establish how students have access to elective classes, clubs, and fun courses if they are in intervention programs or how Gifted, Special Education, and EL students will be selected for teams and clubs.

- The Petition state that SASV is considering using PLATO as the online curriculum for all subject areas. However, only 9 courses are identified as written for Common Core. The Petition does not include a determination that PLATO meets the curricular requirements of Common Core.

- The Petition does not include any information regarding the Petitioners ability to serve students in grades K-5.

- The actions proposed to accomplish the goals for the Charter's LCAP are not specific in terms of desired results and how to measure them. The actions do not contain specific timelines for completion.

- There is no mention of NGSS, ELD or ISTE Standards. The STEM curriculum is not evident. For example, the Petition does not state how the STEM program into the curriculum across grade levels.

- In *Table 3 – Charter School annual Goals & Action to Achieve Annual Goals* there are no goals or priorities for the Special Education students or their families.

- The LCAP Goals on pages 20-27 do not include metrics to evaluate their implementation as required by the CDE LCAP Template for public and Charter Schools.

- What is SASV's instructional support for EL students since the newly adopted ELD standards are not mentioned in the Petition.

- The Petition has no mention of a plan or strategies on how SASV will implement CCSS for academic content and establish local performance standards for the various subjects.

- There is no mention of assessments for Science or History.

- The Petition does not state the criteria for classifying or reclassifying EL students in accordance to the State guidelines.

d. <u>Instructional Design</u>

- Blended learning is stated as "research-based, proven educational program, has been shaped by highly successful STEM focused charter schools." However, the Petition does not provide any examples of these schools on which SASV's blended learning approach will be modeled.

- The Petition is inconsistent as to differentiated learning. For example, this section of the Petition implies that differentiated instruction is insufficient in meeting the wide range of academic abilities in the classroom, yet in earlier text in the Petition describes a mode of differentiated instruction (3 groups).

- Online learning appears to be presented as intervention or supplemental/enrichment, yet in a previous section in the Petition appeared to be part of the core teaching practice.

- The Petition is not clear if teachers will be monitoring student placement in and out of "remedial support" and how does the online support "differentiate" for the individual needs of each student?

- The Petition does not clarify how *Flexible Time and Learning Environment* apply to benefit a student who doesn't have access to online programs while away from school.

- The Petition does not state how data from the NWEA MAP assessment drive instruction in Engineering, Technology, and STEM more holistically.

- The Petition does not state how students in targeted intervention classes are offered electives.

- The Petition does not state how CAHSEE Prep classes for all 10th graders fit into their schedules and next steps if a student does not pass the exam.

- The Petition states that "SASV teachers have visited students in their homes to enhance Learning" and "More than 150 visits to student homes have been conducted by the SASV staff in the first two years of the school. SASV staff uses an "Activity Module" in its school information system …" Given that there are no students enrolled in SASV, it is unclear how SASV has accomplished this as it does not have a charter at this time.
- SASV states that the AP classes that will be offered will be taught with college textbooks in which students will be taking college exams and give college credits. The Petition does not provide information regarding the Accreditation of SASV to teach these courses. Nor does the budget account for the costs of college textbooks.

- Pg. 37 SASV list that students enrolled in their various Math courses fulfill the UC math course B Requirement but isn't this actually C Requirement?

- The Petition does not contain the criteria used by SASV to identify gifted and highly gifted students. Moreover, SASV states in the application that A+ (Advanced STEM) is for gifted/highly gifted students. The Petition fails to state why this program is only available for the gifted and highly gifted students.

e. <u>Curriculum</u>

- The section on Elementary Curriculum discusses instructional practices, strategies and approaches but there is no connection to curriculum. The Petition does not include a defined map for the different curricular areas for elementary programs. In addition, there is no mention of Designated or Integrated English Language Development,

- The entire curriculum section raises numerous unanswered questions, including:

    - What is SASVs intervention in the Middle School curriculum?

- How is Engineering integrated into course curricula?

- What about SMPs, of which procedural skills are a subset? Why is this not a part of the Middle School Math Curriculum? Again it appears under the Middle School Math Curriculum that only the gifted and highly gifted students will be able to participate in after school programs.

- How are Science Middle School courses in grades 6-8 (Earth, Life, Chemistry/Physics) different than the current sequence and how will they support STEM education?

- Middle School English Language Arts first three paragraphs are copied exactly from the Elementary English Language Arts are not appropriate for Middle School.

- In Early Intervention SASV will use the *Dedicated Time Intervention Model*. What exactly is this model and how will it be used at SASV?

- What is the curriculum SASV has in place for intervention? What is the systematic way of identifying students that need intervention will SASV using?

- SASV states that Physical Education/Health for grades 6-8 are courses offered as electives. The Petition does not state how its program will meet the state requirements for all students?

- "Advanced" Diploma is equal to SCUSD high school diploma in the number of credits earned. SASV's "Standard" Diploma is below the SCUSD criteria and therefore the students are not expected to have the same base that SCUSD students are required to meet. Why are students being awarded "Advanced" or "Honor" Diplomas when students at the other SCUSD high schools who achieve the amount of credits taking the same kinds of classes are awarded regular diplomas?

f. <u>Meeting the Needs of All Students</u>

- The Petition is inconsistent in that I-Ready and Study Island are listed as materials for remedial instruction in Math; however, other materials are listed in previous sections.

- There are no textbooks or materials for non-Core classes listed.

- The needs related to CCSS, NGSS, STEM, ELD, Special Ed and CTE are not reflected as indicators for professional development needs. The Petition does not state the types of professional development SASV be provide and how it plans to assess the needs of the staff at SASV.

- The petition does not outline nor provide descriptions of how teacher leaders will be developed, share and distribute leadership models that will include teacher leaders.

2. Element 2 – Measurable Student Outcomes

The Petition should propose student outcomes that:

- specify skills, knowledge, and attitudes that reflect the school's educational objectives, that can be assessed by objective means that are frequent and sufficiently detailed enough to determine whether students are making satisfactory progress, and that include:
    - the frequency of the objective means of measuring student outcomes should vary according to such factors as grade level, subject matter, the outcome of previous objective measurements, and information that may be collected from anecdotal sources; and
    - objective means of measuring student outcomes must be capable of being used readily to evaluate the effectiveness of and to modify instruction for individual students and groups of students.
- include the school's API growth target, if applicable. (Cal. Code Regs., tit. 5, § 11967.5.1(f)(2).)

The method by which progress toward meeting the student outcomes is measured. (Cal. Code Regs., tit. 5, § 11967.5.1(b)(5)(C).) The method should, at a minimum:

- utilize a variety of assessment tools that are appropriate to the skills, knowledge, or attitudes being assessed, including, at a minimum, tools that employ objective means of assessment;
- include the annual assessment results from the STAR program; and
- outline a plan for collecting, analyzing, and reporting student achievement data to school staff and parents, and for utilizing the data to monitor and improve the charter school's educational program. (Cal. Code Regs., tit. 5, § 11967.5.1(f)(3).)

Based on the following enumerated findings, the Staff Team concludes the Petition does not contain a sufficient description of the charter school's measurable pupil outcomes.

- The EL Master Plan is not included in the Petition documents.
- The CELDT is the state-mandated assessment for all identified EL students in grades TK-12. It is unclear why SASV will first apply NWEA (Northwest Evaluation Association) to initially identify EL students and then use CELDT.
- Similarly, it is unclear why SASV will be relying on the MAP test as a measure of English Language Development proficiency.
- SEI and the Mainstream English Program according to Education Code are two separate programs. Two daily 50 minute blocks of time – one for ELD instruction and the other for students to be immersed in the regular ELA program should be provided. SASV's Petition is unclear on this issue.

- The Petition is unclear about what SASV will do for students needing SDAIE strategies across content areas in grades 6-12.

- The Petition appears to suggest charging fees for impermissible items.

- The entire section 1.7.5 Students with Disabilities, Special Education Program Overview is completely out of compliance. Parents are permitted to request assessment at any time. There are very strict laws, deadlines and timelines that must be followed. There must be a very specific set of assessments and team that assesses the student. In the Petition is states "A 504 team made up of parents, tutors, and teachers are not qualified to do many of the assessments required." It also states "A 504 team may also consider the following information, tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel." A student that qualifies for Special Education does not have a 504 Plan they have an IEP – Individual Education Plan. This lack of understanding of the regulations governing special education calls SASV's expertise into question and suggests that it is not capable of providing required services and supports.

- The Petition state that students are on campus until 6:00 p.m. each day engaged in tutoring, clubs, library labs, competitions etc., but does not describe who is supervising the students on Wednesday while the staff is all in meetings from 2:30-3:30 p.m.

3. **Element 4 – Governance**

The Statute and Regulations provide for a charter petition to identify the governance structure including, at a minimum, evidence of the charter school's incorporation as a non-profit public benefit corporation, if applicable, the organizational and technical designs to reflect a seriousness of purposes to ensure that the school will become and remain a viable enterprise, there will be active and effective representation of interested parties, and the educational program will be successful. (Ed. Code, § 47605(b)(5)(D); Cal. Code Regs., tit. 5, § 11967.5.1(f)(4).) The Statute and Regulations also provide for evidence that parental involvement is encouraged in various ways. (*Ibid.*)

Based on the following enumerated findings, the Staff Team concludes the Petition does not contain a sufficient description of the charter school's governance structure.

a. **Board Legal Compliance**

- The Petition fails to include any substantive description of which laws the Board intends to observe and follow, such as Government Code section 1090, the Political Reform Act, and the California Public Records Act. As a result, the Petition fails to describe how the proposed charter school plans on ensuring compliance with laws that are not acknowledged.

- Further, while the Petition promises compliance with the Brown Act, the Petition is inconsistent with the requirements of the Brown Act with regard to when and where the Board will hold meetings. These inconsistencies demonstrate a lack of understanding of the requirements of the Brown Act.

- SASV states that "Board of Directors shall consist of a minimum of three (3) and a maximum of twenty one (7) voting members". However, the Petition does not contain the maximum number – twenty one or seven voting members

- In addition, What is the length of time the board will be seated, the Petition fails to address the following questions:

  - How does someone become a member of the Board of Directors?

  - Why does SASV not include Administrative personnel that will specifically serve EL, Special Education and students with a 504?

b. **Local Governance and Administration**

- The Petition fails to establish a local governance structure for SASV that enjoys sufficient autonomy to exercise independent judgment from the Magnolia Corporation. There are a variety of places throughout the Petition that highly suggest that the Petitioners remain connected to Magnolia.

c. **Parent Involvement**

- Petitioners do not offer parents the opportunity to participate in the proposed charter school's operation, but rather *expect* their labors as an ostensible requirement to secure a student's enrollment in the proposed charter school. (At p.91).

4. Element 5 – Employee Qualifications

The Statute and Regulations require a charter petition to identify general qualifications for various categories of employees the school anticipates, identify those positions that the charter school regards as key in each category and specify the additional qualifications expected of individuals assigned to those positions, and specify that all employment requirements set forth in applicable provisions of law will be met, including but not limited to credentials as necessary. (Ed. Code, § 47605(b)(5)(E); Cal. Code Regs., tit. 5, § 11967.5.1(f)(5).)

Based on the following enumerated findings, the Staff Team concludes the Petition does not contain a sufficient description of the charter school's employee qualifications.

a. **Descriptions Unrealistic**

- The Petition's description of personnel is inconsistent with the proposed budget documents submitted with the Petition, and does not appear realistic or sustainable.

- The Petition fails to firmly identify how the proposed charter school will be staffed. The ability to determine the reasonableness of descriptions of positions requires a concrete staffing plan, which Petitioners do not provide.

- The Petition fails in numerous instances to dispositively address issues that affect staffing decisions and, in turn, the Staff Team's ability to determine the reasonableness of descriptions of positions. Accordingly, it is unclear whether staff members will be paid to assume additional duties, or whether staff members

will be required to take on additional duties not identified in their job descriptions. It is thus unclear whether the Petition sets forth reasonably comprehensive descriptions of positions.

- In fact, the Petition affirmatively leaves unclear aspects of work duties, which Petitioners apparently intend to fashion at some time in the future. Petitioners did not provide the Employee Handbook.

b. **Compensation Structure**

The Petition places a substantial amount of responsibility on classroom teachers, but budgets only meager salaries for teachers (assuming a straight split of compensation for 34 credentialed FTE). The Petition makes other promises of longer school days without more pay or benefits.

c. **Professional Development**

Similarly, the Petitioners propose professional development, without funding or adequately describing how and when it will be provided to such a busy and small group of teachers. It does not appear from the budget that there is funding sufficient for the trainings for 24 teachers, particularly given the absence of budget notes to explain the allocation of funding.

d. **Qualifications and Advancement**

- The Petition in unclear as to whether Special Education teachers are required to have a Special Education Credential?
- The Petition is unclear as to who will be organizing, writing and holding the IEP meetings with staff and parents.
- The Petition is unclear as to SASV's hiring procedures for hiring Special Education aides.
- The Petition is unclear as to what type of training and ongoing training will be given to Special Education aides.
- The Petition is unclear as to why Special Education aides are restraining "disruptive or dangerous students".
- The Petition is unclear as to what type of Behavioral Plan training SASV will have in place for its teachers and support staff.
- The Petition is unclear as to what type of evaluation procedures are in place to evaluate the Principal, Teachers and other Personnel staff.
- The Petition is unclear as to what SASV's timelines and evaluation forms are for the Administrative staff, teachers and classified personnel?
- The Petition is unclear as to performance pay what it is based on?
- The Petition is unclear as to how and when will SASV staff members earn performance pay in the form of bonuses.

5. Element 7 – Racial and Ethnic Balance

The Statute requires the charter petition to identify the means whereby the charter school will achieve a racial and ethnic balance among its students that is reflective of the authorizing district's general population. (Ed. Code, § 47605(b)(5)(G).)

Based on the following enumerated findings, the Staff Team concludes the Petition does not contain a sufficient description of the charter school's means of ensuring racial and ethnic balance consistent with the District's demographics, particularly in light of Petitioners' inability to enroll student populations reflective of the surrounding communities, as explained below.

- The recruitment efforts that will be used to achieve racial and ethnic balance are also vaguely described, if at all. The listed strategies are not defined with any particularity or reflection upon the District's racial and ethnic make-up or demography and do not identify outreach through means that will reach a diverse student population.

- The Petition identifies inadequate outreach efforts.

- The Petition indicates that "bilingual translators" will be hired; however, there appears to be no budget for this expenditure.

6. Element 8 – Admission Requirements

The Statute and Regulations provide for the charter petition to identify admission requirements that are in compliance with applicable law. (Ed. Code, § 47605(b)(5)(H); Cal. Code Regs., tit. 5, § 11967.5.1(f)(8).)

Based on the following enumerated finding, the Staff Team concludes the Petition does not contain a sufficient description of the charter school's admission requirements.

Admissions policy is confusing as it provides for a single weighted lottery but then identifies six categories of preferred admissions.

- Petitioners are required to achieve racial and ethnic balance that reflects the District's community. However, the Petition sets out requirements that will result, in enrollment of student populations that Petitioners wish to attract, rather than the community as a whole.

7. Element 16 – Closure

The Statute requires the Petition to include a description of the procedures to be used if the charter school closes. The procedures shall ensure a final audit of the school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records.

California Department of Education requires as follows:

> The closeout audit must determine the disposition of all liabilities of the charter school. Charter school closure procedures must also ensure disposal of any net assets remaining after all liabilities of the

charter school have been paid or otherwise addressed. Such disposal includes, but is not limited to:

1. The return of any donated materials and property according to any conditions set when the donations were accepted.

2. The return of any grant and restricted categorical funds to their source according to the terms of the grant or state and federal law.

3. The submission of final expenditure reports for any entitlement grants and the filing of Final Expenditure Reports and Final Performance Reports, as appropriate.

Net assets of the charter school may be transferred to the authorizing entity. However, net assets may be transferred to another public agency such as another public charter school if stated in the corporation's bylaws or through an agreement between the authorizing entity and the charter school.

If the charter school is a nonprofit corporation and the corporation does not have any other functions than operation of the charter school, the corporation should be dissolved according to its bylaws. The corporation's bylaws should address how assets are to be distributed at the closure of the corporation.

Based on the following enumerated findings, the Staff Team concludes the Petition does not contain a sufficient description of the charter school's student closure procedures.

- The Petition's closure procedures do not describe the process of
  - the return of any donated materials and property according to any conditions set when the donations were accepted;
  - the return of any grant and restricted categorical funds to their source according to the terms of the grant or state and federal law;
  - submission of final expenditure reports for any entitlement grants and the filing of Final Expenditure Reports and Final Performance Reports, as appropriate.

8. <u>Additional Provisions</u>

The Petition fails to adequately address several other factors required by the Charter Schools Act, including facilities. As noted above, Petitioners project an enrollment of 585 and ADA of 556. The Petitioners have not stated how they intend to house such a large population of students. Even assuming SASV could remain in the current Magnolia location, that facility is insufficient to house the number of projected students. Nor does the budget adequately provide for the costs fo housing such a large population.

V. STAFF RECOMMENDATION

As set forth above, the Staff Team finds that the Petition fails to meet applicable legal requirements and standards. The Staff Team recommends that the Petition be denied for the following reasons:

- **The Petitioners are demonstrably unlikely to successfully implement the program presented in the Petition within the meaning of Education Code section 47605(b)(2); and**

- **The Petition fails to provide a reasonably comprehensive description of all required elements of a charter petition within the meaning of Education Code section 47605(b)(5).**

The Staff Team's findings with respect to each identified deficiency appear in numbered paragraphs in Section IV and may be adopted by the Board as the written factual findings as required by Education Code section 47605(b).

DATE: January 22, 2015

TYPE OF AGENDA ITEM: **Action**

TO: Board of Trustees

FROM: Stanley Rose III, Ed.D., Superintendent

PREPARED BY: Mark Allgire, Assistant Superintendent, Business Services

SUBJECT: Approval of Board Resolution 15-02 - **"RESOLUTION OF THE BOARD OF EDUCATION OF THE SANTA CLARA UNIFIED SCHOOL DISTRICT REGARDING ITS INTENTION TO REIMBURSE CERTAIN EXPENDITURES FROM PROCEEDS OF TAX-EXEMPT OBLIGATIONS"**

ADMINISTRATIVE SUMMARY:

Staff is working with Government Financial Strategies, Inc. regarding the first issuance of General Obligation Bonds related to the passage of Measure H (2014). The first issuance is currently scheduled for later this spring.

In order to preserve all potential financing options, the District should adopt the attached Resolution authorizing reimbursement of certain expenditures. This action would allow the District to pay for Project expenditures from other District Funds, and be reimbursed, at a later date, from the financing proceeds.

This action will not commit the District to proceed with any action; it merely preserves our ability to be reimbursed from financing proceeds at a later date.

Recommendation

Staff recommends the approval of Resolution No. 15-02.

RESOLUTION NO. 15-02

RESOLUTION OF THE BOARD OF EDUCATION OF THE SANTA CLARA UNIFIED SCHOOL DISTRICT REGARDING ITS INTENTION TO REIMBURSE CERTAIN EXPENDITURES FROM PROCEEDS OF TAX-EXEMPT OBLIGATIONS

WHEREAS, the Santa Clara Unified School District (the "District") intends to acquire, construct, equip, renovate and make improvements to certain public school facilities located in the District (collectively, the "Project"); and

WHEREAS, the District intends to finance the Project or portions of the Project with the proceeds of the sale of obligations in an amount not to exceed $419 million, the interest upon which is excludable from gross income for federal income tax purposes (the "Obligations"); and

WHEREAS, prior to the issuance of the Obligations the District expects to pay certain expenditures (the "Reimbursement Expenditures") in connection with the Project for the purpose of financing costs associated with the Project; and

WHEREAS, the District expects that certain proceeds of the Obligations will be used to reimburse the Reimbursement Expenditures; and

WHEREAS, Section 1.150-2 of the regulations promulgated by the United States Department of Treasury (the "Treasury Regulations") requires the District to declare its reasonable official intent to reimburse prior expenditures for the Project with proceeds of a subsequent borrowing, in such proceeds are to be deemed spent upon the reimbursement allocation, for purposes of federal tax law.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE DISTRICT DOES HEREBY RESOLVE, ORDER AND DETERMINE AS FOLLOWS:

SECTION 1. The Board of Education ("Board") of the District hereby finds and determines that the above recitals are true.

SECTION 2. For purposes of establishing compliance with the requirements of Section 1.150-2 of the Treasury Regulations, the Board hereby declares its official intent to use proceeds of the Obligations to reimburse itself for Reimbursement Expenditures. This declaration does not bind the District to make any expenditure, incur any indebtedness, or proceed with the Project. Exhibit A describes the general character, type, purpose and function of the Project.

SECTION 3. This Resolution is being adopted no later than 60 days after the date on which the District will expend moneys for the portion of the Project costs to be reimbursed from proceeds of the Obligations.

SECTION 4. The District will make a reimbursement allocation, which is a written allocation that evidences the District's use of proceeds of the Obligations to reimburse a Reimbursement Expenditure, no later than 18 months after the later of (1) the date on which the Reimbursement Expenditure is paid; or (2) the date the Project is placed in service or abandoned, but in no event more than three years after the date on which the Reimbursement Expenditures is paid.

SECTION 5. The limitations described in Section 4 and Section 5 do not apply to (a) costs of issuance of the Obligations, (b) an amount not in excess of the lesser of $100,000 or five percent (5%) of the proceeds of the Obligations, or (c) any preliminary expenditures, such as architectural, engineering, surveying, soil testing, and similar costs other than land acquisition, site preparation, and similar costs incident to commencement of construction, not in excess of twenty percent (20%) of the aggregate issue price of the Obligations that finances the Project for which the preliminary expenditures were incurred.

SECTION 6. This Resolution shall take effect from and after its adoption.

PASSED and ADOPTED this 22nd day of January, 2015, by the Santa Clara Unified School District Board of Education, Santa Clara County, California.

AYES:
NAYS:
ABSTAIN:
ABSENT:

BOARD OF EDUCATION OF THE
SANTA CLARA UNIFIED SCHOOL DISTRICT

_____
Board President
Santa Clara Unified School District

ATTEST:

_____
Secretary to the Board
Santa Clara Unified School District

EXHIBIT A

DESCRIPTION OF PROJECT

The Project includes the costs of repairing or replacing deteriorating roofs, plumbing and wiring, removing asbestos, lead and hazardous materials; upgrading outdated classrooms and career training facilities to support 21st century learning and prepare students for college and careers; acquiring, renovating, constructing/equipping classrooms and facilities to relieve overcrowding and attract quality teachers, within the boundaries of the Santa Clara Unified School District. In addition, the Project includes all necessary legal, financial, architectural, environmental, engineering and contingent costs in connection therewith, as well as costs of issuance of the Obligations.

DATE:	January 22, 2015
ITEM TYPE:	**ACTION**
TO:	Stanley Rose III, Ed. D., Superintendent
FROM:	Mark Allgire, Assistant Superintendent, Business Services
PREPARED BY:	Larry Adams, Director, School Bond Projects
SUBJECT:	Approve license agreements with Autodesk, Inc. for "Constructware" and related project management software, Ideate, Inc. for infrastructure and building design software and Colbi Technologies for "Account-Ability" capital budgeting software.

Scope:

This approval includes three groups of software applications to manage the District's capital improvement program. Total program funding, including current and future capital funding sources, may exceed $450,000,000.

The first group includes Autodesk "Constructware" and "BIM 360" applications. The District has been using Constructware as its project management information system since 2005. This approval extends the license for three more years. The BIM 360 suite extends building information modeling and 3D design review and collaboration capability to the extended team including district staff, architects, construction managers and contractors. These licenses are procured directly from Autodesk, Inc.

The second group of applications includes suites of programs for infrastructure and building design including Autodesk AutoCAD Civil 3D, Revit, AutoCAD Architecture, Navisworks and various utility programs. These programs will provide the tools for staff to develop reliable feasibility studies, to model multiple facility improvement options and to quickly render realistic views and video models for stakeholder review and to communicate requirements to design firms. These applications will also enable staff to quickly perform environmental simulations to optimize energy use. These applications are procured from Ideate, Inc., a local re-seller.

The third application is a cloud-based capital program planning, budgeting and cost control system specifically developed for California schools. This application will enable staff to simultaneously manage multi-year capital project budgets and accurate fiscal-year budgets. The new Bond Program will be required to manage and coordinate four bond funds, the developer fee fund, and one or more grant programs. The application will track these funding sources as well as generate multiple scenarios for the use of those funds for various facility development and improvement options. Standard reports include multiple reports for Independent Citizens' Oversight Committees. This license is procured directly from Cobi Technologies, Inc.

Cost / Schedule:

Group 1:

Constructware, 3 years	$166,894.92
BIM 360 (Field, Glue), 2 years	$93,552.00

Group 2:

Autodesk Infrastructure Design Suite Premium 2015; Autodesk Building Design Suite Premium 2015, 3 years	$22,735.00

Group 3:

Colbi Technologies Inc. Account-Ability, 5 years; ($125,000.00 1st year, $60,000.00/year, years 2 to 5)	$125,000.00

PROCESS:

Staff has been engaged in research, interviews, demonstrations and prototyping project management, collaboration, accounting and design applications for over a year in anticipation of making this recommendation.

RECOMMENDATION:

Staff recommends approval of license agreements with Autodesk, Inc. for "Constructware" and related project management software, Ideate, Inc. for infrastructure and building design software and Colbi Technologies for "Account-Ability" capital budgeting software as presented.

FINANCIAL IMPACT:

Funding will be provided by Measure H-2014 (Fund 213).

ORDER DETAILS:

Product Line	Product Type	License Type	Duration	Units	Quote Unit Price*	Quote Price*	Line Item Description
Autodesk Constructware 29020-459385-3303	Cloud Service Subscription	Renewal	None	36.00	USD 4,635.97	USD 166,894.92	Constructware 5-User Pack, 100-199 User Level-150 users-3 year term

TOTALS*: USD 166,894.92

*PLEASE NOTE THAT THE ABOVE QUOTED PRICES ARE EXCLUSIVE OF ALL/ANY APPLICABLE SHIPPING OR DELIVERY COSTS, TAX, LEVY OR SIMILAR GOVERNMENTAL CHARGE WHICH SHALL BE ADDITIONALLY PAYABLE BY CUSTOMER SUBJECT TO AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS ATTACHED TO THIS QUOTE FORM.

CONTRACT DETAILS:

Site/Project Name: scusd
Project Size:
Term Start Date: 12/12/2014
Payment Terms: N30
Subscription Agreement:
Additional Agreement Numbers:
VAT/GST Code or Number:
Description:

Total Users: 150
Total Users Capacity: 150.00
Term End Date: 12/11/2017
Currency: USD

ORDER DETAILS:

Product Line	Product Type	License Type	Duration	Units	Quote Unit Price*	Quote Price*	Line Item Description
Autodesk BIM 360 Field 85848-ENTFLD-3004	Cloud Service Subscription	New	2 years	24.00	USD 2,888.00	USD 69,312.00	BIM 360 Field Enterprise - Unlimited Users - Unlimited Projects - 2 years
Autodesk BIM 360 Glue 92948-ENTGLU-4004	Cloud Service Subscription	New	2 years	24.00	USD 1,010.00	USD 24,240.00	BIM 360 Glue Enterprise - Unlimited Users - Unlimited Projects - 2 years

TOTALS*: USD 93,552.00

*PLEASE NOTE THAT THE ABOVE QUOTED PRICES ARE EXCLUSIVE OF ALL/ANY APPLICABLE SHIPPING OR DELIVERY COSTS, TAX, LEVY OR SIMILAR GOVERNMENTAL CHARGE WHICH SHALL BE ADDITIONALLY PAYABLE BY CUSTOMER SUBJECT TO AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS ATTACHED TO THIS QUOTE FORM.

CONTRACT DETAILS:

Site/Project Name: Santa Clara Unified School District

Total Users: Unlimited

Project Size: USD 84,000,000.00

Total Users Capacity:

Term Start Date:

Term End Date:

Payment Terms: N30

Currency: USD

Subscription Agreement:

Additional Agreement Numbers:

VAT/GST Code or Number:

Description:

Autodesk Direct Order Terms and Conditions

These Direct Order Terms and Conditions together with the applicable Terms of Use (as defined below) govern the attached quote for products and/or services issued by the Autodesk company specifically identified below ("Autodesk"). Upon signature by the authorized representative of the entity whose information is set forth in the quote ("Customer"), these terms and conditions together with the applicable Terms of Use that accompany the products and/or services being purchased, form a binding agreement between Autodesk and Customer ("Agreement"). This Agreement is effective as of the date signed by Customer.

1. Payment. Payment is due thirty (30) days from date of invoice, unless otherwise stated on the attached quote, and shall be subject to Autodesk credit approval. Any payment overdue will be subject to interest charges which shall accrue at a rate of one percent (1.5%) per month (18% annually), or the maximum rate permitted by law, whichever is less, from the due date until the total invoice amount has been paid in full. Autodesk term-based products and web-based services are generally made available by Autodesk on an annual term basis; however, Autodesk may, at its sole discretion, make certain term-based products and web-based services available on a month-to-month order basis. If the products and services in the attached quote are term-based products or services that are made available by Autodesk monthly and ordered on a month-to-month basis, Customer agrees to pay the monthly fee in advance after receipt of an Autodesk invoice; if Customer fails to timely pay the fee, Autodesk may terminate the availability of those products and/or services to Customer. Any month-to-month term shall automatically renew each month for an additional month but such renewals shall not exceed a total of twelve (12) months, and shall terminate automatically either when Customer i) fails to pay the fee when due; ii) notifies Autodesk with at least 10 days advance written notice that it does not intend to continue with the product and/or service for the following month; or iii) upon completion of twelve (12) months of the product and/or service. The monthly fee will be prorated for the first partial month of product and/or service, as applicable.

2. Prices, Fees and Taxes. All prices and amounts payable by Customer under this Agreement are exclusive of any tax, levy or similar governmental charge that may be assessed by any jurisdiction, including, without limitation, any federal, state or local sales, excise, use or goods and services taxes, or the equivalent, whether based on the delivery, possession or use of the products or services, the execution or performance of the Agreement or otherwise ("Taxes"), except for net income, net worth or franchise taxes assessed on Autodesk. Any such Taxes to be collected by Autodesk shall be the responsibility of the Customer, and shall appear as a separate item on Customer's invoice (unless Autodesk receives a valid tax exemption certificate from Customer prior to shipment).

3. Delivery. Any products in the attached quote to be shipped to Customer shall be delivered to Customer or its carrier agent duty unpaid, and Customer shall bear all applicable Taxes, duties and similar charges that may be assessed after delivery to the carrier at Autodesk's plant. Unless otherwise instructed in writing by Customer, Autodesk shall select and instruct the carrier as to these agreed terms. All freight, insurance, and other shipping expenses, as well as any special packing expense, shall be paid by Customer. Autodesk will use reasonable commercial efforts to minimize delivery delays; however, Customer's sole remedy if any scheduled delivery is delayed for more than sixty (60) days will be to cancel this agreement in writing, without further liability to either party. With respect to shipment of products within the United States, Autodesk shall ship products to fulfill this order FCA (Incoterms 2010) to Customer destinations within the United States as designated in this order. With respect to shipment of products within Canada, Autodesk shall ship products to fulfill this order DDP (Incoterms 2010) to Customer destinations within Canada as designated in this order. With respect to shipment of products within Latin America, Autodesk shall ship products to fulfill this order Ex Works (Incoterms 2010) to Customer destinations within Latin America as designated in this order. Notwithstanding the foregoing, Autodesk reserves the right to fulfill software product and/or service orders in the attached quote by making such software products or services available to Customer for download from a website designated by Autodesk or accessible via a link, and (where applicable) by sending valid corresponding serial numbers for those Products or Services to Customer. In this case, delivery shall occur when such electronic (remote) access to the Products or Services has been made available for download or has been made accessible via a link to Customer, or (where applicable) valid corresponding serial numbers have been sent to the email address supplied by Customer with the order. Where applicable, Customer shall be responsible for importing Products fulfilled electronically into the Customer's country.

4. Terms of Use for Products and/or Services Purchased. All references in these terms and conditions and the attached quote to the sale, selling, quote or purchase of "products" which are software programs shall mean the sale of the applicable end user license to use with respect to software programs. Customer agrees to use each product and/or service purchased hereunder in accordance with the terms and conditions ("Terms of Use") that accompany, or are otherwise designated by Autodesk as governing the use of, such product or services and that are available at the following website(s) or any successor or other website or location as may be designated by Autodesk: .

- If Customer is purchasing licenses to use Autodesk software programs: http://usa.autodesk.com/adsk/servlet/index?siteID=123112&id=10235425
- If Customer is purchasing Subscription for Autodesk software programs: www.autodesk.com/terms
- If Customer is purchasing web-based services: http://autodesk.com/termsofservice

- If Customer is purchasing consulting or training services: http://usa.autodesk.com/legal-notices-trademarks/

5. **Limitation of Liability.** THE MAXIMUM CUMULATIVE AND AGGREGATE LIABILITY OF AUTODESK AND ITS AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, AND THEIR EMPLOYEES, OFFICERS, AND DIRECTORS, FOR ALL COSTS, LOSSES OR DAMAGES FROM CLAIMS ARISING UNDER OR RELATED IN ANY WAY TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, IS LIMITED TO CUSTOMER'S DIRECT DAMAGES ONLY AND SHALL NOT EXCEED THE TOTAL LICENSE OR OTHER FEES PAID BY THE CUSTOMER TO AUTODESK UP TO A MAXIMUM OF ONE HUNDRED THOUSAND DOLLARS ($100,000.00). FURTHER, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR FOR LOSS OF PROFITS, REVENUES, CONTRACTS, CUSTOMERS, LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, COST OF REPLACEMENT GOODS OR SERVICES, OR FAILURE TO REALIZE EXPECTED COST SAVINGS EVEN IF ADVISED OF THE POSSIBILITY OF SAME OR SAME WERE REASONABLY FORESEEABLE. CUSTOMER ACKNOWLEDGES THAT THE FEES FAIRLY REFLECT THIS ALLOCATION OF RISK. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

6. Export Controls. In conformity with laws and regulations of the United States and other countries relating to international trade, Customer and its employees, agents and third parties shall not disclose, export or re-export, directly or indirectly, any product, documentation or technical data (or direct products thereof) provided under this Agreement to any country, entity or other party which is ineligible to receive such items under U.S. laws and regulations as modified from time to time by the U.S. Department of Commerce or the U.S. Department of the Treasury or under other laws or regulations to which Customer may be subject. Customer shall be solely responsible for (i) complying with those laws and regulations and (ii) monitoring any modifications to them.

7. Confidential Information. Customer shall hold in confidence all pricing and business information disclosed by Autodesk during the term of the Agreement. The obligations of confidentiality shall not extend to a) information which is in the public domain at the time of its transmittal or which subsequently comes into the public domain without violation of an obligation of confidence assumed hereunder; b) information rightfully received from a third party without violation of an obligation of confidence; or c) information which Customer can show to have been in its possession at the time of transmittal.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth in this Agreement. Customer further acknowledges that no additional or different terms or conditions submitted on any purchase order issued by Customer, including any preprinted terms, shall be applicable to this Agreement or binding on Autodesk unless specifically agreed to in writing by an authorized representative of Autodesk. Customer acknowledges and agrees that i) Autodesk is under no obligation to proceed with or implement any Autodesk business or product plans, product roadmaps and proposed products specifications that Autodesk may have discussed with Customer, including those discussed pursuant to confidentiality agreements; ii) any statements by Autodesk, including in connection with such plans, are not intended to be a promise or guarantee of future delivery of products, services or features; and iii) Customer is not making purchasing decisions in reliance on Autodesk statements made in connection with such plans or otherwise. Les parties aux présentes confirment leur volonté à ce que cette entente ainsi que tous les documents qui s'y rattachent, y compris les avis, soient rédigés en anglais.

9. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California, without regard to choice of laws principles. Any litigation between the parties shall be commenced and maintained exclusively in the United States District Court for the Northern District of California in San Francisco or the courts of Marin County, California. The parties expressly submit themselves to the exclusive jurisdiction of such courts. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE APPLICABLE TERMS OF USE, WHICH ARE INCORPORATED HEREIN BY REFERENCE. THE CUSTOMER'S SIGNATURE ON THE QUOTE INDICATES THAT CUSTOMER UNDERSTANDS ALL OF THE TERMS OF THIS AGREEMENT AND AGREES TO BE BOUND BY ITS PROVISIONS.

10. Surviving Provisions. Sections 4, 5, 6, 7, 9 and 10 of these Autodesk direct order terms and conditions shall survive expiration of these terms and conditions.

ideate
From Ideas to Reality

44 Montgomery St., Suite 1000
San Francisco, CA 94104
Toll-Free: 888-662-7238
www.ideateinc.com

Estimate

Date	Estimate #
1/7/2015	62636

Bill To	Ship To
Santa Clara Unified School District 1889 Lawrence Rd Santa Clara CA 95051-2166 United States	Santa Clara Unified School District 1889 Lawrence Rd Santa Clara CA 95051-2166 United States

Sales Rep	Phone	Email	Expires	Terms
Brent Ramos	916-868-6104	brent.ramos@ideateinc.com	1/30/2015	No Terms

Qty	Description	Rate	Total	Tax
1	Autodesk Vehicle Tracking 2015 New Network License (Electronic Download). Mfg# : 955G1-WWR211-1701.	2,495.00	2,495.00	
1	Ideate Discount	-500.00	-500.00	
1	Autodesk Vehicle Tracking (1 year). Mfg# : 95500-00011S-S001.	900.00	900.00	
1	Autodesk Infrastructure Design Suite Premium 2015 New Network License (Electronic Download). Includes: AutoCAD Civil 3D, AutoCAD Map 3D, AutoCAD Utility Design, Raster Design, InfraWorks, Storm and Sanitary Analysis, AutoCAD, ReCap, 3ds Max Design, Revit Structure, Navisworks Simulate, Various Modules, Cloud Services. Mfg# : 786G1-WWR211-1701.	9,180.00	9,180.00	
1	Ideate Discount	-2,647.50	-2,647.50	
1	Multi-Year Subscription. 3 Year Autodesk Subscription with Web Support for Autodesk Infrastructure Design Suite Premium. Mfg# : 78600-000110-S001.	3,300.00	3,300.00	
1	Autodesk Building Design Suite Premium 2015 New Network License (Electronic Download). Includes: Revit Architecture, Revit MEP, Revit Structure, Navisworks Simulate, 3ds Max Design, AutoCAD, AutoCAD Architecture, AutoCAD MEP, AutoCAD Structural Detailing, Showcase, ReCap, Raster Design, Cloud Services. Mfg# : 765G1-WWR211-1701.	8,530.00	8,530.00	
1	Ideate Discount	-2,647.50	-2,647.50	
1	Multi-Year Subscription. 3 Year Autodesk Subscription with Web Support for Autodesk Building Design Suite Premium. Mfg# : 765D1-000110-S001.	3,075.00	3,075.00	
1	Autodesk Infraworks 360 - companion 2015 New Standalone License Annual Desktop Subscription with Autodesk Advanced Support (Electronic Download). Mfg# : 976G1-WW1751-T362.	1,050.00	1,050.00	
	The Software part(s) on this estimate/order is non-taxable due to the fact that no physical software is being received. You will either download the software or use existing software that was previously downloaded. You have indicated that this is the method that you will use the software. This applies to customers in the state of CA only.			
	All licenses are subject to Autodesk License and Services Agreement			

RETURN POLICY: Returns on software, subscription, and hardware must be done within 30 days of the purchase date. No returns on opened software and hardware. Returned items are subject to a 25% restocking fee.

Total	$22,735.00

SOFTWARE LICENSING AGREEMENT

BETWEEN COLBI TECHNOLOGIES, INC.
AND THE
SANTA CLARA UNIFIED SCHOOL DISTRICT

Colbi Technologies, Inc., hereinafter referred to as "Licensor", and the Santa Clara Unified School District, hereinafter referred to as "Licensee", in consideration of the promises made herein, agree as follows:

ARTICLE 1. DEFINITIONS

Software

Section 1.01. The "Software" referred to herein consists of a Web-Enabled computer program for school construction project accounting known as *Account-Ability*™, Version 4.6.

a) The "Client Software" referred to herein consists of a Citrix Client that executes on each user's computer hardware.

b) The "Program" referred to herein consists of the Software and/or the Client Software.

Designated Hardware

Section 1.02. "Designated Hardware" shall consist of the hardware on which the Client Software shall be installed and shall meet the minimum hardware and software requirements as specified in Exhibit A, attached hereto and incorporated herein by reference.

ARTICLE 2. LICENSE GRANT AND LIMITATIONS

Grant of License

Section 2.01.
(a) Pursuant to this Agreement, Licensee may and is hereby licensed to use the Program on the designated hardware.

(b) Any portion of this Software that is merged into another program by the Licensor shall continue to be subject to the terms and conditions of this Agreement.

(c) Licensee agrees not to use, copy, or modify the Software or any copy, modification, or merged portion, in whole or in part, except as expressly provided for in this Agreement.

(d) Licensee agrees not to sublicense, assign, or transfer the license granted by this Agreement or the Program except as expressly provided herein, and that any attempt to do so in any way other than expressly provided herein shall be null and void and constitute a material breach of this agreement.

Use of Program

Section 2.02. Licensee agrees to use the Program for its sole and exclusive benefit.

Section 2.03. Licensee agrees that all third parties are prohibited from use without the express written consent of Licensor. "Third parties," as used in this Agreement, means persons or entities that are not affiliated with Licensee as either authorized employees or agents.

Use on Designated Hardware

Section 2.04.
(a) Licensee may install and use the Client Software to access the Software on hardware that meets or exceeds the specifications for the minimum hardware and software requirements, attached hereto and incorporated herein by reference as Exhibit A.

(b) The Software runs on a server controlled and serviced by Licensor at Licensor's Hosting Site. Licensor reserves the right to relocate the Hosting Site at its sole discretion

Copies

Section 2.05. Licensee shall not copy any portion of the Software.

Licensee's Responsibilities

Section 2.06.
(a) Licensee shall be exclusively responsible for the supervision, management, and control of its use of the Software, including, but not limited to:

(1) Assuring proper configuration of the Designated Hardware and related equipment or devices,

(2) Establishing appropriate operating methods, and

(3) Implementing procedures sufficient to satisfy its obligations for security under this Agreement, including appropriate action between it and its employees or agents to prevent misuse, unauthorized copying, modification, or disclosure of the Software.

(b) Licensee shall promptly notify Licensor regarding any issues or comments that may arise with regard to the installation and use of the Software, including any suggestions that the Licensee may have for its improvement.

Licensor's Responsibilities

Section 2.07.
(a) Technical services shall be provided by Licensor in connection with the initial installation and configuration of the Program at Licensee's site at no charge other than reimbursement for reasonable travel and lodging expenses. Licensor shall provide advance notice of any travel and lodging costs.

(b) The Licensor shall provide Support Services to the Licensee as described in this Agreement and the Account-Ability™ Schedule of Software Services as published from time to time by Licensor, a current copy of which is attached as Exhibit B and incorporated herein.

(c) Services provided do not include on-site system engineering or networking services of any kind.

Services shall not be provided for any problems, defects or errors in the Software that are caused by Licensee's use of the Software in an environment, or in a manner, not approved by the Licensor.

License Period

Section 2.08. The license granted herein shall remain in force for the useful life of the Software, unless terminated prior to that time as provided herein.

(a) The Licensee has chosen to purchase an Archive Exit Plan at the initial installation of the Software. The Archive Exit Plan is described in the Account-Ability™ Schedule of Software Services published from time to time by Licensor, the current version of which is attached hereto as Exhibit B and incorporated herein by reference. If not purchased at with the initial installation of the Software, the Archive Exit Plan fee as specified in the published Account-Ability™ Schedule of Software Services current at the time of purchase applies.

ARTICLE 3. PROPERTY RIGHTS

Title to Software

Section 3.01. Title to the Software is reserved to Licensor. Licensee acknowledges and agrees that Licensor is and shall remain the owner of the title to and copyright in the Software and the Licensee acquires no right in software, copyrights, patents or any other intellectual property belonging to or licensed by Licensor. Licensor is and shall remain the sole owner of all copyrights, trademarks, patents and other proprietary rights in all aspects of the Software.

Nondisclosure of Software

Section 3.02. Licensee acknowledges that the Software is confidential in nature and constitutes a trade secret belonging to Licensor. Licensee agrees not to sell, rent, license, distribute, transfer, or directly or indirectly disclose or permit the sale, rental, licensing, distribution, transfer, or disclosure of the Software or its contents to any other party, either during the term of this Agreement or thereafter, unless compelled by a court of law or required by the Public Records Act (Government Code section 6250 et seq); provided, however, that Licensee shall provide notice to Licensor of any such requirement before releasing the Software pursuant to this Section.

Security

Section 3.03. Licensee agrees to operate the Software under access and use restrictions designed to prevent disclosure of the Software to unauthorized persons.

Degree of Care

Section 3.04. Licensee further agrees to instruct its personnel to keep the Software confidential by using the same care and discretion that they use with other data designated by Licensee as confidential.

Disclosure as Breach

Section 3.05. Licensee agrees that any disclosure of the Software to a third party constitutes a material breach of this Agreement and shall terminate the license granted by this Agreement.

Damages for Breach

Section 3.06. Licensee further agrees that it shall be strictly liable for all damages to Licensor that result from any disclosure of the Software to any third party.

Copyright or Other Marks

Section 3.07. Licensee agrees not to remove, deface, or destroy any copyright, patent notice, trademark, service mark, other proprietary markings, or confidential legends placed on or within the Software.

ARTICLE 4. PAYMENT

Annual Software Services Fee

Section 4.01. Access to and License to use the Software, Software Services, and Data Exchange Services as described in this Agreement with Exhibits is provided in exchange of an Annual Software Service Fee, payment of which is due upon the effective date of, and upon each annual anniversary of, this Agreement. The Annual Software Service Fee is fixed at $60,000.

(a) Term of Agreement: This Agreement shall extend through the earlier of: completion of the Measure H capital building program, or five (5) years from the execution of this Agreement. The term of this Agreement may be extended on an annual basis by mutual agreement. The Annual Software Services Fee may be revised by amendment to this Agreement.

(b) Failure to Pay: Failure to pay the agreed to Annual Software Service Fee constitutes a material breach of this Agreement and shall terminate the license granted by this Agreement, except as provided in Section 7.01 (c) when an Archival Exit Plan has been purchased.

(c) Late Payments: Any late payment will be subject to a late fee that will accrue at a monthly rate equal to the lesser of one and one-half percent (1½%) of the outstanding balance, or the maximum rate allowable under applicable law. In the event that Licensee fails to pay the Annual Software Service Fee on due date, Licensor reserves the right to suspend provisions that provide software services and access to the Software until the outstanding Annual Software Service Fee (including applicable late fees) has been paid in full.

Initial Configuration and Implementation Costs

Section 4.02. Initial configuration and implementation of the Software is described in the Proposal attached as Exhibit C and incorporated into this Agreement by reference. Payment for Initial configuration and implementation is due upon completion of initial training and start-up of the Software.

(a) Implementation Fee to install the Software as described in Exhibit C is $60,000.

(b) Archival Exit Plan: The Licensee has chosen has chosen to purchase the Archival Exit Plan with the initial installation of the Software for $5,000, which is due upon completion of initial training and start-up of the Software. If not purchased at with the initial installation of the Software, the Archive Exit Plan fee as specified in the published Account-Ability™ Schedule of Software Services current at the time of purchase applies.

(c) Import of Historical Data: Import of historical data is not required

(d) Data Exchange Services: Data exchange will be provided as documented in Exhibit D.

Payment of Taxes

Section 4.03. Licensee shall pay all taxes that may be assessed on the Licensee's use of the Software.

ARTICLE 5. DELIVERY, INSTALLATION, AND TRAINING

Delivery of Software

Section 5.01. Licensor shall make best effort to begin configuration and installation of the Software no later than 30 days from approval of this Agreement by the governing board of the school district, or on a date agreed to by both parties.

Training and Support Services

Section 5.02.
(a) Initial Training: Licensor shall provide a reasonable amount of technical orientation and training for Licensee's computer operations personnel upon installation. Training and orientation shall be provided at Licensee's address.

(b) Additional Training: Licensor shall provide additional training to Licensee upon request as described in Licensor's currently Account-Ability™ Schedule of Software Services as published from time to time by Licensor.

(c) Support Services: Licensor shall provide phone and web support services as described in Licensor's current Account-Ability™ Schedule of Software Services as published from time to time by Licensor.

Program Maintenance and Update Services

Section 5.03. Upon discovery of any deviation in the Software from the published functional specifications or a coding error in the Software that prevents it from performing substantially in accordance with the published specifications for the Software, Licensee shall notify Licensor and provide supporting data, including printouts showing the claimed defective performance. Thereafter, Licensor, at its own expense, shall either:

(a) Devise and deliver to Licensee procedural instructions designed to avoid the claimed error; or

(b) Provide and install an updated version of the Software designed to avoid the claimed error.

Supply of Updated Versions of the Software

Section 5.04. Licensor shall make updated versions of the Software available to Licensee as such updates are made commercially available. Licensor shall advise Licensee of changes or enhancements to the features and functions in updated versions of the Software. District shall be responsible for any additional license fees, software, or hardware that may be required for upgrades to the Software. Licensor agrees to provide sixty days written notification to Licensee of Software upgrades that would require a hardware and/or software change for the Licensee's continued use.

ARTICLE 6. WARRANTY AND WARRANTY SERVICE

Warranty of Title

Section 6.01. Licensor warrants that it has good title to the Software and the right to license its use to Licensee free of any proprietary rights of any other party or any other encumbrance whatever.

Warranty of Title Remedies

Section 6.02.
(a) Licensee shall notify Licensor of the assertion of any claim that the Software or Licensee's use thereof under this Agreement violates the trade secret, trademark, copyright, patent, or other proprietary right of any other party, and shall cooperate with Licensor in the investigation and resolution of any such claim. Licensor shall defend Licensee against any and all such claims. Licensor shall indemnify and hold Licensee harmless from any liability for damage, costs, or other loss incurred by Licensee in connection with any such claim; however, Licensor shall not be responsible for nor liable to Licensee for loss of funding, lost profits, lost savings, or other incidental or consequential damages arising out of or related to any such claim.

(b) If the Software becomes, or in Licensor's opinion is likely to become, the subject of a claim of infringement of a copyright or patent, Licensor may procure for Licensee the right to continue using the Software, replace or modify the Software to render it non-infringing.

(c) Licensor shall have no liability for any claim of copyright or patent infringement based on the use of an original version of the Software if infringement would have been avoided by the use of an updated version made available to Licensee.

(d) Licensor shall not indemnify Licensee against any claim or liability based on Licensee's modification or conversion of the Software and/or the subsequent use of that modification or conversion or combination of the Software with programs or database not supplied by Licensor.

(e) Each Party shall indemnify, defend and hold harmless the other Party, its officers, agents, volunteers, contractors, and employees from any and all liability, loss, expense (including reasonable attorney's fees and other defense costs), or claims imposed for damages of any nature whatsoever, including, but not limited to bodily injury, death, personal injury, or property damage occurring by reason of any acts or omissions on the part of the Party's own officers, agents, contractors, or employees under or in connection with any obligation delegated to such Party under this Agreement. This indemnity shall survive the termination or expiration of this agreement.

Product Warranty and Remedies

Section 6.03. Licensor warrants that the Software and Client Software shall conform to Licensor's published functional specifications when installed for Licensee. ANY MODIFICATION OF THE SOFTWARE OR CLIENT SOFTWARE BY ANY PERSONS OTHER THAN LICENSOR SHALL VOID THIS WARRANTY.

Remedy for Nonconforming Software

Section 6.04. Licensor shall, at its own expense, provide programming services to correct Software defects that cause the Software to fail, provided that Licensee has notified Licensor thereof and, upon inspection, Licensor concurs. However, LICENSOR DOES NOT GUARANTEE SERVICE RESULTS OR REPRESENT OR WARRANT THAT ALL ERRORS WILL BE CORRECTED. LICENSEE AGREES THAT LICENSEE'S SOLE AND EXCLUSIVE REMEDY HEREUNDER SHALL BE LIMITED TO THAT CORRECTIVE ACTION.

Warranty Disclaimer

Section 6.05. THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Remedies

Section 6.06. LICENSEE AGREES THAT ITS EXCLUSIVE REMEDIES, AND LICENSOR'S ENTIRE LIABILITY WITH RESPECT TO THE SOFTWARE, SHALL BE AS SET FORTH HEREIN. LICENSEE FURTHER AGREES THAT LICENSOR SHALL NOT BE LIABLE TO LICENSEE FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ITS USE OR INABILITY TO USE THE SOFTWARE OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

ARTICLE 7. TERMINATION

Cause for Termination

Section 7.01. The license granted herein shall be terminated automatically and without further notice upon the occurrence of any of the following:

(a) Disclosure of the Software to a third party, whether directly by Licensee or indirectly and whether inadvertently or otherwise.

(b) Commission by Licensee of an event of default as defined herein.

(c) Provisions of Articles 2, 3, 7, and 8 remain in effect upon execution of the Archival Exit Plan, except upon the event of Licensee default as provided in Section 7.02. Provisions of Articles 4, 5, and 6 cease upon execution of the Archival Exit Plan.

Events of Default

Section 7.02. Licensee shall have committed an event of default, and this Agreement and the license granted hereunder shall terminate, if any of the following occur:

(a) Licensee attempts to use, copy, license, or convey the Software in any manner contrary to the terms of this Agreement or in derogation of Licensor's proprietary rights in the Software.

(b) Licensee fails or neglects to perform or observe any of its existing or future obligations under this Agreement.

Effect of Termination

Section 7.03. Licensee agrees that immediately upon the operation of Section 7.01, whether or not it receives notice of termination, it shall immediately discontinue use of the Software. Upon termination of the license granted hereunder, Licensor's obligations under this Agreement shall cease except as expressly provided for in this Agreement.

Section 7.04 Either party may terminate this Agreement upon giving written notice to the other party of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by either party; or (b) any act by either party exposing the other party to liability to others for personal injury or property damage; or (c) Licensor is adjudged bankrupt, Licensor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Licensor's insolvency. Written notice shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

ARTICLE 8. GENERAL TERMS AND CONDITIONS

Notices

Section 8.01. Unless otherwise provided in this Agreement, any notice required or permitted by this Agreement to be given to either party shall be deemed to have been duly given if delivered in writing personally or by first-class, registered, or certified mail, postage prepaid and addressed:

When intended for Licensee to:

Santa Clara Unified School District
1889 Lawrence Road
Santa Clara, CA 95051

When intended for Licensor to:

Colbi Technologies, Inc.
17792 Orange Tree Lane
Tustin, CA 92780

Assignment of Contract

Section 8.02. Licensee shall not assign or otherwise transfer its rights under this Agreement, including the license granted hereunder, or the Software obtained pursuant to this Agreement, or assign this Agreement or its rights hereunder without the prior written consent of Licensor. Any attempt to make such an assignment without Licensor's consent shall be void and constitute a material breach of this Agreement.

Amendments

Section 8.03. Licensor and Licensee agree that this Agreement shall be modified only by a written agreement duly executed by persons authorized to execute agreements on their behalf.

Nonwaiver

Section 8.04. Licensor and Licensee agree that no failure to exercise, and no delay in exercising any right, power, or privilege hereunder on the part of either party shall operate as a waiver of any right, power, or privilege. Licensor and Licensee further agree that no single or partial exercise of any right, power, or privilege hereunder shall preclude its further exercise.

Attorneys' Fees

Section 8.05. If any legal action is necessary to enforce the terms of this Agreement, each party shall be responsible for their own attorney fees, in addition to any other relief to which the prevailing party may be entitled. This provision shall be construed as applicable to the entire Agreement.

Severability

Section 8.06. If any part of this Agreement is adjudged by any court of competent jurisdiction to be invalid, that judgment shall not affect or nullify the remainder of this Agreement, and the effect shall be confined to the part immediately involved in the controversy adjudged.

Governing Law

Section 8.07. This Agreement shall be deemed to have been made in, and shall be construed pursuant to, the laws of the State of California.

Entire Agreement

Section 8.08. Licensee acknowledges and agrees that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and that it supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

Effect of Purchase Order

Section 8.09. In the event of any conflict between this Agreement and the terms and conditions of any purchase order or similar document pursuant to which Licensee acquired the license granted by this Agreement, the terms and conditions of this Agreement shall control.

Executed this _____ day of _____, 2014 at Santa Clara, CA.

LICENSOR

COLBI TECHNOLOGIES, INC.

By: _____
Larry Goshorn, President

When intended for Licensor to:

SANTA CLARA UNIFIED SCHOOL DISTRICT

By: _____
Mark Allgire

Title: Assistant Superintendent Business Services

Exhibit A

Hardware and Software Requirements

- Windows based computer hardware:
  - Internet enabled PC with Windows 2003, XP or above.
  - Latest Citrix Client

- Apple based computer hardware:
  - Internet enabled Macintosh with Mac OS 10.4.10 or above
  - Latest Citrix Client

- Supported browser software:
  - Explorer
  - Firefox
  - Chrome
  - Safari

Exhibit B

Account-Ability™ Schedule of Software Services
Published April 2, 2014

The Annual Software Services fee covers the License to use the Software, Annual Support Services, and Annual Web Services. There is no restriction on the dollar amount of contracts managed or projects planned in the software. There is no restriction on the number of users the District authorizes to use the software; however, the number of users concurrently using the software is restricted by Annual Web Services as described below.

License to Use the Software

Use of Account-Ability™ software with customized database incorporating the district's account code structure and internal control processes for project budget development, contract award, modification, and payments via the Internet.

Annual Support Services

- Application updates to Account-Ability™
- Live phone support during normal business hours (Pacific Standard Time)[1].
  - Live on-screen support is provided when appropriate.
- Support via http://support.colbitech.com is available 24/7, response time to specific requests by the next business day.
- Six (6) hours of training are provided on an as requested basis each year[2].
- Eight (8) hours of consulting services are provided on an as requested basis each year[2].
- Colbi Technologies Spring and Fall Workshops
- Best Practice Advisories and Alerts

Annual Web Services

Internet access to Account-Ability™ will be provided to any computer meeting the required specifications for a maximum of five (5) concurrent authorized users when security login requirements are met. Additional concurrent users may be added to at a cost of $525/user per year.

- The District's data is backed-up nightly at the data center, and a redundant copy is encrypted and transmitted to another location for storage.
- Maintenance of servers, application software and database is scheduled between 10:00 PM and midnight on weekends. Clients are notified in advance of any maintenance occurring outside of this maintenance window.

Archival Exit Plan

Archival data provided in a Read-Only version of the software[3] $15,000
Advance Purchase of the Exit Plan at time of initial software purchase[3] $5,000

Rates for Additional Consulting Services

Per Hour Consulting[2] $185
Contract Consulting for a period of two (2) weeks or more[2] $165

Rates for Additional Training

Per Day [two student minimum, includes training materials][2] $1,000
Computer Lab (per day, Orange County Facility) [ten student maximum] $2,000
Flow Chart Workshop (multi-departmental, interactive 3-4 hour workshop)[2] $1,500

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[1] Excludes weekends and holidays.
[2] Reimbursement for reasonable travel and lodging may apply for services provided on-site, advance notice will be provided.
[3] District will be provided permanent web access, via a single secure login, to Account-Ability™ for read-only access to the Transaction module. This enables the district to view all data and print reports. In addition, read-write access is provided to the Budget Development module. This provides full access to the financial planning tools for future building programs.

Exhibit C

Santa Clara Unified School District

11/14/2014

It is our pleasure to provide this proposal summarizing the Account-Ability™ product and services Colbi Technologies would be providing to Santa Clara Unified School District for management of their school building program. This proposal is valid for 90-days.

Account-Ability™ Implementation

$50,000

Account-Ability™ software will be customized for the District and made available via the web by Colbi Technologies. Customization of the program will specifically incorporate the district's account code structure and internal control processes for project budgeting development, contract award, modification, and payments.

In addition to the customization and installation staffing, Colbi Technologies will provide four days of management consulting and/or training as desired by the district to facilitate a smooth transition to the new system. Typical training includes a half-day interactive workshop flowcharting the district's contracting and payment processes, followed by three days of hands on training in the district's computer lab. A half-day of follow up is provided months to six weeks later, to assure that the primary software users have adopted best practices. Reimbursement for reasonable travel and lodging incurred to provide on-site services apply.

Annual Software Services Fee

$50,000

The Annual Software Services fee covers the License to use **Account-Ability™** software, Annual Support Services, and Annual Web Services. There is no restriction on the dollar amount of contracts managed or projects planned in the software. There is no restriction on the number of users the District authorizes to use the software; *however, the number of concurrent users is restricted based on the Web Services as described below.* The fee is an allowable OPSC, Developer Fee, or General Obligation Bond expenditure for program management.

Annual Support Services

Colbi Technologies will provide support including phone support, online support, Colbi Technologies spring and fall workshops, Best Practice Advisories and Alerts, application updates, six hours of training, and eight hours of consulting services per year. Reimbursement for reasonable travel and lodging incurred to provide on-site services apply.

Annual Web Serves — Five Users

Colbi Technologies will provide the software via the web to any computer meeting the required specifications for a maximum of five concurrent authorized users when security login requirements are met.

The Web Server fee includes access to the software via the web and data maintenance on a Colbi Technologies server with daily backups. Additional users may be added at $525 per user per year.

Archival Exit Plan — Advanced Purchase

$5,000

At the end of the district building program, the district will be provided permanent web access, via a single secure login, to **Account-Ability™** for read-only access to the Transaction module. This enables the district to view all data and print reports. In addition, read-write access is provided to the Budget Development module, which provides full access to the financial planning tools for future building programs.

This option may be purchased at the end of the building program for the regularly published price, which is currently $15,000.

Import of Historical Data

Price to be Determined

Colbi Technologies can import historical expenditure data from digital files – this provides for full reporting of work completed prior to implementation of Account-Ability along with on-going and future projects. In addition, this historical data is easily mined for use in building budgets for future projects based on actual expenditure profiles experienced by the District.

Cost will vary based on the integrity and amount of data. Colbi Technologies will provide a not-to-exceed estimate after review of sample data. After acceptance of completed work, the District will be billed based on actual cost, but not for more than the agreed to not-to-exceed cost.

Data Integration Services

Implementation $10,000
Annual Service Fee $10,000

Colbi Technologies will provide for periodic uploads of revenue, encumbrance and expenditure data from the District's QSS financial system into Account-Ability™ through batched file transfers. Though an initial work session, Colbi Technologies will work collaboratively with the District to develop a technical requirement and processes document that lays out an implementation plan that addresses mapping of data exchanged, error handling, and exchange protocols. Upon District acceptance of the plan, Colbi Technologies will implement.

We appreciate this opportunity to be of service to the Santa Clara Unified School District.

Date: 11/14/14

Signed: _____

Larry Goshorn
President, Colbi Technologies

Data Import Requirements

DATA INTEGRATION APPROACH

Approach: Colbi Technologies will initiate a kick-off work session with the district to listen and better understand the district's needs, internal controls, and ability to provide import data. We will then work collaboratively with the district to develop technical requirement and process document that lays out the implementation plan. Upon district acceptance of a plan, Colbi Technologies will implement.

The following assumes 1-way sharing of revenue, encumbrance, and remittance information from the financial system. Further technical discussions are needed if the district wants to integrate additional data points, provide for 2-way data exchange, or use a different method to integrate data.

Method of Exchange: The method of integration will be a batched file transfer of information. Method of transmitting batched files will be based on mutual agreement; options include uploads to a Colbi Technologies hosted website, or fully automated processes thru a District hosted secure FTP website.

Based on mutual agreement, format of batched files will be one of the following:

- .XLS
- .CVS
- .XML
- tab-delimited text file

Formatting of individual data fields will be based upon mutual agreement.

Data Objects Exchanged: Three types of data, or data objects, will be integrated. It is anticipated that data objects will be exchanged in a mixed ordered file. Processing will be per the ordered file assuming that the following business rules are followed:

- Revenues are linked to previous defined Fund Code,
- Encumbrances are linked to a Revenue source, and
- Remittances are linked to an Encumbrance.

Mapping of Data Exchanged: For each above data object Colbi Technologies will provide a description of required and desired data fields and associated business rules for each. We will then work with the district to map data fields available from the financial system against Account-Ability™ data fields. The district will be asked to provide sample data and assist Colbi Technologies conduct a testing of developed processes to confirm proper interpretation of imported data.

Error Handling of Data Exchanged: If there are transactions that can not be imported into Account-Ability™, an exchange batched file will be generated with a list of rejected transactions that could not be imported and the district will be notified of such via email.

The rejected transactions file will be in the same format as the initial batched file, with an added field including an explanation as to why the transaction could not be imported. The district will be responsible for correcting the issue in the file and resubmitting the corrected file for import at the next scheduled data exchange.

Colbi Technologies
17792 Orange Tree Lane • Tustin, CA 92780
P: (714) 505-9544 • F: (714) 838-8113 • colbitech.com

DATE: January 22, 2014

TYPE OF AGENDA ITEM: **ACTION ITEM**

TO: Board of Trustees

FROM: Stanley Rose III, Ed.D., Superintendent

PREPARED BY: Jennifer Dericco, Public Information Officer

SUBJECT: Approval of 2013-2014 School Accountability Report Cards

ADMINISTRATIVE SUMMARY:

The California Department of Education mandates that school districts publish an annual public report for every school site called the School Accountability Report Card (SARC), by February 1 of each year. The SARC contains information about the condition and performance of each California public school. Individual school reports are approximately 20 pages in length.

A copy of full-length SARCs for every school site is located in the Superintendent's office for review by interested individuals.

RECOMMENDATION:
It is recommended that the Board of Trustees approve the 2013-2014 School Accountability Report Cards as presented.

FINANCIAL IMPACT:
None

DATE: January 22, 2014

TYPE OF AGENDA ITEM: **ACTION ITEM**

TO: Stan Rose, Ed.D., Superintendent and Board of Trustees

FROM: Tanya Fisher, Ed.D., Assistant Superintendent, Educational Services

PREPARED BY: Laurie Stapleton, Ph.D., Director, Secondary Education

SUBJECT: New Course Approvals for 2015-2016

ADMINISTRATIVE SUMMARY:

Wilcox and/or Santa Clara High Schools are requesting addition of the following courses for the 2015-2016 school year:

AP Environmental Science
AP Human Geography
AP Physics 2
AP Psychology
AP Support
Academic Peer Tutor
Sculpture
American Sign Language 1
Multicultural Literature and Composition

Following are descriptions for each of the proposed new courses.

AP Environmental Science

This year long, ten-unit course is open to students in Grades 11-12. AP Environmental Science is designed to be the equivalent of a one-semester, introductory college course in environmental science, through which students engage with the scientific principles, concepts, and methodologies required to understand the interrelationships of the natural world. The course requires that students identify and analyze natural and human-made environmental problems, evaluate the relative risks associated with these problems, and examine alternative solutions for resolving or preventing them. Environmental Science is interdisciplinary,

embracing topics from geology biology, environmental studies, environmental science, chemistry, and geography.

AP Human Geography

This year long, ten-unit course is open to students in Grades 11-12. AP Human Geography is equivalent to an introductory college-level course in human geography. The course introduces students to the systematic study of patterns and processes that have shaped human understanding, use, and alteration of Earth's surface. Students employ spatial concepts and landscape analysis to examine socioeconomic organization and its environmental consequences. They also learn about the methods and tools geographers use in their research and application. The curriculum reflects the goals of the National Geography Standards (2012).

AP Physics 2

This year long, ten-unit course is open to students in Grades 10-12 who have successfully completed AP Physics 1 or a comparable course. AP Physics 2 is an algebra-based, introductory college-level physics course that explores topics such as fluid statics and dynamics; thermodynamics with kinetic theory; PV diagrams and probability; electrostatics; electrical circuits with capacitors; magnetic fields; electromagnetism; physical and geometric optics; and quantum, atomic, and nuclear physics. Through inquiry-based learning, students will develop scientific critical thinking and reasoning skills.

AP Psychology

This year long, ten-unit course is open to students in Grades 11-12. AP Psychology introduces students to the systematic and scientific study of human behavior and mental processes. While considering the psychologists and studies that have shaped the field, students explore and apply psychological theories, key concepts, and phenomena associated with such topics as the biological bases of behavior, sensation and perception, learning and cognition, motivation, developmental psychology, testing and individual differences, treatment of abnormal behavior, and social psychology. Throughout the course, students employ psychological research methods, including ethical considerations, as they use the scientific method, analyze bias, evaluate claims and evidence, and effectively communicate ideas.

AP Support

This quarter-long, 2.5 unit course is open to students in Grades 11-12 who are taking an AP course for the first time, and who are not or have not been previously enrolled in AVID. This class will provide individual and small group tutorial support specific to students' AP classes, as well as study skills and test-taking strategies. Course instruction draws mainly on AVID methodologies, including Tutorology.

Academic Peer Tutor

This semester-long, 5 unit course is open to students in Grades 10-12 who have earned a grade of "B" or higher in either an AP class, or classes for which they will provide peer tutoring. Academic Peer Tutors will learn peer coaching and tutoring skills, and they will provide individual and small group tutorial support to peers in their "specialty" areas including English, Mathematics, Science, and History/Social Studies. An application is required.

Sculpture

This year long, ten-unit course is open to students in Grades 10-12 who have successfully completed Introduction to Art or Ceramics. In the course, students will explore the use of different media to create sculptures. Students will learn about different artists and their motivation to create their art; furthermore, they will be exposed to a variety of media, techniques, vocabulary and processes. Students will develop their visual communication skill to create art that connects to their personal and world experiences.

American Sign Language 1

This year long course, ten-unit is open to all students. Students will learn how to use American Sign Language to express ideas about day to day life, the family, and the community. In this language that is different from English, students will be introduced and become proficient in the concept of visual communication. The class will explore Deaf Culture including art and performance, as well as learn the history of the Deaf in the United States.

Multicultural Literature and Composition

This year-long, ten-unit course for seniors focuses on broadening students' individual and collective perspective by studying literature and non-fiction pieces from different cultures. Students will explore similarities and differences between their own and other cultures through reading, analyzing, and researching literature from around the world. Students will also have opportunities to develop reading, writing, communication and collaboration skills that prepare them for college and career success.

Recommendation:

It is recommended that the Board of Trustees approve these course proposals.

DATE: January 22, 2015

TYPE OF AGENDA ITEM: **ACTION**

TO: Stanley Rose III, EdD., Superintendent

FROM: Michele Burchfiel, Director

PREPARED BY: Michele Burchfiel, Director

DIVISION: Human Resources

SUBJECT: CSEA Contract Negotiations-
Initial District Proposal for Sunshining

ADMINISTRATIVE SUMMARY:

During 2013-14 the District and CSEA completed full contract negotiations resulting in many additions and changes to the previous contract. The current contract is in effect July 1, 2014 – June 30, 2017.

The current CSEA Contract states that the District and CSEA will engage in re-openers for total compensation, salary and benefits, for the 2014-15 school year.

RECOMMENDATION:
It is recommended that the Board approve the initial SCUSD proposal.

Santa Clara Unified School District's Interests

A. To provide total compensation improvements to all classified employees commensurate with the District's ability to pay.
B. To promote the health and safety of employees students and the public.
C. To promote clarity, consistency, and effective communications through the contract negotiations process.
D. To provide opportunities that improve communication and the efficiency of work performed by bargaining unit members.

District's Initial Proposal for the CSEA Contract

Article I **RECOGNITION** – No change

Article II **District Rights** – No change

Article III **CSEA Organizational Rights** – No change

Article IV **Employee Rights** - No change.

Article V **Evaluation** – No change.

Article VI **Check Off and Organizational Security-** No change.

Article VII **Pay and Allowances –**
Rate of Pay
It is the District interest to provide total compensation commensurate with its ability to pay.

Article VIII **Health and Welfare Benefits**
The District seeks to provide total compensation improvement commensurate with its ability to pay.

Article IX **Retiree Benefits** – No Change

Article X **Safety** – No Change

Article XI **Hours and Overtime** – No change

Article XII **Vacations** – No change

Article XIII **Holidays-** No change

Article XIV **Leave of Absence** – No change

Article XV **Bargaining Unit Vacancies** – It is the District's interest to discuss language in this article to expedite the hiring for new and existing classified positions.

Article XVI **Layoff** – No Change

Article XVII **Employee Expenses and Materials** – No Change

Article XVIII **Grievance** – No Change

Article XIX **Discipline** – No Change

Article XX **Savings Clause** – No Change

Article XXI **Concerted Activities** – No Change

Article XXII **Support of Agreement** – No Change

Article XXIII **Effect of Agreement** – No Change

Article XXIV **Completion of Meet and Negotiate** – No Change

Article XXV **Transportation** – No Change

Article XXVI **Reclassification** – No Change

Article XXVII **Training** – No Change

Article XXVIII **Distribution of Job Information** – No Change

Memos of Understanding/Side Letters of Agreement-
It is the District's interest to include current MOU's in the 2014-17 contract at the time of printing.

DATE: January 22, 2015

TYPE OF AGENDA ITEM: **ACTION ITEM**

TO: Board of Trustees

PREPARED BY: Stanley Rose III, Ed.D., Superintendent

SUBJECT: Suggested Revisions to AR 5111.1 District Residency

ADMINISTRATIVE SUMMARY:

At Board request staff has reviewed the Proof of Residency forms and accepted documentation. Staff met with school site personnel to determine the changes they felt were needed to streamline and clarify the process.

Some of the concerns to be addressed included the increase in the number families that only have cell phones; the increase in the number of employers providing and paying for employee's cell phones; what are approved substitute documentation when utilities are included in the rent; an expanded list of optional items when families that are "living with another family" and the need for an easy to follow "menu" of documents that fulfill the needed requirements for Verification of Residency.

Based on these findings after researching comparing the Proof of Residency process at several neighboring school districts staff has developed an expanded chart of approved documents that may be used for Proof of Residency. Additionally, the District's "Proof of Residency Form" has been reorganized and reformatted to increase clarify and has been renamed "Declaration of Residency Form." The revised forms are available on the District website in both English and Spanish.

Proposed changes are being submitted to update AR 5111.1 to align with the expanded chart of approved Proof of Residency documents.

RECOMMENDATION:
Staff recommends the Board approve the changes to AR 5111.1 to align with the chart of Approved Proof of Residency documents and Declaration of Residency Form.

DISTRICT RESIDENCY

Criteria for Residency

A student shall be deemed to have complied with district residency requirements for enrollment in a district school if he/she meets any of the following criteria:

1. The student's parent/guardian resides within district boundaries. (Education Code 48200)

2. The student is placed within district boundaries in a regularly established licensed children's institution, a licensed foster home, or a family home pursuant to a court-ordered commitment or placement. (Education Code 48204)

3. The student has been admitted through an interdistrict attendance option. (Education Code 48204, 48356)

(cf. 5117 - Interdistrict Attendance)
(cf. 5118 - Open Enrollment Act Transfers)

4. The student is an emancipated minor residing within district boundaries. (Education Code 48204)

5. The student lives with a caregiving adult within district boundaries. (Education Code 48204)

6. The student resides in a state hospital located within district boundaries. (Education Code 48204)

7. The student is confined to a hospital or other residential health facility within district boundaries for treatment of a temporary disability. (Education Code 48207)

(cf. 6183 - Home and Hospital Instruction)

In addition, district residency status may be granted to a student if at least one parent/guardian is physically employed within district boundaries. (Education Code 48204)

(cf. 5111.12 - Residency Based on Parent/Guardian Employment)

District residency is not required for enrollment in a regional occupational center or program if there are openings in the program or class. (Education Code 52317)

(cf. 6178.2 - Regional Occupational Center/Program)

The district may admit a nonresident student living in an adjoining state or foreign country in accordance with Education Code 48050-48052.

(cf. 5111.2 - Nonresident Foreign Students)

~~*Changes*~~

(cf. 5111.2 - Nonresident Foreign Students)

DISTRICT RESIDENCY (continued)

The Superintendent or designee shall annually notify parents/guardians of all existing attendance options available in the district, including, but not limited to, all options for meeting residency requirements for school attendance. (Education Code 48980)

(cf. 5145.6 - Parental Notifications)

Proof of Residency

The Superintendent or designee shall annually verify each student's district residency status and retain a copy of the document or written statement offered as verification in the student's mandatory permanent record. (5 CCR 432)

(cf. 5111 - Admission)
(cf. 5125 - Student Records)

Evidence of residency may be established by documentation ***included on the chart of Santa Clara Unified School District Approved Proof of Residency Documents.*** ~~***showing the name and address of the parent/guardian within the district.***~~ (Education Code 48204.1)

~~***1. Property tax payment receipt***~~

~~***2. Rental property contract, lease, or payment receipt***~~

~~***3. Utility service contract, statement, or payment receipt***~~

~~***4. Pay stub***~~

~~***5. Voter registration***~~

~~***6. Correspondence from a government agency***~~

~~***7. Declaration of residency executed by the student's parent/guardian***~~

~~***8. If the student is an unaccompanied youth as defined in 42 USC 11434a, a declaration of residency executed by the student***~~

~~***9. If the student is residing in the home of a caregiving adult within district boundaries, an affidavit executed by the caregiving adult in accordance with Family Code 6552***~~

(cf. 5141 - Health Care and Emergencies)

DISTRICT RESIDENCY (continued)

The Superintendent or designee shall make a reasonable effort to secure evidence that a homeless or foster youth resides within the district, including, but not limited to, a utility bill, letter from a homeless shelter, hotel/motel receipt, or affidavit from the student's parent/guardian or other qualified adult relative.

However, a homeless or foster youth shall not be required to provide proof of residency as a condition of enrollment in district schools. (Education Code 48853.5; 42 USC 11432)

(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)

Failure to Verify Residency

When the Superintendent or designee reasonably believes that a student's parent/guardian has provided false or unreliable evidence of residency, he/she may make reasonable efforts to determine that the student meets district residency requirements. (Education Code 48204.1)

If the Superintendent or designee, upon investigation, determines that a student's enrollment or attempted enrollment is based on false or unreliable evidence of residency, he/she shall deny or revoke the student's enrollment. Before any such denial or revocation is final, the parent/guardian shall be sent written notice of the facts leading to the decision. This notice also shall inform the parent/guardian that he/she may provide new material evidence of residency, in writing, to the Superintendent or designee within 10 school days. The Superintendent or designee shall review any new evidence and make a final decision within 10 school days.

Safe at Home/Confidential Address Program

When a student or parent/guardian participating in the Safe at Home program requests that the district use the substitute address designated by the Secretary of State, the Superintendent or designee shall use the substitute address for all future communications and correspondence and shall not include the actual address in the student's file or any other public record. The Superintendent or designee may request the actual residence address for the purpose of establishing residency within district boundaries. (Government Code 6206, 6207)

(cf. 3580 - District Records)

Legal Reference: (see next page)

DISTRICT RESIDENCY (continued)

Legal Reference:

EDUCATION CODE
35351 Assignment of students to particular schools
46600-46611 Interdistrict attendance permits
48050-48054 Nonresidents
48200-48208 Compulsory education law
48356 Open Enrollment Act transfer, fulfillment of residency requirement
48853.5 Education of foster youth; immediate enrollment
48980 Notifications at beginning of term
52317 Regional occupational program, admission of persons including nonresidents
FAMILY CODE
6550-6552 Caregivers
GOVERNMENT CODE
6205-6210 Confidentiality of residence for victims of domestic violence
CODE OF REGULATIONS, TITLE 5
432 Varieties of student records
UNITED STATES CODE, TITLE 42
11431-11435 McKinney-Vento Homeless Assistance Act
COURT DECISIONS
Katz v. Los Gatos-Saratoga Joint Union High School District, (2004) 117 Cal.App.4th 47

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES
0303.95 Verification of residency, LO: 1-95
OFFICE FOR CIVIL RIGHTS, U.S. DEPARTMENT OF EDUCATION PUBLICATIONS
Dear Colleague Letter, May 6, 2011
WEB SITES
California Department of Education: http://www.cde.ca.gov
California Secretary of State, Safe at Home Program: http://www.sos.ca.gov/safeathome
Office for Civil Rights, U.S. Department of Education: http://www2.ed.gov/about/offices/list/ocr

SANTA CLARA UNIFIED SCHOOL DISTRICT APPROVED PROOF OF RESIDENCY DOCUMENTS

- A student can have only one residence for the purposes of establishing residency and must live with a parent or legal guardian.
- PO Boxes will not be accepted for residency purposes.
- Additional proof of residence may be required for a school designated as "Impacted"
- All documents used for residency must be CURRENT, VALID and ORIGINAL*.
- Any student who fails to complete the process by the due date will be deemed to have moved outside District boundaries and will be dis-enrolled.

List A. **Residency Document #1** ***One*** *of the following:*	**List B.** **Residency Documents #2 and Residency Document #3** ***Two*** *of the following Original Utility Bills:*	***List C.*** ***Additional Proofs of Residence Only Used for "Living with Another Family" or when additional Proof of Residence is Required.*** ***When "Living with Another Family," the homeowner and the student's family each must submit 3 items (total of 6 needed)***

• Original Property Tax Bill *with parent name and property address*
• *Monthly Mortgage Payment*
• Lease or Rental Agreement *on company printed forms with parent name, student name and address as well as manager or owner's name and phone number.*
  • *If rental agreement goes back one year or more or is an expired agreement, we will be asking for a current monthly rental* payment receipt.
• *Monthly* Space Rental Bill (*Mobile Home Park)*
• *Escrow document "Closing Statement" in lieu of a property tax bill for recent property purchases.***
	Utility bills with multiple names require two forms of additional proof of residence from List C.
	
	• Current PG&E bill, Santa Clara or Sunnyvale Utility Bill
	  • *When rental agreement states "utilities are included" an additional Proof of Residence from List C will be required.*
	• Current Phone bill (cell or land line)
	• *Current Cable or Satellite Provider bill*
		• *Current paycheck issued by employer – employer's and employee's name and address must be imprinted on the check (on-line computer printouts are not accepted)*
		• *Correspondence from a government agency (WIC, Medi-Cal, Social Security, Unemployment)*
		• *Valid vehicle registration (not pink slip)*
		• *Monthly payments: loan, credit card, physician/dental bill, bank statement*
		• *To be determined by District Office Representative.*
		• *The District has the right to accept alternative forms of proof of residence on a case by case basis.*

**Original current – mailed to your residence, must include parent name and residence address. We will accept e-bill on-line color print-out (a photocopy of the e-bill will not be accepted).*

***In this case, a conditional clearance for 30 days will be given until mortgage documents are provided.*

RESIDENCY DECLARATION

SANTA CLARA UNIFIED SCHOOL DISTRICT
1889 Lawrence Road, Santa Clara, CA 95051 (408) 423-2000

2015-16 SCHOOL YEAR

THIS FORM MUST BE COMPLETED, SIGNED, AND SUBMITTED WITH PROOF OF RESIDENCY

PART I: STUDENT AND PARENT/LEGAL GUARDIAN INFORMATION

Student's Last Name | **Student's First Name** | **Grade** | **Birth Date** | **Age** | **M/F**

Parent/Legal Guardian's Last Name | **Parent/Guardian First Name** | **Parent/Legal Guardian's Home Phone**

Parent/Legal Guardian's Current Street Address | **Apt.** | **City** | **State** | **Zip**

How long has the student lived full time at the above listed address?

Type of Dwelling in which Family Resides:

- ☐ Single Family (house, condo, mobile home, etc.) (200)
- ☐ Foster Family/Kinship (210)
- ☐ Doubled-Up (120)
- ☐ Motel/Hotel (110)
- ☐ Shelter/Transitional Housing Program (100)
- ☐ Unsheltered (car/campsite) (130)
- ☐ Other _____

PART II: ADDITIONAL ADDRESS HISTORY

Please provide the previous address you or your student has lived if less than 3 years at current address.

Previous Street Address | **Apt.** | **City/Country if not USA** | **State** | **Zip**

Please provide the address of other property you (or spouse) currently own, rent, or lease in the U.S.

Street Address of additional location | **Apt.** | **City** | **State** | **Zip**

PART III: DECLARATION OF UNDERSTANDING

Initial next to each statement (in box) to indicate your understanding

- ☐ California Education Code (Section 48200) and District Administrative Regulation 5111.1 require that a student be enrolled in and attend the school that is within the district in which the student's parent(s) or legal guardian(s) reside(s).
- ☐ My student resides with me full time (or legally mandated residency of 50% or more) at the address listed above, which is my full time primary residence. I agree to notify the District, within 15 calendar days, if the student or I, move.
- ☐ The Santa Clara Unified School District will actively investigate all cases where it has reason to believe false information has been provided on this statement or to any school/district official. Investigations may include the use of photographs and/or video taken by investigators.
- ☐ I understand that home visitation and/or residency verification is part of a periodic process when residency is established in the Santa Clara Unified School District. I also understand that the District employs Residency Officials to verify residency status, which may include home visits and investigations.
- ☐ The District may refer cases in which false information has been provided to the County District Attorney for further action and/or file civil action to recover damages incurred as a result of providing false information.
- ☐ Persons who provide or solicit false information are subject to criminal prosecution for perjury, which is punishable by fine and/or prison (up to 4 years) and may be found civilly liable for fraud, negligent misrepresentation, or negligence. [Civil Code § 1709] [Family Code § 6552; Penal Code § 118 and 126].
- ☐ I am aware and understand that should this statement be found to be false, I could be held liable for the expense of education for my student at a cost based on the state's revenue limit per school year.
- ☐ In the event investigations that reveal that students have enrolled on the basis of providing false information they will be dropped from enrollment and required to transfer to his/her resident school.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. In accordance with State Compliance I have attached the required documentation as proof of residence for enrollment.

Signature of Parent/Legal Guardian | **Date** | **Daytime Telephone**

PART IV: TO BE COMPLETED BY OWNER/LANDLORD IF LIVING WITH ANOTHER FAMILY

Initial in box to indicate your understanding ***and provide Proof of Residency documents in owner/landlord's name.***

- ☐ I am the Owner/Landlord of the property located at: _____
- ☐ I attest that the student and parent listed above reside at the above residence.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature of Owner/Landlord | **Date** | **Telephone**

DATE: January 22, 2015

TYPE OF AGENDA ITEM: **PLANNING ITEM**

TO: Board of Trustees

PREPARED BY: Tanya Fisher, Ed.D., Asst. Superintendent, Ed Services

SUBJECT: Suggested Revisions to AR 6146.11
Alternative Credits Toward Graduation

ADMINISTRATIVE SUMMARY:

Staff is recommending changes to this policy. The changes are being recommended for the following reasons:

1) A section entitled *"Acceptance of Credit from Private Summer Schools"* from our old Board Policy and Administrative Regulations 6532 (rev. 1984) was omitted in error when the policy and administrative regulation were prepared for the conversion to GAMUT online. It has been reinserted.

2) The addition of the section *"Process for Acceptance of Credit for Courses Taken Outside of the District"* is needed to clarify the process for courses taken outside of Santa Clara USD.

3) The section on correspondence and online instruction is amended in order to include more than just courses from the UC system or a California college accredited for teacher training. Many of our students use Brigham Young University online courses and the policy adopted during the conversion to GAMUT online did not allow for accredited institutions outside of California.

Principals from both Santa Clara and Wilcox worked with their staff to create the recommended the changes and high school counselors, Middle College teachers and district and site administrators gave feedback on the suggested changes in order to bring forth this recommendation.

Old SCUSD Language
Recommendations from High Schools and district staff

ALTERNATIVE CREDITS TOWARD GRADUATION

Definitions

A *semester period* is one period of 40 to 60 minutes of instructional time per week throughout one semester of at least 17 weeks, or a minimum of 12 clock hours of instructional time provided during the academic year or in summer school. While the content to be covered is planned within these time frames, a student may be granted one semester period of credit even though the student spends less than the aforementioned amount of time in completing the necessary work. (5 CCR 1600)

Private Instruction

A student who is regularly enrolled and in attendance at a high school shall receive credit toward high school graduation for private instruction under the following conditions: (5 CCR 1631)

1. The instruction entails fields and subjects included in the high school's courses of study and curricula.

2. The student demonstrates his/her capabilities at the beginning and at the end of the period of private instruction by examination(s) given under the school's supervision, thereby showing that he/she has made progress in learning satisfactory to the school.

Approval Process for Acceptance of Credit for Courses Taken Outside of the District

1. ***To have a course that is taught outside the SCUSD course of study added onto an SCUSD transcript, the course must be pre-approved by the principal or principal's designee prior to the first day of that course. All board policies on non-SCUSD courses will be followed.***

2. ***Non-SCUSD courses may be approved after consultation with a principal or principal's designee under the following circumstances:***

    a. ***The course is an elective that is not offered at that school site***

    b. ***The course is for credit recovery and/or grade improvement for a course that was previously attempted at a high school in which the student earned a D+ or below***

    c. ***The course is offered at the school and serves as a prerequisite for another course at that school, enabling the student to then take the higher level course at their own school site.***

3. ***If circumstances that are beyond the control of the school and the student/family create a scenario in which a course that is a graduation requirement cannot be taken at the school site, the principal has the discretion to allow this course to be taken on-line or through a college.***

ALTERNATIVE CREDITS TOWARD GRADUATION (continued)

4. ***An official transcript/documentation from the issuing school must be received by the principal or principal's designee at the end of the course in order to validate course completion & official grade.***

Acceptance of Credit from Private Summer Schools

Only those private summer school courses which meet or exceed the district standard shall be accepted for course credit.

A private summer school shall comply with the specific standards listed below in order for student course credit to be granted by the district.

1. *The pre-approval process outlined above was followed.*

2. *Only those courses will be accepted for credit which have prior approval from the Curriculum & Instruction Department. The scope and sequence of course content shall be submitted in writing with each request* ***and must address Common Core and State Content Standards.***

3. *Only those courses will be accepted for credit which are taught by a certificated teacher licensed to teach in the State of California and are offered by accredited institutions.*

4. *Only those courses will be accepted for credit that are part of a summer school program which meets the State's minimum time requirements.*

   4.1 High School (9-12) – not less than 120 hours of instructional time.

Correspondence/*Online* Instruction

Prior to registering for a correspondence ***or online*** course, the student or his/her parent/guardian shall obtain verification from the Superintendent or designee that the course is essentially equivalent to the high school curriculum and meets district graduation requirements. The number of semester credits assigned to the course shall be determined before the student begins coursework.

The district shall grant credit toward graduation for correspondence ***or online*** instruction if all of the following conditions are met: (Education Code 51740, 51741; 5 CCR 1633)

1. The pre-approval process outlined above was followed.

2. The correspondence instruction is provided by the University of California, or other university or college in California accredited for teacher training, ***or accepted by the University of California as meeting the A-G requirements,*** in subjects included within or related to the student's course of study.

ALTERNATIVE CREDITS TOWARD GRADUATION (continued)

3. The student is, for good reason, unable to take the course of study offered in the school.

4. The Superintendent or designee determines the number of semester periods to be credited for successful completion of a particular correspondence course.

5. No more than 40 total semester periods of correspondence instruction are credited to a student towards graduation.

Military Service and Training

Credit toward graduation shall be granted for military service and training received while in the military service of the United States, within the maximum limits established in 5 CCR 1634. A person is eligible for this credit if he/she is either: (Education Code 51440; 5 CCR 1634)

1. A former member of the Armed Forces who is a California resident and who has received an honorable discharge

2. A member of the Armed Forces who is a California resident and was a California resident on the date he/she entered the Armed Forces

The Superintendent or designee shall keep a permanent record of the credit allowed for military service or training. (5 CCR 1634)

(cf. 5125 - Student Records)

Private Foreign Language Instruction

The district shall grant credit for foreign language studies successfully completed in a private school and shall apply the credit toward meeting any foreign language requirement prescribed for grades 9-12, provided that all of the following conditions are met: (Education Code 51243-51245; 5 CCR 1632)

1. The courses are in languages designated in Education Code 51244.

2. The student is regularly enrolled or applying to the district in grades 9-12.

3. The student or his/her parent/guardian applies in writing for the credit, specifies the private school attended and the amount and level of credit requested, and submits a transcript or other documents from the private school showing that the student successfully completed the course.

4. The amount of credit sought equals at least one semester's work.

6. The principal or designee determines that the student's achievement is equivalent to that expected of a student of comparable ability taking the same or similar instruction in district schools. This determination shall be based upon the private school's report of a test

ALTERNATIVE CREDITS TOWARD GRADUATION (continued)

developed by the private school in cooperation with the district or, if the private school is located outside the district, the principal or designee may use a test given by a public school or other evidence which he/she deems appropriate.

Legal Reference:

EDUCATION CODE
35160 Authority of governing boards
35160.1 Broad authority of school districts
48412 Certificate of proficiency
48645.5 Course credit, juvenile court schools
48800-48802 Attendance at community college; advanced education
51220 Areas of study; grades 7-12
51225.3 Requirements for graduation
51240-51246 Exemptions from requirements
51420-51427 General Educational Development test
51440 Veterans' education, evaluation and credit toward high school graduation
51740-51741 Authority to provide instruction by correspondence
51745-51749.3 Independent study
51760-51769.5 Work experience education
52300-52499.66 Career technical education
VEHICLE CODE
12814.6 Teen driver's act
CODE OF REGULATIONS, TITLE 5
1600-1635 Alternative credit
10070-10075 Work experience education
11500-11508 Regional occupational centers and programs
11520-11523 Proficiency examination and certificate
11700-11703 Independent study
UNITED STATES CODE, TITLE 20
2301-2414 Carl D. Perkins Career and Technical Education Act of 2006

Management Resources:

WEB SITES
California Department of Education: http://www.cde.ca.gov