



BOARD OF EDUCATION — SPECIAL MEETING
Thursday, February 28, 2013 - Public Session: 5:00 p.m.
Location: Murrieta Valley Unified School District Support Center
41870 McAlby Court, Murrieta, California

Board of Education

Kris Thomasian—President, Kenneth Dickson—Clerk, Robin Crist, Paul Diffley, Barbara Muir

Superintendent / Secretary to the Board

Patrick Kelley

A G E N D A

A. OPENING ACTIVITIES

1. Call to Order (5:00 p.m.)
2. Pledge of Allegiance
3. Approval of Agenda
4. Public Comments

Individuals wishing to address the Board are requested to complete a "Request to Address the Board of Education" card located at the entrance to the Board Room and submit it to the Executive Assistant to the Superintendent & Board. Speakers shall be first recognized by the Board President at the designated time on the agenda. In accordance with Board Bylaw 9323, individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Governing Board shall limit the total time for public input on each item to 20 minutes. No action or discussion shall be undertaken on any item not appearing on the posted agenda, except as authorized by law (Education Code 35145.5, Government Code 54954.2.)

B. HUMAN RESOURCES

1. Approval of Employment of Certificated Applicant
2. Approval of University-Community Partnership Agreement with California State University, San Marcos effective February 14, 2013
3. Approval of Affiliation Agreement with University of Phoenix effective February 28, 2013

C. FACILITIES/OPERATIONAL SERVICES

1. Approval to Award a Contract to replace roofs at Murrieta Valley High School to Chapman Coast Roof Company, Inc. in the amount of \$948,042
2. Approval to Award a Contract to replace roofs at Avaxat Elementary, E. Hale Curran Elementary and Shivela Middle schools to Letner Roofing Company in the amount of \$407,845

D. CLOSED SESSION

- CS-1 Conference with Labor Negotiators pursuant to Government Code 54957.6
Agency designated representatives: Pat Kelley, Stacy Coleman, and Pamela Wilson
- CS-2 Student Disciplinary Actions pursuant to Education Code 35146

E. STUDENT SUPPORT SERVICES

- 1. Expulsion of High School Student Number 235-244-498

F. ADJOURNMENT

Agenda documents are available for public inspection at the District Support Center located at 41870 McAlby Court and on the district's website www.murrieta.k12.ca.us

Pursuant to the Americans with Disabilities Act, persons with a disability who require a disability-related modification or accommodation in order to participate in a meeting, including auxiliary aids or services, may request such modification or accommodation from the Superintendent's Executive Assistant at 951-696-1601 (telephone) or 951-304-1523 (facsimile). Notification 48 hours prior to the meeting will enable the district to make reasonable arrangements to assure accessibility to the meeting.

Approval of Employment of Certificated Applicant

Action: X
Consent:
Information:
Presentation:

**Agenda Item: B-1
February 28, 2013
Page 1 of 1**

Prepared by: Pamela Wilson, Assistant Superintendent, Human Resources

Background Information

The following Certificated applicant is recommended for employment pending completion of the hiring process and a criminal background investigation:

<u>NAME</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE DATE</u>	<u>LOCATION</u>
Marina De La Cruz	Teacher – Temp.	2/08/2013	Buchanan Elementary

Educational Implications

This individual is properly credentialed and has talents in areas that will add to the District’s educational program.

Financial Implications

This position is a Pre-SDC Teacher and is additional staffing for the 2012/13 school year due to current enrollment and staffing ratios. A revised 2012/13 Certificated Staffing Plan reflecting this additional position will be presented to the Board at a later date. The 2012/13 budget will be adjusted accordingly.

Recommendation

It is recommended that the Board of Education approve employment of the Certificated applicant listed pending completion of the hiring process.

Approval of University-Community Partnership Agreement with California State University, San Marcos effective February 14, 2013

Action: X
Consent:
Information:
Presentation:

Agenda Item: B-2
February 28, 2013
Page 1 of 1
Attachment: 4 Pages

Prepared by: Pamela Wilson, Assistant Superintendent, Human Resources

Background Information

This agreement will allow students direct experience in meeting a community need or direct experience that matches the student's educational goal. This agreement is similar to agreements that we have with other universities.

Educational Implications

Not applicable.

Financial Implications

There is no financial implication anticipated.

Recommendation

It is recommended that the Board of Education approve the University-Community Partnership Agreement with California State University, San Marcos effective February 14, 2013.



California State University San Marcos
University Community Partnership Agreement
Agreement No. SFP-12735

This Agreement entered into this 14 February 2013 between the Trustees of the California State University on behalf of California State University San Marcos, referred to as "UNIVERSITY" and Murrieta Valley Unified School District, referred to as "ORGANIZATION".

The Organization understands that the placement of UNIVERSITY STUDENT(s) is solely for educational purposes.

1. The ORGANIZATION agrees to define and assign, for the UNIVERSITY STUDENT(s), meaningful work which is useful to the ORGANIZATION and which offers students direct experience in meeting a community need or direct experience that matches the student's educational goals.
2. The ORGANIZATION will be committed to meet the goals of the academic requirements in accordance with the Learning Plan, reviewed and agreed upon by the STUDENT, UNIVERSITY and ORGANIZATION.
3. The ORGANIZATION shall designate a person to supervise (Supervisor) UNIVERSITY STUDENT(s) and to respond to STUDENT questions throughout the placement. ORGANIZATION shall provide training and orientation to the STUDENT prior to his/her working with clients or providing service to the ORGANIZATION.
4. The ORGANIZATION's designated Supervisor will meet with UNIVERSITY STUDENT(s) to orient them to the ORGANIZATION and to discuss its mission, program, and services in the context of the clientele served. The ORGANIZATION will give the STUDENT(s) a complete site tour and ensure that STUDENT(s) is aware of all emergency procedures and is able to act responsibly in the event of an emergency.
5. The ORGANIZATION's designated Supervisor will explain to UNIVERSITY STUDENT(s) their expectations with respect to attendance, dress and appearance, how to respond to emergency situations, how to prevent occupational hazards pertinent to the ORGANIZATION's environment, and what appropriate and prohibited activities are.
6. The ORGANIZATION will not permit STUDENT(s) to provide services on-site without a Supervisor or designee on the premises.
7. The ORGANIZATION will sign the Guidelines and Limitations form (Attachment A) prior to the STUDENT(s) commencing work. This form to be provided by and returned to student(s).
8. The ORGANIZATION will be responsible for additional requirements as determined by ORGANIZATION.

California law may require the ORGANIZATION to obtain STUDENT's fingerprints and submit them to the Department of Justice, and/or the Federal Bureau of Investigation, for a criminal background check. It is the ORGANIZATION's responsibility to 1) determine whether such fingerprinting or other requirements are required; 2) obtain the requirements from the STUDENT(s); and 3) obtain criminal background clearance from the appropriate agency.

9. TERM

The term of this Agreement shall be operative from date of execution and shall continue for a term of **three (3) years**. Either party may cancel this Agreement upon thirty (30) days written notice. However, any termination by ORGANIZATION shall not be effective against any student who, at the date of mailing of said notice of the intention to so terminate by ORGANIZATION, was participating in a program until such student has completed the program as mutually agreed upon. Organization may terminate the Student in the event the Student does not comply with the Guidelines and Limitations, and ORGANIZATION's policies and procedures provided to the STUDENT(s) by the Site Supervisor or designee.

Any renewal of this agreement is dependent upon, but not limited to, STUDENT(s) feedback, ORGANIZATION's evaluations and Faculty desire to continue this relationship for educational purposes. A renewal process is only applicable if the Faculty member intends to continue placing STUDENT(s) at this site for the foreseeable future, or if this site can be used for other STUDENT placement opportunities.

10. STATUS OF STUDENTS

Students shall at no time throughout this agreement be considered officers, employees, agents or volunteers of the University while they are: at the ORGANIZATION's place(s) of business, in route to or from the ORGANIZATION's place(s) of business, or performing any acts under the direct or indirect supervision, management, or direction of the ORGANIZATION or associated with the performance of this Agreement.

11. INSURANCE

11.1 The ORGANIZATION shall procure and maintain General Liability Insurance, comprehensive or commercial form with \$1,000,000 minimum limit for each occurrence and minimum limit of \$2,000,000 general Aggregate.

11.2 The California State University system has elected to be insured for its General Liability Exposures through the self-insured CSU Risk Management Authority.

11.3 The UNIVERSITY shall provide professional and personal general liability coverage for STUDENTS enrolled in covered academic courses for academic credit, through the Student Academic Field Experience for Credit Liability Insurance Program (SAFECLIP). The coverage limits under this program are \$1,000,000.00 for each loss and \$2,000,000.00 Aggregate for all Covered Parties and not per student. Any affiliate institution to which the Named Insured is obligated by written Agreement to provide such coverage as is afforded by this policy, shall be named as an additional insured.

11.4 The UNIVERSITY shall provide professional, personal general liability, and educator's errors and omissions liability coverage for STUDENTS enrolled in Nursing, Allied Health, Social Work, or Education credential programs performing community service or work for academic credit, through the Student Professional Liability Insurance Program (SPLIP). The coverage limits under this program are \$1,000,000.00 for each loss and \$3,000,000.00 Aggregated for all covered parties, and not per STUDENT. Any affiliate institution to which the Named Insured is obligated by written Agreement to provide such coverage as is afforded by this policy, shall be named as an additional insured.

12. INDEMNIFICATION

The ORGANIZATION shall be responsible for damages caused by the negligence of its directors, officers, agents, employees and duly authorized volunteers occurring in the performance of this Agreement. UNIVERSITY shall be responsible for damages caused by the negligence of its directors, officers, employees and duly authorized volunteers occurring in the performance of this agreement. It is the intention of the ORGANIZATION and UNIVERSITY that the provisions of this paragraph be interpreted to impose on each party responsibility for the negligence of their respective directors, officers, employees and duly authorized volunteers.

13. GOVERNING LAW

This agreement shall be construed in accordance with, and its performance governed by, the laws of the State of California.

14. ALTERATIONS

No alterations or variation of the terms of the agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement herein shall be binding on any of the parties hereto.

15. ASSIGNMENT

No party to this agreement may assign this Agreement, and any rights or obligations hereunder, whether by written agreement, operation of law or in any other manner whatsoever, without the prior written consent of the other party.

16. ENDORSEMENT

Nothing contained in this Agreement shall be construed as conferring on any party hereto any right to use the other party's name as an endorsement or product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other party. Furthermore, nothing in this agreement shall be construed as endorsement for any commercial product or service by UNIVERSITY, its' officers or employees.

17. SURVIVAL

Upon termination of this Agreement for any reason, the terms, provisions, representations and warranties contained in this Agreement shall survive expiration or early termination of this agreement.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements, and understandings with respect hereto. No representation, promise, inducement or statement of intention has been made by any party hereto that is not

embodied herein, and no party shall be bound by or liable for any alleged representation, promise or inducement or statement not set forth herein.

By signature below, the ORGANIZATION and UNIVERSITY agree to the terms and conditions set forth above.

ORGANIZATION
Murrieta Valley Unified School District

California State University San Marcos

By: _____ Date: _____

By: _____ Date: _____

Authorized Signatory

Bella Newberg, Director
Procurement, Contracts & Support Services

Ms. Pamela Wilson
Print Name

Assistant Superintendent of Human Resources
Title

In case of student injury, contact: Cal State San Marcos, University Police (760) 750-4567

**Return the completed form to Procurement & Support Services,
California State University San Marcos, San Marcos CA 92096-0001 or fax: 760-750-3286.**

As you begin your field experience with a community organization, school or business, you are probably eager to get involved and to make a difference in the lives of people with whom you work and the organizations in which you serve. We expect that you will view yourself as a representative of California State University San Marcos in the community, and as such, we ask that you carefully read through and abide by the following guidelines created to assist you in having the best and most productive field experience possible:

1. Ask for help when in doubt.

Your site or field supervisor understands the issues at your site and you are encouraged to approach her/him with problems or questions as they arise. They can assist you in determining the best way to respond in difficult or uncomfortable situations. You may also contact your instructor or your instructor's support staff with questions concerning your placement.

2. Be punctual and responsible.

Although you are not being compensated for your time spent on your community assignment, you are participating in the organization as a reliable, trustworthy and contributing member of the community team. Both the administrators and the persons whom you serve rely on your punctuality and commitment in completing your hours over the entire course of the semester.

3. Call if you anticipate lateness or absence.

Call your site supervisor if you are unable to come in or if you anticipate being late. Again, the site will come to depend on your contributed services and will be at a loss if you fail to come in as scheduled. Be mindful of their needs.

4. Respect the privacy of all clients.

If you are privy to confidential information with regard to the persons with whom you are working, i.e. organizational files, diagnostics, personal stories, etc., it is vital that you treat it as privileged information and follow all codes and standards of ethics that apply.

5. Show respect for the community agency or school for whom you work.

Placement within a community organization or school is an educational opportunity and a privilege. It is imperative that you conduct yourself in a professional and ethical manner by respecting the rights and confidentiality of your supervisor, co-worker(s), and clients.

6. Be appropriate.

You are in a fieldwork situation and are expected to treat your supervisor, co-worker(s) and clients with courtesy and kindness. Dress comfortably, neatly, and appropriately. Use formal names unless instructed otherwise. Set a positive standard for other scholars to follow as part of Cal State San Marcos's ongoing learning programs.

7. Be flexible.

The level or intensity of activity at a field experience site is not always predictable. Your flexibility to changing situations can assist the operation to run smoothly and produce positive outcomes for everyone involved.

In addition to the above expectations, as a participant in your field experience class you are also responsible for the following limitations.

- NEVER report to your service site under the influence of drugs or alcohol.
- NEVER give or loan client money or other personal belongings.
- NEVER make promises or commitments to a client you cannot keep.
- NEVER give a client or organization representative a ride in a personal vehicle or University vehicle unless the person is authorized for transport.
- DO NOT transport a child by yourself.
- NEVER tolerate verbal exchange of a sexual nature or engage in behavior that might be perceived as sexual with a client or community organization representative.
- NEVER tolerate verbal exchange or engage in behavior that might be perceived as discriminating against an individual on the basis of the age, race, gender, sexual orientation, or ethnicity.

I, _____, have reviewed the above Guidelines and Limitations. While participating in my student field placement experience at _____ as part of _____ for _____ at California State University San Marcos effective from _____ to _____, I agree to adhere to the above Guidelines and Limitations.

STUDENT SIGNATURE _____ DATE _____

APPROVED BY

ORGANIZATION SUPERVISOR SIGNATURE

DATE

INSTRUCTOR SIGNATURE

DATE

In case of student injury, contact: University Police at 760 750-4567

Students: Complete this form with your placement supervisor and return the original with signatures to OCSL. Leave a copy of this form with the site supervisor.

**Approval of Affiliation Agreement with University of Phoenix effective
February 28, 2013**

Action: X
Consent:
Information:
Presentation:

**Agenda Item: B-3
February 28, 2013
Page 1 of 1
Attachment: 7 Pages**

Prepared by: Pamela Wilson, Assistant Superintendent, Human Resources

Background Information

This agreement will allow students enrolled in University of Phoenix Counseling Programs the opportunity to complete their education experience in the district. This agreement is similar to agreements that we have with other universities.

Educational Implications

Not applicable.

Financial Implications

There is no financial implication anticipated.

Recommendation

It is recommended that the Board of Education approve the Affiliation Agreement with University of Phoenix effective February 28, 2013.



AFFILIATION AGREEMENT COUNSELING PROGRAMS

This AFFILIATION AGREEMENT (“Agreement”) effective the 28th day of February, 2013 is made and entered by and between The University of Phoenix, Inc., an Arizona for Profit Corporation, hereinafter referred to as the “University” and Murrieta Unified School District, 41870 McAlby Court, Murrieta 92562 an entity domiciled in the State of California referred to as the “Agency”

PART I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide Educational Experiences at the Agency under the supervision of an Agency Supervisor provided by the Agency for Students enrolled in the University’s Counseling Programs.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, Agency and University agree as follows:

PART II. DEFINITIONS

1. **Agency Supervisor** shall mean the designated, qualified agency professional who works for the Agency (as an employee or independent contractor) and who will mentor and supervise the Student according to the educational guidelines provided by the University.
2. **University Representative** shall mean the member of the University faculty designated by the University who coordinates a Student’s Educational Experience.
3. **University Personnel** shall mean employee and other agents of the University, including, but not limited to, the University’s Representative and faculty members associated with evaluation of the Student’s Educational Experience.
4. **Student** shall mean the individual enrolled in the University’s Counseling Program who is participating in his/her Educational Experience.
5. **Client** shall mean the individuals to whom Agency provides its services in the course of its operations.
6. **Agency** shall mean the social service agency, clinic, or mental health office or facility where the Student will participate in his/her Educational Experience under the supervision of the Agency Supervisor.
7. **University** shall mean the University of Phoenix.
8. **Educational Experience** shall mean that portion of the Counseling Program in which the Student receives training under the supervision of the Agency.

PART III.
RIGHTS AND OBLIGATIONS OF THE UNIVERSITY

1. **Responsibility for Educational Experience.** University is responsible for providing educational programs accredited by appropriate agencies that include the Educational Experience; and for determining the hours, standards, administration, matriculation and promotion of the Educational Experience. University is responsible for the selection, testing, placement, and/or removal, and final grading of each Student placed with the Agency.
2. **Student Placements.** University will plan with the Agency, in advance, its schedule of Student placement to the designated areas, including dates and numbers of Students.
3. **Advise Students of Their Obligations.** University agrees to inform Students that Students shall be responsible for following Agency regulations, policies, and procedures.
4. **Program Objectives and Program Handbook.** University agrees to provide to Agency a copy of the course objectives and skills checklist (if appropriate) for the Educational Experience and a copy of the appropriate Program Handbook.
5. **Health Standards.** Participating University Personnel and Students shall be required to comply with the minimum lawful health standards set forth in writing by the Agency and provided to the University.
6. **Availability of University Personnel.** University shall ensure that University Personnel are reasonably available to the Agency for consultation during a Student Educational Experience in a manner that is acceptable to both parties. University shall designate a University Representative and shall give Agency notice of the name of the University Representative.

PART IV.
RIGHTS AND OBLIGATIONS OF AGENCY

1. **Learning Experiences.** Agency agrees to cooperate with University in providing learning experiences for Students that meet the standards of professional accrediting agencies and State agencies, that meet the stated objectives of the University's Educational Experiences, and that effectively facilitate the Students' learning process.
2. **Supervision.** Agency agrees that all Educational Experiences will be under the supervision of an appropriately licensed Agency Supervisor. Agency shall provide an Agency Supervisor and other personnel approved by the Agency to supervise Students. The Agency Supervisor will be the resource person for the Students in the educational setting and will: (a) supervise and observe the Educational Experience of the Student; (b) instruct the Student regarding all applicable Agency policies and programs; (c) facilitate adequate exchange of information between University Personnel and Agency staff; and (d) instruct Students regarding changes in Agency regulations, policies and procedures. University may request the removal and replacement of an Agency Supervisor for reasonable cause. Agency agrees to remove and replace an Agency Supervisor within five (5) days of University's written request.
3. **Notice of Changes in Health Standards.** Agency shall promptly provide to University written notice of any changes in Agency's minimum health standards for Students participating in the Educational Experience at the Agency.
4. **Compliance with Agency Policy and Procedures.** Students are subject to the authority, policies, and regulations of the University, provided, however, that during the Educational

Experience Students also are subject to applicable Agency regulations, policies and procedures. Agency agrees to provide to University Personnel and Students the Agency's policies, procedures and other relevant materials that will allow Students to safely and effectively participate in the treatment of Agency clients. Agency policies, procedures, and/or regulations will govern in the event that such policy, procedure, and/or regulation conflicts with a University policy, procedure and/or regulation until such time as the parties develop a mutually agreeable policy, procedure and/or regulation.

5. **Access to Library Facilities.** If applicable, Agency shall permit Students access to library facilities available to Agency personnel. Students may not remove materials from the Agency without appropriate approval.
6. **Client Care.** Agency understands and agrees that it is solely responsible for providing counseling services for all of its clients including those clients involved in the Educational Experience with Students. Agency shall not approve or allow any direct, hands-on client care by any Student without the approval and consent of the client and unless said care is provided under the direct supervision of the Agency Supervisor and in conformance with all applicable laws, rules, regulations, statutes, ordinances, and policies. Agency shall be responsible for providing adequate staffing necessary to maintain the highest level of quality client care.
7. **Non-Liability of University.** Agency shall be solely responsible for counseling services rendered by individuals who contract with the Agency (either as employees or as independent contractors). Agency will assume and maintain complete control and supervision over all its administrative and staff personnel. University shall not be liable for any claims or damages arising from client care provided by Agency, whether or not Students have participated in the care at issue in the claim or suit.
8. **Inspection for Accreditation.** Agency shall, upon reasonable request, permit the University or its accrediting agencies to inspect Agency facilities, records and other items pertaining to the educational program.
9. **Student Progress.** Upon the reasonable request of University, Agency agrees to submit to University a written evaluation, on the form and according to the guidelines provided by the University, of each Student's performance during the Educational Experience.
10. **Removal from Premises.** Agency shall retain the right, in its sole discretion, to request the removal from Agency premises of any University Personnel or Students and such individuals shall promptly and without protest leave any area whenever requested to do so by the Agency.

PART V. **TERM OF AGREEMENT**

1. **Term.** This Agreement shall become effective on February 28, 2013, and shall remain in effect until terminated by either party in accordance with this section. Either party may terminate this Agreement without cause by giving thirty (30) days prior written notice to the other party of its intention to terminate. Notwithstanding any such termination, all Students already enrolled in and participating in the Educational Experience at the time of the notice of termination shall be given a period of time not to exceed six (6) months from the date of the notice of termination during which to complete the current course in their Educational Experience at Agency.
2. **Request for Withdrawal of Unsatisfactory Students.** Agency may request that the University withdraw from the Educational Experience any Student: (a) whose conduct or appearance inhibits desirable relationships within Agency, (b) whose health status is a detriment, despite a reasonable accommodation, to the Student's successful completion of the Educational Experience, or (c) whose performance after appropriate instruction and counseling continues to

fall below the level required to maintain appropriate practice standards. University agrees to withdraw such Student at the Agency's request.

PART VI. **RECORDS**

1. **Confidentiality of Student Records.** Agency shall keep confidential and shall not disclose to any person or entity (a) Student applications; (b) Student health records or reports; and/or (c) any student records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 123G, concerning any Student participating in the Educational Experience, unless such disclosure is authorized by the Student or is ordered by a court of competent jurisdiction. Agency shall adopt and enforce policies and procedures necessary to protect the confidentiality of Student records as defined herein.
2. **Maintenance of Records.** University will maintain documentation on each Student's Educational Experience for a period of at least four (4) years after said Student has completed his/her Educational Experience.
3. **Confidentiality of Client Records.** University shall direct Students and University Personnel to respect the confidential nature of all health or personnel information relating to the Agency. The University shall advise all Student and University Personnel of the importance of complying with all relevant state and federal confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), to the extent applicable.

PART VII. **INDEMNIFICATION**

1. **Indemnification.** Each party (the "Indemnifying Party") shall indemnify, hold harmless, and, at the request of the other party, defend the other party (the "Indemnified Party") from and against any and all claims, losses, liabilities, costs, and expenses including reasonable attorney's fees, established by judgment or alternative resolution award, arising from (a) any material breach of any provision of this Agreement or (b) the negligence or willful misconduct in the performance of obligations hereunder by the Indemnifying Party or any employee, agent, or other representative of the Indemnifying Party.
2. **Mutual Cooperation.** University and Agency shall provide prompt notification to one another and, to the extent allowed by law, shall reasonably cooperate with one another in the defense of, any lawsuits, claims, or threatened claims that pertain to services provided pursuant to this Agreement.

PART VIII. **INSURANCE**

1. **University and Agency Insurance.** University and Agency each shall maintain, as a minimum, Commercial General Liability Insurance written on an occurrence basis with insurance companies acceptable to the other party for limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, as assurance of its accountability for any such losses, claims, liabilities, or expenses.
2. **Student Insurance.** University shall provide for each Student assigned to the Agency evidence of professional liability insurance coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
3. **Evidence of Coverage.** Upon written request, any party shall provide the other party with a

certificate evidencing such insurance coverage.

4. **Self Insurance.** All insurance required by University to be maintained hereunder may be provided under: (a) an individual policy; (b) a blanket policy or policies which may include other liabilities, properties and locations of University or its affiliates; (c) a plan of self-insurance, provided that University or any guarantor of University's obligations under this Agreement maintains, during the period of such self-insurance, a net worth of at least Fifty Million Dollars (\$50,000,000); or (d) a combination of any of the foregoing insurance programs. To the extent any deductible is permitted or allowed as a part of any insurance policy carried by University in compliance with this section, then University shall be deemed to be covering the amount thereof under an informal plan of self-insurance; provided, however, that in no event shall any deductible exceed Two Hundred Fifty Thousand Dollars (\$250,000) unless University complies with the requirements regarding self-insurance pursuant to clause (c) above.

PART IX. REPRESENTATIONS AND WARRANTIES

1. Each party to this Agreement represents and warrants that (i) it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby applicable to it; and (ii) it has taken all action necessary to authorize the execution, delivery and performance of this Agreement, and this Agreement has been duly executed and delivered to such party.

PART X. GENERAL TERMS AND CONDITIONS

1. **Student and University Personnel Status.** This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, landlord/tenant, or association between the University and the Agency and their employees, Students, or agents, but rather is an agreement by and between two independent contractors. Each Student is placed with the Agency to receive Educational Experience as part of his/her academic curriculum; duties performed by a Student are not performed as an employee of Agency but rather in fulfillment of the academic requirements of his/her Educational Experience and are performed exclusively under direct supervision by Agency personnel. To the extent allowed under state law, neither the Agency nor the University is required to provide workers' compensation coverage for the Students participating in the Clinical Educational Experience. University acknowledges that nothing in this Agreement shall be construed to confer any right upon the University or University Personnel to participate in, control, or direct operations at the Agency.
2. **Employment of Student by Agency.** If a Student is also an employee of Agency, such employment shall be separately negotiated by Agency and each Student. The parties agree that a Student cannot earn hours toward his/her Educational Experience during the same hours he/she is working as an Agency employee.
3. **Non-Discrimination.** Each party shall be separately responsible for compliance with all laws, including anti-discrimination laws, which may be applicable to their respective activities during the Educational Experience.
4. **Accreditation, Licensing and Credentials.** Each party to this Agreement shall be responsible for accreditation, licensing, and credentials of its entities and employees, as applicable, and each party agrees to furnish to the other evidence of such accreditation, licensing and credentials upon written request by the other.

5. **No Compensation for Services** Each party shall pay all of its own costs associated with its participation in the Educational Experience.
6. **Interpretation.** This Agreement constitutes the entire agreement as to the rights and obligations of the parties hereto and supersedes all prior and contemporaneous agreements and undertakings of the parties pertaining to the referenced subject matter.
7. **Amendment and Assignment.** Amendments to this Agreement may be made at any time, provided, however, that any amendments, modifications or alterations shall be made only in writing and shall become effective only upon the written approval of both the Agency and the University. Further, this Agreement may not be assigned by either party without prior written approval of the other party.
8. **Waiver.** No waiver of any breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.
9. **Severability.** In the event that any provision of this Agreement shall be held void, voidable, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.
10. **No Establishment of Third Party Rights.** This Agreement is not intended to create any rights or interests for any other person or entity other than the Agency or the University.
11. **Applicable Law.** This Agreement will be governed by the laws of the State of Arizona and shall in all respects be interpreted, enforced, and governed by Arizona laws.
12. **Disputes.** In the event any dispute or controversy ("Dispute") arising out of this Agreement cannot be settled by the parties, such Dispute shall be submitted to arbitration in Phoenix, Arizona. In the event the parties cannot mutually agree upon an arbitrator and procedure to settle their Dispute within fifteen (15) days after written demand by one of the parties for arbitration, then the Dispute shall be arbitrated by a single arbitrator chosen pursuant to the applicable rules of the National Health Lawyers Association Dispute Resolution Service ("DRS") (or, if not then in existence, the American Arbitration Association ("AAA")). The decision of the arbitrator shall be final, binding and non-appealable for all purposes and judgment to enforce any such binding decision may be entered in Superior Court, Maricopa County, Arizona (and for this purpose, each party expressly and irrevocably consents to the jurisdiction of said court) and in any other court of competent jurisdiction. At the request of either party, arbitration proceedings shall be confidential. In such case, all documents, testimony, and records shall be received, heard and maintained by the arbitrator in secrecy, available for inspection only by either party and by their attorneys and experts, who shall agree in advance and in writing, to maintain all such information in secrecy. In all other respects, the arbitration shall be conducted pursuant to the then existing rules and regulations of the DRS (or, if not then in existence, the AAA) to the extent such rules and regulations are not inconsistent with such Act or this Agreement.
13. **Notices.** Any notice given under this Agreement may be given by personal delivery, overnight air express, or certified United States mail, return receipt requested. Notice shall be deemed to be given either (a) upon actual receipt, if the notice is by personal delivery or by overnight air express; or (b) five (5) business days after mailing, if the notice is by United States mail, return receipt requested. Notice under this Agreement shall be given in writing to the parties at the following addresses or to such other persons or places as either party may from time to time designate by written notice to the other party.

If to the University: University of Phoenix
College of Social Sciences
Mail Stop CF-SX07
1625 Fountainhead Parkway
Tempe, AZ 85282

With a copy to: University of Phoenix
Apollo Legal Services
4025 S. Riverpoint Parkway
Mail Stop CF-K612
Phoenix, AZ 85040

If to the Agency: Murrieta Unified School District
41870 McAlby Court
Murrieta CA 92562

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

UNIVERSITY:

AGENCY:

Signature

Lynn K. Hall

Name

Dean, College of Social Sciences

Title

520.247.4364 480.375.9550

Phone Fax

Date

lynn.hall@phoenix.edu

E-Mail address

Signature

Name (Print or Type)

Title

Phone Fax

Date

E-Mail address

Approval to Award a Contract to replace roofs at Murrieta Valley High School to Chapman Coast Roof Company, Inc. in the amount of \$948,042

Action: X
Consent:
Information:
Presentation:

Agenda Item: C-1
February 28, 2013
Page 1 of 1

Prepared by: Bill Olien, Assistant Superintendent, Facilities/Operational Services
Chuck Ekstrom, Director of Maintenance/Operations

Background Information

On February 8, 2013, the district conducted a bid opening for roof replacements at Murrieta Valley High School.

The project includes replacement of roofs on the classroom buildings (800 Wing) and the Performing Arts Center.

Results of the bids are as follows:

1. Chapman Coast Roof Company	\$ 948,042
2. Letner Roofing Company	\$ 964,750
3. Best Contracting Services	\$ 994,200
4. Cabral Roofing Corporation	\$1,044,827
5. Sylvester Roofing Company	\$1,105,016
6. Rojack Roofing Inc.	\$1,178,800
7. Courtney	\$1,195,872
8. Commercial & Industrial Roofing Co.	\$1,256,000
9. Bell Roof Company, Inc.	\$1,272,750

Educational Implication

Maintaining school facilities in a timely and cost effective manner contributes to the quality of the educational program.

Fiscal Implication

This contract will be funded using local general obligation bonds.

Recommendation

It is recommended that the Board of Education approve awarding a contract to replace roofs at Murrieta Valley High School to Chapman Coast Roof Company in the amount of \$948,042.

Approval to Award a Contract to replace roofs at Avaxat Elementary, E. Hale Curran Elementary and Shivela Middle schools to Letner Roofing Company in the amount of \$407,845

Action: X
Consent:
Information:
Presentation:

Agenda Item: C-2
February 28, 2013
Page 1 of 1

Prepared by: Bill Olien, Assistant Superintendent, Facilities/Operational Services
Chuck Ekstrom, Director of Maintenance/Operations

Background Information

On February 11, 2013, the district conducted a bid opening for roof replacements at three school sites.

The project includes roof replacement at Avaxat Elementary, E. Hale Curran Elementary and Shivela Middle schools.

Results of the bids are as follows:

1. Letner Roofing Company	\$407,845
2. Best Contracting Services	\$441,000
3. Chapman Coast Roof Co.	\$516,449
4. Rite-Way Roof Corporation	\$539,970
5. Cabral Roofing Corporation	\$609,506
6. Bell Roof Company	\$634,318
7. Roy O Huffman Roof Co.	\$641,065
8. Roejack Roofing Inc.	\$763,500

Educational Implication

Maintaining school facilities in a timely and cost effective manner contributes to the quality of the educational program.

Fiscal Implication

This contract will be funded using local general obligation bonds.

Recommendation

It is recommended that the Board of Education approve awarding a contract to replace roofs at Avaxat Elementary, E. Hale Curran Elementary and Shivela Middle schools to Letner Roofing Company in the amount of \$407,845.

Expulsion of High School Student Number 956-018-230

Action: X
Consent:
Information:
Presentation:

Agenda Item: E-1
February 28, 2013
Page 1 of 1

Prepared by: Butch Owens, Director of Student Support

Background Information

The Board of Education may wish to act on a recommendation from the Administrative Hearing Panel concerning the expulsion of High School student number 956-018-230. If the Administrative Hearing Panel recommends expulsion the Board will be presented with a complete information packet under separate cover.

The Administrative Hearing Panel convened February 21, 2013 at 3:30 p.m. to hear the recommendation from site administration regarding the expulsion. The panel had three days after the hearing to make its decision and recommendation. If the decision of the panel had been not to recommend expulsion this item would have been removed from the agenda.

Educational Implications

If the Board of Education expels this student, the educational program offered by Murrieta Valley Unified School District will not be available. Alternative programs offered through the Riverside County Office of Education or Community Day School may be appropriate for this student.

Fiscal Implications

State student funding is not available for expelled students.

Recommendation

It is recommended that the Board of Education take appropriate action.