

## **AGENDA ITEM BACKUP SHEET**

**August 24, 2010**

### **Board Meeting**

**TITLE:** Presentation: Opening of Schools – Elementary/Secondary Education 2010-11 School Year

**ITEM:** Presentation

**SUBMITTED BY:** Herman Mendez, Assistant Superintendent, Elementary Education

Dawn Miller, Assistant Superintendent, Secondary Education

---

#### **BACKGROUND INFORMATION:**

The purpose of this agenda is to present information on the opening of elementary and secondary schools.

#### **RATIONALE:**

Staff will share steps that have been taken to assure the successful opening of school on August 30. The report will include student registration, facility status, staffing and textbook distribution.

#### **FUNDING:**

Not Applicable

#### **RECOMMENDATION:**

For informational purposes.

## **AGENDA ITEM BACKUP SHEET**

**August 24, 2010**

### **Board Meeting**

**TITLE:** Presentation: Construction and Building Services Summer Projects Update

**ITEM:** Presentation  
**SUBMITTED BY:** Joe Dixon, Asst. Superintendent, Facilities & Governmental Relations  
**PREPARED BY:** Todd Butcher, Manager of Construction  
Dennis Ziegler, Director, Building Services

---

#### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to provide an update to the Board of Education of the construction and summer projects that were addressed by Construction and Building Services.

#### **RATIONALE:**

Construction and Building Services Departments have worked diligently over the summer months to assure that all school facilities are safe, effective, well-maintained learning environments for all students. The projects ranged from playground installations to new HVAC systems Districtwide as well as new classroom buildings, roofing projects, and parking lot enhancements. This presentation is to keep the Board informed of all projects completed this summer.

#### **FUNDING:**

Not Applicable

#### **RECOMMENDATION:**

Presented for information purposes.

## **AGENDA ITEM BACKUP SHEET**

**August 24, 2010**

### **Board Meeting**

**TITLE:** Presentation: Standards-Based Report Card Pilot for Intermediate Schools Update

**ITEM:** Presentation

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



---

#### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to update the Board of Education on the Standards-Based Report Card Pilot. During the 2006-07 school year, District staff researched and worked towards implementing a proficiency-based intermediate school report card. The Board approved the report card pilot at Carr, Mendez Fundamental, and Villa Fundamental intermediate schools, and approved the addition of Sierra Intermediate on June 23, 2009.

#### **RATIONALE:**

The Administration staff is updating the Board on the pilot standards-based report cards at Carr, Mendez Fundamental, Villa Fundamental, and Sierra intermediate schools, and include Spurgeon and Willard to the pilot. The standards-based grade reporting will serve to keep parents better informed on students' progress toward meeting the State Standards and potential for passing the CAHSEE in the 10<sup>th</sup> grade.

#### **FUNDING:**

Not Applicable

#### **RECOMMENDATION:**


Presented for informational purposes.

## **AGENDA ITEM BACKUP SHEET**

**August 24, 2010**

### **Board Meeting**

**TITLE:** Presentation: Preschool Programs Update

**ITEM:** Presentation 

**SUBMITTED BY:** Herman Mendez, Assistant Superintendent, Elementary Education

**PREPARED BY:** Charlotte Ervin, Head Start Coordinator  
Janneth Linnell, Early Childhood Education Coordinator

---

#### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to update the Board of Education as to the Early Childhood Education and Head Start programs.

#### **RATIONALE:**

This presentation highlights the Preschool Programs for the Early Childhood Education and the Head Start program implementation of a quality program.

#### **FUNDING:**

Not Applicable.

#### **RECOMMENDATION:**

For informational purposes.

# **AGENDA ITEM BACKUP SHEET**

**August 24, 2010**

## **Board Meeting**

**TITLE:** Presentation: Budget Update

**ITEM:** Presentation

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

**PREPARED BY:** Kelvin Tsunezumi, Executive Director, Fiscal Services

---

### **BACKGROUND INFORMATION:**

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

### **RATIONALE:**

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

### **FUNDING:**

Not Applicable

### **RECOMMENDATION:**

Presented for informational purposes.

## **AGENDA ITEM BACKUP SHEET**

**August 24, 2010**

### **Board Meeting**

**TITLE:** Conduct Public Hearing - Authorizing a School Facility Needs Analysis and Alternative School Facilities Fees in Compliance With Government Code §65995.5, 65995.6, and 65995.7 and Making Related Findings and Determinations  
(Commonly Referred to as Developer Fees)

**ITEM:** Public Hearing  
**SUBMITTED BY:** Joe Dixon, Asst. Superintendent, Facilities & Governmental Relations  
**PREPARED BY:** Jessica Mears, Facilities Planner

---

#### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to conduct a public hearing to authorize a School Facility Needs Analysis (SFNA) and Alternative School Facilities Fees (ASFF) in Compliance With Government Code § 65995.5, 65995.6, and 65995.7 and Making Related Findings and Determinations. Education Code § 17620 and Government Code § 65995.5, 65995.6, and 65995.7 allow for the imposition of ASFF that may be collected from residential development in the District (developer fees). The SFNA provides the factual basis for the District to consider and, if desired, adopt the ASFF. The Board adopted Resolution No. 10/11-2846 on September 8, 2009 approving the 2009 SFNA and ASFF of \$4.84 per square foot of new residential development.

#### **RATIONALE:**

The Alternative School Facilities Fees are needed to offset the impact of planned new residential development. In order to levy ASFF, the SFNA must be adopted annually by resolution at a public hearing, and must demonstrate that the District meets the statutory criteria contained in Government Code § 65995.5(b)(3). According to the 2010 SFNA prepared July 22, 2010, the District meets the criteria required for adoption of ASFF. The new ASFF (Level II Fees) imposed would be \$5.09 per square foot of new residential development starting August 25, 2010 for a maximum of one year.

#### **FUNDING:**

Not Applicable


#### **RECOMMENDATION:**

Conduct a Public Hearing authorizing a School Facility Needs Analysis (SFNA) and Alternative School Facilities Fees (ASFF) in compliance with Government Code § 65995.5, 65995.6, and 65995.7.

**AGENDA ITEM BACKUP SHEET**  
**August 24, 2010**

**Board Meeting**

**TITLE:** Approval for Extension of License Agreement With Document Tracking Services for School Accountability Report Cards

**ITEM:** Consent 

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

**PREPARED BY:** Michele Cunha, Coordinator, Research and Evaluation

---

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval for a two-month extension to the original license agreement with Document Tracking Services (DTS) for the School Accountability Report Cards (SARC) per No Child Left Behind Legislation (NCLB) which ends on May 1, 2011.

At its April 27, 2010 Board meeting, the Board approved an agreement with DTS to prepare the SARCs including translation. This is a web-based application that allows school districts to streamline how they complete and update the SARCs. With DTS, District and site administrators will customize pre-populated online templates to produce school and district reports compliant with State and federal mandates.

**RATIONALE:**

The original license agreement with DTS ends on May 1, 2011. Since the agreement must run concurrently with the fiscal year, a two-month extension is being requested. The new contract end date will be June 30, 2011.

**FUNDING:**

Research and Evaluation: \$2,042.50

**RECOMMENDATION:**

Approve the two-month extension to the license agreement with Document Tracking Services in the amount of \$2,042.50 for 2010-11 school year, ending on June 30, 2011.



May 21, 2010

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

Re: Document Tracking Services

**INVOICE #6667008**

Pursuant to the licensing agreement between Santa Ana Unified School District and Document Tracking Services (DTS):

**Document Tracking Services**

Document Tracking Services [5/1/11 to 6/30/11]: \$2,042.50  
*56 schools and District Personnel = 57 sites  
License Agreement includes up to 5 documents*

**Total Balance Due: \$2,042.50**

**Please Make Checks Payable To: Document Tracking Services**

**Send via FedEx using ID 2336-3858-7 to:**

Aaron Tarazon, Assistant Director  
Document Tracking Services  
6365 Nancy Ridge Drive  
San Diego, CA 92121  
858-784-0967 - Phone  
858-587-4640 - Corporate Fax

Thank you!

---

Approved Per Payment (Signature)

---

Name/Role (Printed)

**AGENDA ITEM BACKUP SHEET**  
**August 24, 2010**

**Board Meeting**

**TITLE:** Approval of Memorandum of Understanding With Orange County Superintendent of Schools for System Utilization of Comprehensive Strategies for Ensuring Student Success Project for 2010-11 School Year

**ITEM:** Consent

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

---

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to request Board approval of Memorandum of Understanding (MOU), attached, with the Orange County Superintendent of Schools in order to provide a series of parent and teacher training workshops known as the Systemic Utilization of Comprehensive Strategies for Ensuring Student Success (S.U.C.S.E.S.S.) Project.

**RATIONALE:**

This MOU represents an ongoing collaboration with the Orange County Department of Education, and has been instrumental in providing high quality training in autism for Special Education staff. The goal of the instructional SUCSESS project is to ensure the delivery of state of the art strategies for students with Autism.

**FUNDING:**

Special Education: \$10,121

**RECOMMENDATION:**

Approve the Memorandum of Understanding with the Orange County Superintendent of Schools for the System Utilization of Comprehensive Strategies for Ensuring Student Success Project for the 2010-11 school year.

Contract Number:

MEMORANDUM OF UNDERSTANDING  
S.U.C.S.E.S.S. PROJECT 2010 - 2011  
BETWEEN  
Santa Ana SPECIAL EDUCATION LOCAL PLAN AREA  
AND  
ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

This MEMORANDUM OF UNDERSTANDING is hereby entered into this 1<sup>st</sup> day of July, 2010, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Santa Ana Special Education Local Plan Area, 1601 E. Chestnut Avenue, Santa Ana, California, 92701, hereinafter referred to as SELPA. SUPERINTENDENT and SELPA shall be collectively referred to as the Parties.

WHEREAS, SUPERINTENDENT has, in collaboration with the Regional Coordinating Council of Comprehensive System of Personnel Development Advisory Committee (CSPDAC), provided a series of parent and professional trainings and Autism Spectrum Disorders (ASD) program support known as the Systemic Utilization of Comprehensive Strategies for Ensuring Student Success (S.U.C.S.E.S.S.) Project; and

WHEREAS, the S.U.C.S.E.S.S. Project's staff development trainings and ongoing program support provides information in evidenced-based practices and instructional strategies for infants through secondary aged students with ASD; and

WHEREAS, the S.U.C.S.E.S.S. Project is implemented by a S.U.C.S.E.S.S. Project Coordinator (Coordinator), a full-time position which has been funded in the past by the SUPERINTENDENT through the

1 Orange County Department of Education's (OCDE) Division of Special  
2 Education Services; and

3 WHEREAS, the Coordinator coordinates a variety of activities  
4 among all of the Orange County Special Education Local Plan Areas  
5 including but not limited to staff and parent in-service trainings  
6 related to ASD, coordination of focus and mentor groups for the Focus  
7 Academy, including Narratives and Social Thinking as well coordination  
8 of S.U.C.S.E.S.S. contact meetings for local representatives from each  
9 of the Orange County Special Education Local Plan Areas, meeting with  
10 their respective advisory groups and participating in interagency  
11 meetings with ASD related organizations such as the Interagency Autism  
12 Group, O.C. Teacher Preparation Induction Collaborative, O.C. Autism  
13 Regional Task Force. In addition, the Coordinator maintains the  
14 S.U.C.S.E.S.S. Project webpage and resource library and serves as a  
15 community liaison for issues related to Autism services. The services  
16 provided by the Coordinator are referred to as "Coordination  
17 Services."

18 WHEREAS, for the 2010 - 2011 school year, the thirteen (13)  
19 Special Education Local Plan Areas in Orange County have agreed to  
20 collectively fund forty percent (40%) of the cost for salary and  
21 benefits of one full time position for the Coordination Services  
22 provided by the Coordinator based on the total average daily  
23 attendance (ADA) of each Special Education Local Plan Area in Orange  
24 County; and

25 WHEREAS, in addition to Coordination Service, the Coordinator  
also will provide "Consultation Services" to the SELPA, as requested,

1 at a fixed daily rate. These Consultation Services may include  
2 technical assistance to school district staff via on-site  
3 consultation, didactic instruction regarding research-based  
4 instructional strategies and follow-up meetings to promote  
5 sustainability, mentoring and ongoing program development.  
6 Consultation Services may also include providing in-service training  
7 to para-educators regarding effective instructional strategies as well  
8 as in-service training to general education staff regarding  
9 characteristics and instructional needs of students with ASD. The  
10 consultation services provided by the Coordinator as described above  
11 are hereinafter referred to as "Consultation Services."

12 NOW, THEREFORE, the Parties hereby agree as follows:

13 1.0 RECITALS AND EXHIBITS. The Parties incorporate the above  
14 Recitals and attached exhibits as if fully restated in this Memorandum  
15 of Understanding.

16 2.0. SUPERINTENDENT'S DUTIES. SUPERINTENDENT shall perform the  
17 duties of facilitator for the S.U.C.S.E.S.S. Project and the  
18 S.U.C.S.E.S.S. Project Coordinator as well as coordinate the efforts  
19 of the participating educational agencies. The S.U.C.S.E.S.S. Project  
20 Coordinator shall provide the SELPA with Coordination Services as well  
21 as the Consultation Services set forth in the Request for  
22 S.U.C.S.E.S.S. Project Consultation Services form, attached hereto as  
23 Exhibit "B" and incorporated by reference herein.

24 3.0 TERM. The term of this Memorandum of Understanding will  
25 commence on July 1, 2010, and end on June 30, 2011, subject to

1 termination as set forth in Section 6.0 of this Memorandum of  
2 Understanding.

3 4.0 COMPENSATION. SELPA agrees to pay SUPERINTENDENT the total  
4 amount of Ten Thousand One Hundred Twenty One Dollars (\$10,121.00) for  
5 Coordination Services and Consultation Services provided by the  
6 S.U.C.S.E.S.S. Project Coordinator as set forth more specifically in  
7 paragraphs A and B below.

8 A. Coordination Services: SELPA agrees to pay SUPERINTENDENT  
9 the sum of Seven Thousand One Hundred Twenty One Dollars (\$7,121.00)  
10 for Coordination Services provided by the S.U.C.S.E.S.S. Project  
11 Coordinator based on the SELPA'S total average daily attendance P-2,  
12 (09-10 P2 ADA) as described in Exhibit "A", Orange County SELPA Share  
13 for S.U.C.S.E.S.S. Project Coordination Services for 2010-2011,  
14 attached hereto and incorporated by reference herein. *This sum does*  
15 *not include payment for participation fees in S.U.C.S.E.S.S. Project*  
16 *activities, meetings or workshops.* Participation fees will be designed  
17 and organized to minimize additional expenses such as the use of  
18 evenings, weekends and online support for S.U.C.S.E.S.S. Project  
19 activities, meetings or workshops. In addition, alternative funding  
20 sources will be explored to offset expenses, such as grants,  
21 collaboration with local colleges and universities, Beginning Teacher  
22 Support and Assessment (B.T.S.A.) and Intern programs.

23  
24 B. Consultation Services: The SELPA has requested that the  
25 Coordinator also provide Consultation Services, in accordance with the  
Request for S.U.C.S.E.S.S. Project Consultation Services form,

1 attached hereto as Exhibit "B" and incorporated by reference herein.  
2 The SELPA will be billed at a daily rate of Seven Hundred Fifty  
3 Dollars (\$750.00), in the total amount of Three Thousand Dollars  
4 (\$3,000.00) for the requested 4 days of Consultation Services.

5 C. Payment of Total Amount: SUPERINTENDENT shall invoice the  
6 SELPA for the Coordination Services and Consultation Services in the  
7 Total Amount of Ten Thousand One Hundred Twenty One Dollars  
8 (\$10,121.00) and the SELPA shall remit payment to: Orange County  
9 Superintendent of Schools, P. O. Box 9050, 200 Kalmus Drive, Costa  
10 Mesa, California 92626-9050, Attn: Dennis Roberson, Chief Special  
11 Education, or at such other place as SUPERINTENDENT may designate in  
12 writing, within forty five days (45) of receipt of said invoice.

13 5.0 INDEMNIFICATION/HOLD HARMLESS.

14 A. SUPERINTENDENT hereby agrees to indemnify, defend, and  
15 hold harmless SELPA, its officers, agents, and employees from  
16 liability and claims of liability for bodily injury, personal injury,  
17 sickness, disease, or death of any person or persons, or damage to any  
18 property, real personal, tangible or intangible, arising out of the  
19 negligent acts or omissions of employees, agents or officers of  
20 SUPERINTENDENT or the Orange County Board of Education during the term  
21 of this Memorandum of Understanding.

22 B. SELPA hereby agrees to indemnify, defend, and hold  
23 harmless SUPERINTENDENT, the Orange County Board of Education, and its  
24 officers, agents, and employees from liability and claims of liability  
25 for bodily injury, personal injury, sickness, disease, or death of any

1 person or persons, or damage to any property, real, personal, tangible  
2 or intangible, arising out of the negligent acts or omissions of  
3 employees, agents or officers of SELPA during the term of this  
4 Memorandum of Understanding.

5 6.0 TERMINATION. SELPA or SUPERINTENDENT may terminate this  
6 Memorandum of Understanding only with good cause, with the giving of  
7 thirty (30) days prior written notification to the other party. SELPA  
8 shall compensate SUPERINTENDENT only for services rendered to the date  
9 of termination. Notice shall be deemed given when received by the  
10 SUPERINTENDENT or SELPA, or no later than three (3) days after the day  
11 of mailing, whichever is sooner.

12 7.0 NOTICE. All notices or demands to be given under this  
13 Memorandum of Understanding by either party to the other shall be in  
14 writing and given either by: (a) personal service or (b) by U.S. Mail,  
15 mailed either by registered or certified mail, return receipt  
16 requested, with postage prepaid. Service shall be considered given  
17 when received if personally served or if mailed on the third day after  
18 deposit in any U.S. Post Office. The address to which notices or  
19 demands may be given by either party may be changed by written notice  
20 given in accordance with the notice provisions of this section. As of  
21 the date of this Memorandum of Understanding, the addresses of the  
22 parties are as follows:

23 SELPA: Santa Ana Special Education Local Plan Area  
24 1601 E. Chestnut Avenue, Santa Ana, CA 92701

25 Attention: Doreen Lohnes, Director

1 SUPERINTENDENT: Orange County Superintendent of Schools  
2 200 Kalmus Drive  
3 P.O. Box 9050  
4 Costa Mesa, California 92628-9050  
5 Attn: Patricia McCaughey

6 8.0 NON WAIVER. The failure of SUPERINTENDENT or SELPA to seek  
7 redress for violation of, or to insist upon, the strict performance of  
8 any term or condition of this Memorandum of Understanding shall not be  
9 deemed a waiver by that party of such term or condition, or prevent a  
10 subsequent similar act from again constituting a violation of such  
11 term or condition.

12 9.0 SEVERABILITY. If any term, condition or provision of this  
13 Memorandum of Understanding is held by a court of competent  
14 jurisdiction to be invalid, void, or unenforceable, the remaining  
15 provisions will nevertheless continue in full force and effect, and  
16 shall not be affected, impaired or invalidated in any way.

17 10.0 GOVERNING LAW. The terms and conditions of this Memorandum  
18 of Understanding shall be governed by the laws of the State of  
19 California with venue in Orange County, California.

20 11.0 ENTIRE MEMORANDUM OF UNDERSTANDING/AMENDMENT. This  
21 Memorandum of Understanding and any exhibits attached hereto  
22 constitute the entire Memorandum of Understanding among the Parties to  
23 it and supersede any prior or contemporaneous understanding or  
24 agreement with respect to the services contemplated, and may be  
25 amended only by a written amendment executed by both Parties to the  
Memorandum of Understanding.

IN WITNESS WHEREOF, the Parties hereto have caused this  
Memorandum of Understanding to be executed.

Santa Ana SELPA SPECIAL  
EDUCATION LOCAL PLAN AREA

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

BY: \_\_\_\_\_  
Authorized Signature

BY: \_\_\_\_\_  
Authorized Signature

PRINT NAME: \_\_\_\_\_

PRINT NAME: Patricia McCaughey

TITLE: \_\_\_\_\_

TITLE: Coordinator

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

DATE: June 21, 2010

EXHIBIT "A"

Orange County SELPA Share for S.U.C.S.E.S.S. Project Coordination  
Services for 2010-2011

# Orange County SELPA Share for S.U.C.S.E.S.S. Project Coordination Services

For Year 2010-2011

Vendor #	SELPA	Contract #	09-10 P2 ADA without charter ADA	%	Total cost	SELPA Share
9406328	Anaheim City		18,584.36	3.870075%	\$65,700	\$2,543
9400641	Capistrano USD		49,660.20	10.341420%		\$6,794
9406329	Garden Grove USD		46,479.86	9.679135%		\$6,359
9406330	Greater Anaheim		57,308.55	11.934141%		\$7,841
9406331	Irvine USD		26,165.07	5.448709%		\$3,580
9402888AA	Newport-Mesa USD		20,736.37	4.318217%		\$2,837
	North Orange County		50,276.37	10.469734%		\$6,879
9406334	Northeast		30,583.14	6.368744%		\$4,184
9406335	Orange USD		26,889.33	5.599532%		\$3,679
9406336	Sanita Ana USD		52,044.94	10.838027%		\$7,121
S9400039	South Orange County		33,036.02	6.879541%		\$4,520
9406338	Tustin USD		21,600.69	4.498206%		\$2,955
9408568	West		46,841.86	9.754519%		\$6,409
<b>Total</b>			480,206.76	100.00%		\$65,700

EXHIBIT "B"

Request for S.U.C.S.E.S.S. Project Consultation Services

## Request for S.U.C.S.E.S.S. Project Consultation Services



SELPA: Santa Ana

District(s) where services will take place: Santa Ana

Contact Person: Debbi Woods

Contact Information: Debbi.Woods@SAUSD.US

Date submitted to Andrea Walker: \_\_\_\_\_

### Indicate Desired Outcome(s) and # of days requested for each:

\_\_\_\_ Provide technical assistance to staff via the S.U.C.S.E.S.S. Academy format which includes on-site consultation and support for selected teachers, didactic instruction regarding research based instructional strategies and coordination with selected 'in-house' support staff through scheduled follow-up meetings to promote sustainability, mentoring and ongoing program development

Number of requested days: \_\_\_\_\_

\_\_\_\_ Design and provide in-service to para-educators regarding effective instructional strategies and team work

Number of requested days: \_\_\_\_\_

\_\_\_\_ Design and provide in-service to general education staff regarding characteristics and instructional needs of students with ASD

Number of requested days: \_\_\_\_\_

\_\_\_\_ Support local district's training efforts, program design and monitoring through collaboration with local staff

Number of requested days: \_\_\_\_\_

☒ Other outcomes to be considered: \_\_\_\_\_

Number of requested days: \_\_\_\_\_

Total days requested: 4 Estimated cost (at approx. \$750 per day): \$3,000

**AGENDA ITEM BACKUP SHEET****August 24, 2010****Board Meeting**

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

**ITEM:**                   **Consent**

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

---

**BACKGROUND INFORMATION:**

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

**RATIONALE:**

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

**FUNDING:**

Special Education: Not to Exceed \$29,867

**RECOMMENDATION:**

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

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

---

**Board Meeting: August 24, 2010**

Student ID#	Amount	Master Contract and Individual Service Agreement for Nonpublic School/Agency
318082	\$29,867	New Haven Youth & Family

**AGENDA ITEM BACKUP SHEET****August 24, 2010****Board Meeting**

**TITLE:**                **Approval of Payment and Reimbursement of Costs Incurred for Designated Instructional Services for Students With Disabilities**

**ITEM:**                **Consent**

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

---

**BACKGROUND INFORMATION:**

The purpose of this board item is to request Board approval of payment and/or reimbursement of costs incurred for designated instructional services for students with disabilities.

**RATIONALE:**

In accordance with the students' Individualized Education Program (IEP) the parties listed below need to be reimbursed for designated instructional services.

**FUNDING:**

Special Education: Not to Exceed \$18,000

**RECOMMENDATION:**

Approve payment and reimbursement of costs incurred for designated instructional services for students with disabilities for the 2010-2011 school year.

**Reimbursement of Incurred Expenses for Designated Instructional Services for Students  
With Disabilities**

---

**Board Meeting: August 24, 2010**

Student ID#	Amount	Parent of:
355047	\$2,000	355047
159998	\$3,000	159998
352683	\$3,000	352683
167792	\$10,000	167792

**AGENDA ITEM BACKUP SHEET****August 24, 2010****Board Meeting**

**TITLE:** Approval of Readmission of Previously Expelled Students for Fall Semester of 2010-11 School Year

**ITEM:** Consent

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

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

---

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of readmission of previously expelled students for the Fall Semester of 2010-11 School Year.

**RATIONALE:**

The former students as listed on the attached information sheet have submitted required documentation for readmission, have been interviewed by the Expulsion Readmission Committee, and have provided acceptable answers to questions asked by the committee. It is recommended that the Board approve the students' readmission to District schools.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve the action of the Expulsion Readmission Panel to readmit previously expelled students listed on the attached sheet to District schools for the fall semester of the 2010-11 school year.

**AGENDA ITEM BACKUP SHEET****August 24, 2010****Board Meeting**

**TITLE:** Adoption of Resolution No. 10/11-2847 – Authorization of One-Time-Only Infant -Toddler Child Care Resource Contract for Cal-SAFE Program 2010-11 Program Year

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

---

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board adoption of Resolution No. 10/11-2847 to authorize One-Time-Only Infant Toddler Child Care Resource contract #CCAP-9051 from the California Department of Education/Child Development Division for the Cal-SAFE Program of the Santa Ana Unified School District for 2010-11 program year.

**RATIONALE:**

The District currently provides services for 36 infants and toddlers through the Cal-SAFE program. Approval of the contract will enable the District to purchase materials and supplies needed to enhance the Cal-SAFE classrooms.

**FUNDING:**

California Department of Education/Child Development Division: \$2,502

**RECOMMENDATION:**

Adopt Resolution No. 10/11-2847 for authorization of One-Time-Only Infant and Toddler Child Care Resource Contract #CCAP-9051 for the Cal-SAFE Program for 2010-11 program year.

**RESOLUTION NO. 10/11-2847**

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services by adoption of Resolution No. 10/11-2847 – Authorization of Infant Toddler Resource Contract #CCAP-9051 for the 2010-11 program year.

**RESOLUTION**

BE IT RESOLVED that the Governing Board of Santa Ana Unified School District

authorizes entering into local agreement number/s 10/11-2847 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Jane Russo</u>	<u>Superintendent</u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

PASSED AND ADOPTED THIS 24<sup>th</sup> day of August 2010/11, by the Governing Board of Santa Ana Unified School District of Orange County, California.

I, José Alfredo Hernández, J.D., Clerk of the Governing Board of

Santa Ana Unified School District, of Orange, County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

<u></u>	<u>8/24/10</u>
(Clerk's signature)	(Date)

**AGENDA ITEM BACKUP SHEET****August 24, 2010****Board Meeting**

**TITLE:**                   **Approval of Agreement With Orange County Department of Education to Participate in Inside The Outdoors School Program and Inside The Outdoors Field Program for 2010-11 School Year**

**ITEM:**                   **Consent**  
**SUBMITTED BY:** **Herman Mendez** , Assistant Superintendent, Elementary Education

---

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval for student participation in the Inside the Outdoors School program and Inside the Outdoors Field Program.

**RATIONALE:**

The Orange County Environmental Field Study Program was initiated in 1982 by the Orange County Department of Education and has received widespread acceptance. The Santa Ana Unified School District schools that have participated in past years have evaluated these programs very highly for their educational value.

The goals of these programs are to teach students about the environment, to develop awareness, appreciation of wild animals, and to increase their knowledge of science concepts as outlined in the California science framework. Where the Outdoors Field Program offers a one-day environmental field study in the Newport Bay area, the Inside the Outdoors School Program provides a one-hour lesson taught by the Traveling Naturalist or Traveling Scientist at the school sites.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve of contract agreement with Orange County Department of Education to participate in Inside the Outdoors School Program and Inside the Outdoors Field Program for the 2010-11 school year.

/lr

AGREEMENT FOR PARTICIPATION  
INSIDE THE OUTDOORS  
FIELD PROGRAM  
PUBLIC SCHOOLS 2010 - 2011

This AGREEMENT is hereby entered into this 1st day of July, 2010, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Santa Ana Unified School District, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

TERMS, CONDITIONS, AND RESPONSIBILITIES

1.0 SUPERINTENDENT shall provide a one hour to two day Inside the Outdoors - Field Program, hereinafter referred to as PROGRAM, more specifically described in Exhibit "A", which is attached hereto and incorporated by reference herein.

2.0 This AGREEMENT shall be in full force and effect for the period commencing September 1, 2010 and ending August 31, 2011. **This AGREEMENT must be fully executed by the Parties and be on file with the SUPERINTENDENT prior to DISTRICT participating in the PROGRAM.**

3.0 In compliance with Education Code Section 35330 DISTRICT hereby declares that no student has been denied the opportunity to participate in the PROGRAM because of the inability to pay the required fee. DISTRICT has made every effort to acquire the financial support from fund-raising efforts, parents, and the community to assist those pupils who are unable to pay the required fee.

1 4.0 SUPERINTENDENT shall provide the PROGRAM for DISTRICT'S  
2 school(s) pursuant to Exhibit "A". Transportation and food are not  
3 included and shall be the sole responsibility of DISTRICT.

4 5.0 DISTRICT shall provide one (1) certificated employee and one (1)  
5 adult aide or parent to participate in the PROGRAM with each group of  
6 25-30 students.

7 5.1 A certificated employee shall ride with and supervise  
8 students on the bus.

9 5.2 All participating certificated employees and adult  
10 aides, in cooperation with the PROGRAM staff, shall  
11 be expected to take an active role in the supervision  
12 of students. All guests must be eighteen (18) years  
13 of age or older.

14 6.0 Should a DISTRICT group exceed two (2) classrooms on a given day  
15 (approximately sixty (60) students), the additional classroom(s) may  
16 be scheduled to participate on another day.

17 7.0 It is recommended that at least one (1) adult accompanying each  
18 DISTRICT group hold a valid California driver's license and maintain  
19 appropriate insurance coverage to drive a vehicle and have the  
20 DISTRICT'S authority to transport sick or injured students requiring  
21 medical attention (a district vehicle may be provided).

22 8.0 DISTRICT shall be responsible for the supervision and care of  
23 its students from the time of departure from home or school to the  
24 time of arrival back at the home or school. DISTRICT shall also be  
25 responsible for the actions of its students and employees while  
participating in the PROGRAM.

1 9.0 Hold Harmless/Insurance coverage shall be as follows:

2 A. DISTRICT shall hold harmless, defend, and indemnify the  
3 Orange County Superintendent of Schools, the Orange County  
4 Board of Education, and their officers, agents, and  
5 employees from any and all claims for damages resulting  
6 from the acts or omissions of DISTRICT, its officers,  
7 agents, employees, and students with respect to the Inside  
8 the Outdoors - Field Program.

9 B. SUPERINTENDENT shall hold harmless, defend, and indemnify  
10 the DISTRICT, its Governing Board, officers, agents,  
11 employees, and students from any and all claims for damage  
12 resulting from the acts or omissions of the Orange County  
13 Superintendent of Schools, the Orange County Board of  
14 Education and its officers, agents, and employees with  
15 respect to the Inside the Outdoors - Field Program.

16 C. DISTRICT must furnish to SUPERINTENDENT a certificate of  
17 insurance evidencing all coverages and additional insured  
18 endorsements required **no less than fourteen (14) business**  
19 **days, excluding holidays, prior to DISTRICT'S first day of**  
20 **participation. DISTRICT shall not participate in the**  
21 **Inside The Outdoors - Field Program until SUPERINTENDENT**  
22 **has received a valid certificate of insurance evidencing**  
23 **the insurance coverage required.**

24 D. DISTRICT'S insurance must be with an insurance company  
25 admitted and licensed by the Insurance Commissioner of the

1 State of California or a program of self-insurance  
2 approved by the SUPERINTENDENT.

3 E. If the DISTRICT is either partially or fully self-insured  
4 for its liability exposures, DISTRICT must notify the  
5 SUPERINTENDENT in writing fourteen (14) business days,  
6 excluding holidays, prior to DISTRICT'S first day of  
7 participation and provide the SUPERINTENDENT with a  
8 statement signed by an authorized representative of  
9 DISTRICT which states that DISTRICT agrees to protect the  
10 Orange County Superintendent of Schools, the Orange County  
11 Board of Education, and its officers, employees, and  
12 agents as if the insurance requirements in Section 9.0  
13 were in full effect.

14 F. DISTRICT agrees to maintain Comprehensive General  
15 Liability Insurance, including bodily injury, property  
16 damage, premises-operations, products-completed operations  
17 and personal injury, in the amount of not less than one  
18 million dollars (\$1,000,000) per occurrence or a program  
19 of self-insurance approved by SUPERINTENDENT.

20 G. The following two (2) policy endorsements must be included  
21 and written as follows:

22 (a) "The Orange County Superintendent of Schools, the  
23 Orange County Board of Education, and their officers,  
24 agents and employees shall be added as an additional  
25 insured to the policy."

1 (b) "Such insurance as is afforded by this policy for the  
2 Orange County Superintendent of Schools, the Orange  
3 County Board of Education, and its officers, agents,  
4 and employees shall be primary, and any insurance  
5 carried by the Orange County Superintendent of  
6 Schools, or the Orange County Board of Education, for  
7 the Orange County Superintendent of Schools and the  
8 Orange County Board of Education and its officers,  
9 agents, and employees shall be excess and  
10 non-contributory."

11 H. DISTRICT shall, at DISTRICT'S sole cost and expense, take  
12 out prior to participation in the Inside the Outdoors -  
13 Field Program, and maintain in full force and effect, from  
14 the first day of participation through the last day of  
15 participation, a policy or policies of insurance covering  
16 DISTRICT'S participation in the Inside the Outdoors -  
17 Field Program.

18 I. Insurance certificate description should read as  
19 "Participation in the Inside the Outdoors Programs."

20 J. In addition, DISTRICT shall provide a thirty (30) day  
21 cancellation or reduction of coverage clause.

22 K. Insurance certificate holder shall be named proper as  
23 "Orange County Superintendent of Schools, 200 Kalmus  
24 Drive, P.O. Box 9050, Costa Mesa, California 92628-9050,  
25 Attn: Contracts Department."

1 10.0 Any notice of **cancellation** by DISTRICT must be received in  
2 writing by SUPERINTENDENT at least **twenty (20)** business days,  
3 excluding holidays, prior to the scheduled PROGRAM date. In the  
4 event of a cancellation, the District is responsible to find an  
5 equivalent replacement no later than (10) business days prior to the  
6 cancelled program date; SUPERINTENDENT may also attempt to find an  
7 equivalent replacement if possible. **If DISTRICT or SUPERINTENDENT is**  
8 **unable to find an equivalent replacement, DISTRICT will be charged**  
9 **ninety percent (90%) of the full cost of the scheduled PROGRAM.** If  
10 DISTRICT'S School wishes to **reschedule** a scheduled PROGRAM date,  
11 DISTRICT'S School may be charged an additional fee of seventy-five  
12 dollars (\$75.00).

13 11.0 Cancellation of a PROGRAM due to inclement weather conditions  
14 may be made by the SUPERINTENDENT'S designated staff (no charge will  
15 be incurred for those days). DISTRICT groups will be rescheduled at  
16 a later date, upon request of DISTRICT and when space is available.  
17 If DISTRICT decides to participate in the PROGRAM in inclement  
18 weather conditions, DISTRICT will be charged the full fee regardless  
19 of weather conditions.

20 12.0 DISTRICT agrees to pay SUPERINTENDENT per student or per PROGRAM  
21 more specifically described in Exhibit "B", which is attached hereto  
22 and incorporated by reference herein. **Payment shall be made based on**  
23 **the number of students that actually attend, but not less than ninety**  
24 **percent (90%) of the number of students identified in Exhibit "A".**

25 If school is designated as sponsored, a minimum enrollment  
requirement is ninety percent (90%) of the contracted number of

1 students, and is paid by sponsorship. If the number of students who  
2 attend is less than ninety percent (90%) of the contracted enrollment  
3 number, SCHOOL will be charged a per student fee for all students  
4 that fall below ninety percent (90%).

5 13.0 DISTRICT agrees to send to PROGRAM the number of students  
6 indicated in Exhibit "A". DISTRICT agrees to pay a fee to  
7 SUPERINTENDENT pursuant to Section 12.0, for each student of DISTRICT  
8 participating in the PROGRAM. If the number of students described in  
9 Exhibit "A" should change, DISTRICT will notify SUPERINTENDENT no  
10 less than twenty (20) business days prior to the scheduled date.

11 14.0 Full payment of fees by DISTRICT or school must be received by  
12 SUPERINTENDENT within thirty (30) calendar days of billing postmark.

13 15.0 DISTRICT agrees to bear the expense of repairs and/or breakage  
14 resulting from unreasonable wear or abuse to property and/or  
15 equipment caused by its students and/or teachers.

16 16.0 DISTRICT hereby delegates, by approval of this AGREEMENT, to the  
17 District Superintendent or the District Superintendent's designee,  
18 pursuant to Education Code Section 39656, the authority to allow  
19 additional schools or students to participate in the Inside the  
20 Outdoors - Field Program during the term of AGREEMENT.

21 17.0 In the interest of public health, SUPERINTENDENT provides a  
22 tobacco-free environment. Smoking or the use of any tobacco products  
23 are prohibited in buildings and vehicles, and on any property owned,  
24 leased or contracted for by the SUPERINTENDENT pursuant to  
25 SUPERINTENDENT Policy 400.15. Failure to abide with conditions of  
this policy could result in the termination of this AGREEMENT.

1 18.0 SUPERINTENDENT and DISTRICT agree that they will not engage in  
2 unlawful discrimination in employment of persons because of race,  
3 color, religious creed, national origin, ancestry, physical handicap,  
4 medical condition, marital status, or sex of such persons.

5 19.0 SUPERINTENDENT and DISTRICT agree that this AGREEMENT shall be  
6 construed and entered into in accordance with the laws of the State  
7 of California, through California state courts with venue in Orange  
8 County, California.

9 20.0 NOTICE. All notices or demands to be given under this AGREEMENT  
10 by either party to the other, shall be in writing and given either  
11 by: (a) personal service or (b) by U.S. Mail, mailed either by  
12 registered or certified mail, return receipt requested, with postage  
13 prepaid. Service shall be considered given when received if  
14 personally served or if mailed on the third day after deposit in any  
15 U.S. Post Office. The address to which notices or demands may be  
16 given by either party may be changed by written notice given in  
17 accordance with the notice provisions of this section. As of the  
18 date of this AGREEMENT, the addresses of the parties are as follows:

19 DISTRICT: Santa Ana Unified School District  
1601 E. Chestnut Avenue  
Santa Ana, California 92701  
20 Attn: \_\_\_\_\_

21 SUPERINTENDENT: Orange County Superintendent of Schools  
22 200 Kalmus Drive  
P.O. Box 9050  
23 Costa Mesa, California 92628-9050  
Attn: Patricia McCaughey

24 21.0 If any term, covenant, condition or provision of this AGREEMENT  
25 is held by court of competent jurisdiction to be invalid, void or

1 unenforceable, the remainder of the provisions shall remain in full  
2 force and effect and shall in no way be affected, impaired or  
3 invalidated thereby.

4 22.0 The failure of SUPERINTENDENT or DISTRICT to seek redress for  
5 violation of, or to insist upon, the strict performance of any term  
6 or condition of this AGREEMENT, shall not be deemed a waiver by that  
7 party of such term or condition, or prevent a subsequent similar act  
8 from again constituting a violation of such term or condition.


9 23.0 This AGREEMENT contains the entire agreement between  
10 SUPERINTENDENT and DISTRICT regarding the services and any agreement  
11 hereafter made shall be ineffective to modify this AGREEMENT in whole  
12 or in part unless such agreement is embodied in an amendment to this  
13 AGREEMENT which has been signed by both SUPERINTENDENT and DISTRICT.  
14 This AGREEMENT supersedes all prior negotiations, understandings,  
15 representations and agreements.

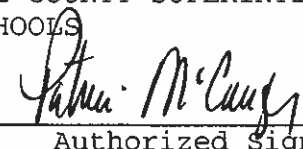
16  
17  
18  
19  
20 [THIS SECTION INTENTIONALLY LEFT BLANK.]  
21  
22  
23  
24  
25

1 IN WITNESS WHEREOF, the Parties hereto have caused this  
2 AGREEMENT to be executed.

3 DISTRICT: SANTA ANA UNIFIED  
4 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

5 BY:   
Authorized Signature

BY:   
Authorized Signature

6 PRINT NAME: \_\_\_\_\_

PRINT NAME: Patricia McCaughey

7 TITLE: \_\_\_\_\_

TITLE: Coordinator

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

DATE: July 1, 2010

### Field Programs - REVISED Exhibit A

School	Site / Program	Scheduled Date	Grade	Number of Students	Fee per Student	Price per Event or Flat Fee	Comments
<b>District: Santa Ana Unified</b>							
DAVIS (WALLACE R.)	UPPER NEWPORT BAY	9/23/2010	4	121	no charge*		Sponsored Trip
DAVIS (WALLACE R.)	WILD WETLANDS - 9:00 SESSION	1/10/2011	3	138	no charge*		Sponsored Trip
EDISON SCHOOL	UPPER NEWPORT BAY	11/15/2010	4	115	no charge*		Sponsored Trip
HEROES	UPPER NEWPORT BAY	11/23/2010	4	105	no charge*		Sponsored Trip
Kennedy School	UPPER NEWPORT BAY	10/22/2010	4	125	no charge*		Sponsored Trip
Martin School	WILD WETLANDS - 9:00 SESSION	1/21/2011	3	50	no charge*		Sponsored Trip
Martin School	WILD WETLANDS - 9:00 SESSION	1/25/2011	3	50	no charge*		Sponsored Trip
Martin School	WILD WETLANDS - 9:00 SESSION	1/27/2011	3	50	no charge*		Sponsored Trip
Muir Fundamental School	UPPER NEWPORT BAY	12/17/2010	4	140	no charge*		Sponsored Trip
Romero-Cruz (Lydia)	UPPER NEWPORT BAY	9/30/2010	4	150	no charge*		Sponsored Trip
Sepulveda School	UPPER NEWPORT BAY	10/7/2010	4	70	no charge*		Sponsored Trip
Sepulveda School	RANCHO SONADO	10/14/2010	5	90	no charge*		Sponsored Trip
Thorpe Fundamental School	UPPER NEWPORT BAY	11/16/2010	4	150	no charge*		Sponsored Trip
Walker	RANCHO SONADO	10/18/2010	5	95	no charge*		Sponsored Trip
Walker	UPPER NEWPORT BAY	10/25/2010	4	95	no charge*		Sponsored Trip
Walker	WILD WETLANDS - 9:00 SESSION	1/18/2011	3	95	no charge*		Sponsored Trip
Washington	UPPER NEWPORT BAY	10/11/2010	4	130	no charge*		Sponsored Trip

Note:

- (1)
- (2)

The Orange County Superintendent of Schools shall have the final approval on all revisions/modifications made to Exhibit A. Cancellations and/or modifications to the number of pupils indicated in Exhibit A are subject to the terms and conditions of Section 10.0 and Section 11.0 of the Agreement.

Revisions/Modification Approval:

\_\_\_\_\_  
Inside the Outdoors Program

\_\_\_\_\_  
Date

**AGENDA ITEM BACKUP SHEET**  
**August 24, 2010**

**Board Meeting**

**TITLE:**                    **Ratification of Agreement Under The Workforce Investment Act With City of Santa Ana for 2010-11 School Year**

**ITEM:**                    **Consent**

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

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

---

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board ratification of the agreement Under the Workforce Investment Act between the Santa Ana Unified School District and the City of Santa Ana for the continued funding of the *Success Bound!* program. This Agreement shall commence on July 1, 2010 and all duties arising under this Agreement shall have been performed by June 30, 2011.

**RATIONALE:**

For nine years, the Santa Ana Unified School District has collaborated with the City of Santa Ana's Workforce Investment Board (WIB) in providing Workforce Investment Act (WIA) programs. The *Success Bound!* program offers eligible low-income high school seniors the opportunity to participate in activities that support academic education while focusing on student success in higher education and career preparation. The *Success Bound!* program provides tutoring, mentoring, work experience, and job preparation for thirty-five in-school youth.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Ratify Agreement Under The Workforce Investment Act with the City of Santa Ana for 2010-11 school year.

Contract No. \_\_\_\_\_

## **AGREEMENT UNDER THE WORKFORCE INVESTMENT ACT**

THIS AGREEMENT, made and entered into this 1<sup>st</sup> of July, 2010 by and between the City of Santa Ana, a charter city and municipal corporation duly organized and existing under the Constitution and laws of the State of California ("CITY") and Santa Ana Unified School District/Career Development/ROP ("CONTRACTOR").

### **W-I-T-N-E-S-S-E-T-H**

#### **Recitals:**

A. CITY has been designated a Local Workforce Investment Area (LWIA) under the Workforce Investment Act of 1998, Public Law 105-220 ("the Act").

B. The State of California has created the LWIA to administer the Act programs operated by the State of California pursuant to the Act.

C. As a LWIA, CITY is entitled to receive federal funds to establish programs to prepare economically disadvantaged youths for entry into the labor market and to provide basic skills development to those individuals who are economically disadvantaged or otherwise face serious barriers to succeeding in life. One goal of California's Workforce Investment System is to provide youth with the opportunities to achieve career goals that will allow them to successfully compete in the labor market and prepare them for higher education.

D. CONTRACTOR is experienced in operating education, occupational development and employment programs for economically disadvantaged youths for entry into the labor market ("said program").

E. CONTRACTOR is willing to operate said program pursuant to the Act and California law.

WHEREFORE, for and in consideration of the respective and mutual covenants and promises hereinafter contained and made, and subject to all the terms and conditions hereof, the parties hereto do hereby agree as follows:

**I.**  
**CONTRACTOR'S OBLIGATIONS**

A. CONTRACTOR agrees to provide the following services pursuant to said program, as more specifically set forth in CONTRACTOR'S program narrative contained in "Exhibit A" and in the Statement of Work (Exhibit B), attached hereto and by this reference incorporated herein:

CONTRACTOR'S failure to provide said services may be grounds for CITY to readjust the level of payment to CONTRACTOR otherwise provided for hereinafter.

B. CONTRACTOR agrees to provide benefits to individuals who participate in the activities and services funded by this Agreement ("participants") in accordance with the standards and requirements set forth in Workforce Investment Act of 1998, Public Law 105-220.

C. CONTRACTOR agrees to perform the services set forth herein in a professional, timely and diligent manner.

D. CONTRACTOR shall provide wages and benefits to individuals who participate in the activities and services funded by this Agreement ("participants") in accordance with the standards and requirements of the Act, including Section 181 of the Act.

E. CONTRACTOR shall adhere to the Labor Standards described in the Act including Section 181 of the Act.

F. CONTRACTOR agrees to comply with the "Complaint Handling Procedures under the WIA", attached hereto as "Exhibit C" and incorporated herein as though fully set forth in 20 CFR §667.200, Subpart F. CONTRACTOR shall advise participants of their rights to file complaints under the Act and the procedures for resolution of any complaints. CITY's procedures for handling complaints alleging a violation of the Act, regulations, grants, or other agreements under the Act shall be followed and any decision of CITY, the State or the federal government relating to the complaint shall be binding and followed by CONTRACTOR. CONTRACTORS who are employers shall operate a grievance system that incorporates CITY's procedures for resolution of complaints relating to the terms and conditions of employment; these procedures shall be approved in writing by CITY.

G. As a condition of this award of financial assistance under the Act to CONTRACTOR from CITY, CONTRACTOR assures, with respect to operation of all programs or activities funded with funds provided pursuant to the Act, and all agreements or arrangements to carry out such programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of the Act (Section 188) and compliance with Equal Employment Opportunity provisions in Executive Order (E.O.) 11246, as amended by E.O. 11375 and supplemented by the requirements of 41 CFR Part 60; the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 29 CFR Part 33 and 37. The United States, the State of California and CITY have the right to seek judicial enforcement of this assurance.

H. CONTRACTOR agrees that no participant(s) shall commence training prior to the approval of funding pursuant to Section 123 of the Act.

I. CONTRACTOR agrees to maintain such records and submit such reports, data and information, on the form and containing such information, at such times as CITY may request or require regarding the performance of CONTRACTOR'S services or activities, costs or other data, including but not limited to, participants' attendance, payroll records and job duty statements.

CONTRACTOR agrees to forward to the Santa Ana Work Center Administrative Office, 1000 East Santa Ana Blvd., Suite 200, Santa Ana, California 92701 a completed Workforce Investment Act Application form (WIA EWIR) and supporting documents within 45 days of application date; a complete Workforce Investment Act Enrollment/Registration form (WIA EWIE) within 30 days of determination (reviewer) date; any subsequent updates to EWIE within 10 days of the begin date of activity or end date of an activity; Workforce Investment Act Youth Test Scores form (WIA EYTS) within 30 days of application date; Workforce Investment Act Exit form (WIA EWIT) within 15 days of completion/termination of active enrollment of trainee; and the Workforce Investment Act Follow-Up Contact Information form (WIA EWIF) within 21 days following 30, 60, 90, 180, 270, and 360 days of exit.

CITY, the State of California and the United States government and/or their representatives shall have access for purposes of monitoring, auditing and examining of CONTRACTOR'S activities, performance, books, documents, papers, and records of CONTRACTOR subcontractors, bookkeepers and accountants, and employees and participants related to this Agreement. Such agencies or representatives shall also schedule on-site monitoring in their discretion. Monitoring activities may also include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of CONTRACTOR are kept. Nothing herein shall be construed to require access to any privileged or confidential information as set forth in federal or state law.

In the event CONTRACTOR does not make the above-referenced documents available within the City of Santa Ana, California, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by CITY in conducting any audit at the location where said records and books of account are maintained.

All accounting records and evidence pertaining to all costs of CONTRACTOR and all documents related to this Agreement shall be kept available at the location where CONTRACTOR conducted the program, as well as in the County of Orange, for the duration of this Agreement and thereafter for three (3) years after completion of an audit. Records which relate to (a) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (b) costs and expenses of this Agreement to which CITY, the State of California or the United States Government take exception, shall be retained beyond the three (3) years until resolution of disposition of such appeals, litigation, claims, or exceptions.

J. Without prejudice to any other section of this Agreement, CONTRACTOR shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of federal and state law. Notwithstanding the

foregoing, CONTRACTOR agrees to submit to CITY, the State of California and/or the United States Government or their representatives, all records requested for administrative purposes, including audits, examinations, monitoring and verification of records submitted by CONTRACTOR, costs incurred and services rendered hereunder.

K. CONTRACTOR agrees to complete in triplicate, a monthly Invoice/Voucher on CITY's Invoice/Voucher form, showing in detail the amount of money already expended by CONTRACTOR hereunder, as this is a cash reimbursement contract. Accounting records must be supported by such source documentation such as cancelled checks, paid bills, payrolls, time and attendance records, contract and subgrant award documents [29 CFR-Subpart C, Section 97.20 (b)(6)]. CONTRACTOR agrees to submit the above-stated documents to the WIB Administrative Office, 1000 East Santa Ana Blvd., Suite 200, Santa Ana, California, 92701, by the tenth (10th) day of the month following the month in which CONTRACTOR'S services are performed. Should CONTRACTOR fail to deliver said documents to CITY, CITY shall have the option to cancel this Agreement by giving CONTRACTOR ten (10) days written notice thereof. CONTRACTOR shall either return to the CITY excess revenues over costs or use such excess revenues as program income by utilizing such program income for additional training activities authorized under the Act.

L. CONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations. CONTRACTOR also agrees to provide at CONTRACTOR'S own expense supplies and other costs of said PROGRAM.

M. CONTRACTOR shall arrange independently for an audit that includes WIA funds received from CITY, in accordance with the Act, 20 CFR Section 667.200 and OMB Circular A-133. CONTRACTOR shall submit one original of each required audit report to CITY within (30) days after the date received by CONTRACTOR. Should CONTRACTOR fail to comply with these requirements, CITY may at its option withhold payment of funds, or disallow funds or suspend additional grant funds.

N. CONTRACTOR shall not expend funds pursuant to this Agreement to provide services to any participant where costs of training are paid for by any other person or entity.

O. CONTRACTOR shall comply with the provisions of Circular A-102 of the U.S. Office of Management and Budget (OMB) and the related "Common Rule" entitled "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Government", Subpart C, paragraphs 37 and 42, Circular A-128, and all other applicable federal statutes and executive orders and their implementing regulations, including regulations at 29 CFR Part 97.

P. CONTRACTOR shall comply with the requirements of federal regulations found at 29 CFR 93 which provide that no appropriated funds may be expended by the recipient of a federal contract, grant, loan or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, member of Congress or an officer or employee of a member of Congress in connection with awarding of any federal contract, the making of any federal grant or loan, entering into any cooperative agreement and the extension, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. CONTRACTOR shall sign a certification to that effect in a form as set forth in "Exhibit D," attached hereto and by this reference incorporated herein. CONTRACTOR shall submit said signed certification to CITY prior to performing any of its obligations under this Agreement and prior to any obligation arising on the part

of CITY to pay any sums to CONTRACTOR under the terms and conditions of this Agreement.

Q. CONTRACTOR agrees to provide a drug-free work place and to execute a certification as set forth in "Exhibit E" attached hereto and incorporated herein by this reference.

R. CONTRACTOR, in accordance with the Child Support Compliance Act, recognizes and acknowledges the importance of child and family support obligations and shall fully comply with all state and federal laws relating to child and family support enforcement, including, but not limited to: disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the state Family Code; and, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the California Employment Development Department (EDD).

S. CONTRACTOR agrees to comply with all applicable provisions of the ACT and the federal regulations, including but not limited to the regulations found at 20 CFR part 629.

T. CONTRACTOR agrees to provide priority of services for veterans and eligible spouses pursuant to 20 CFR part 1010 and the regulations implementing priority of service for veterans and eligible spouses in Department of Labor job training programs under the Jobs for Veterans Act published at 73 Fed.Reg. 78132 on December 19, 2008.

## **II. CITY'S OBLIGATIONS**

A. CITY agrees to pay to CONTRACTOR when, if and to the extent federal funds are received under the provisions of the Act a sum not to exceed \$173,500 for CONTRACTOR'S performance in accordance with the payment schedule attached hereto as "Exhibit F" during the period of this Agreement. Said sum shall be paid after CITY receives invoices submitted by CONTRACTOR as provided hereinabove.

B. CITY agrees to provide for on-site monitoring reviews of said program operation at least twice annually. In addition, monthly desk-top reviews of pertinent information will be conducted.

C. CITY has the right to de-obligate the funds hereunder and take such funding back from CONTRACTOR due to any of the following reasons: (a) lack of performance by CONTRACTOR; (b) lack of fiscal accountability of CONTRACTOR; or (c) decrease in available funding.

## **III. TIME PERIOD OF AGREEMENT**

This Agreement shall commence on July 1, 2010 and all duties arising under this Agreement shall have been performed by June 30, 2011. The term of this Agreement may be extended by a writing executed by the Deputy City Manager for Development Services and the City Attorney.

## **IV.**

## **INDEPENDENT CONTRACTOR**

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

### **V.**

#### **WORKER'S COMPENSATION AND EMPLOYER'S RIGHTS**

A. CONTRACTOR shall use appropriate funds received from CITY to provide workers' compensation to all those hired by CONTRACTOR under this Agreement.

B. CONTRACTOR shall have the right to hire, dismiss, or promote its employees or contract personnel hired under this Agreement so long as its hiring or dismissal policy or standard does not violate Title VII of the Civil Rights Act of 1964, Fair Labor Standards Act of 1938, or any other applicable law, and CONTRACTOR maintains itself as an Equal Opportunity employer.

### **VI.**

#### **APPLICABLE GUIDELINES**

A. The parties hereto agree that CONTRACTOR shall comply with all applicable federal and state laws and regulations, including, but not limited to the Performance Standards (**Exhibit B**) and general program requirements described in Sections 106 and 141 of the Act (29 USC Sections 1516 and 1551) and applicable regulations, and the U.S. Department of Labor guidelines and regulations, including amendments or revisions made during the terms of this Agreement. Said applicable laws are hereby incorporated by reference and made as part of this Agreement as though fully set forth herein.

B. CONTRACTOR also assures and certifies that:

1. CONTRACTOR acknowledges and confirms that the U.S. Department of Labor has established three (3) common measures for youth: (a) Placement in employment or education; (b) Attainment of degree or certificate; and, (c) Literacy or numeracy gains. With regard to the Summer Youth Program, the only measure is "Work Readiness". Pending WIA reauthorization and or U.S. Department of Labor and EDD updates, CONTRACTOR agrees to implement and shall meet any additional performance measures that may be subsequently required by the Workforce Investment Act or by any other Federal, State, and local law.

2. CONTRACTOR shall comply with Title VII of the Civil Rights Act of 1964 (P.L. 83-354) and in accordance with Title VII of the Act, no person shall, on the grounds of race, color, religion, sex, age, handicap or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

3. CONTRACTOR shall comply with any and all federal laws limiting the political activity of employees hired under this Agreement.

4. CONTRACTOR shall comply with the requirements that no program under the Act shall involve political activities.

5. RECORD INSPECTION. CONTRACTOR shall provide the U.S. Department of Labor and the Controller General, by and through any authorized representative, as well as the WIB Administrative Office, access to and the right to examine all records, books, papers or documents relating to the accounting and use of funds under this Agreement for a three-year period from and after the effective date of this Agreement.

6. No person with responsibilities in the operation of any program under the Act shall discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs.

7. CONTRACTOR shall maintain appropriate standards for health and safety in work and training situations.

8. CONTRACTOR shall comply with general provisions, assurances, and certifications attached hereto as "**Exhibit G**" and incorporated herein.

9. EQUAL OPPORTUNITY. Any literature distributed by CONTRACTOR for the purpose of apprising businesses, participants, or the general public of its programs under this Agreement shall state that its programs are supported by the City of Santa Ana and the Santa Ana Workforce Investment Board, and shall state that the program is an "equal opportunity employer/program" and that "auxiliary aids and services are available upon request to individuals with disabilities."

10. Based on the population eligible to be served, or likely to be directly affected by the WIA program or activity, the services or information may need to be provided in a language other than English in order to allow such population to be effectively informed about or able to participate in the program or activity. Pursuant to 29 CFR 37.35, the Contractor must take reasonable steps to provide services and information in appropriate languages after considering the scope of the program or activity, and the size and concentration of the population that needs services or information in a language other than English.

11. CONTRACTOR certifies that all property, finished or unfinished documents, data, studies and reports prepared or purchased under this Agreement, will be disposed of in accordance with the direction of the CITY. In addition, any tools and/or equipment furnished to the CONTRACTOR by the CITY and/or purchased by the CONTRACTOR with funds pursuant to this Agreement, will be limited to use within the activities outlined in this agreement and will remain the property of the United States Government and/or CITY. Upon termination of this Agreement, CONTRACTOR will immediately return such tools and/or equipment to the CITY or dispose of them in accordance with the direction of the CITY.

12. CONTRACTOR certifies that this Agreement does not provide for the

advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination, as specified by Article XVI, Section 5, of the Constitution of the State of California, regarding separation of church and state.

13. **PATENT, COPYRIGHTS AND RIGHTS IN DATA.** The CONTRACTOR will disclose to the CITY any invention, written product, computer program developed or data assembled as a result of performance of work under this Agreement within seventy four (74) days of invention, development or assembly. The CITY, State of California, and U.S. Department of Labor will have the right to patent any invention and copyright any written product or computer program or data generated by CONTRACTOR. Upon written request, CONTRACTOR will transfer all pertinent information, specifications and right, title and interest to the designated agency.

14. **INVENTIONS, PATENTS AND COPYRIGHTS.**

A. **Reporting Procedure.** If any project produces patentable items, patent rights, processes, or inventions in the course of work under a U.S. Department of Labor (DOL) grant or agreement, the CONTRACTOR shall report the fact promptly and fully to the CITY. The CITY shall report the fact to the Grant Officer, at the DOL. Unless there is a prior agreement between the CITY and the DOL and its representative on these matters, the DOL shall determine whether to seek protection on the invention or discovery. The DOL and its representative shall determine how the rights in the invention or discovery, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the "Governmental Patent Policy" (President's Memorandum for Heads of Executive Departments and Agencies, August 23, 1971, and Statement of Government Patent Policy as printed in 36 FR 16889).

B. **Copyright Policy.**

1. Unless otherwise provided in the terms of the grant or agreement, when copyrightable material is developed in the course of or under a DOL Grant or agreement, the author and the CITY which developed the work is free to copyright material or to permit others to do so. The CONTRACTOR and the Workforce Investment Board (WIB) shall have a royalty-free, nonexclusive and irrevocable license to reproduce, publish, use and to authorize others to use all copyrighted material.

2. The DOL reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under any grant, sub-grant, or contract under a grant or subgrant; (b) Any right of copyright to which a grantee, subgrantee or a CONTRACTOR purchases ownership with grant support; and (c) CONTRACTOR shall comply with the requirements of 29 CFR Part 97.34.

C. **Rights to Data.** The DOL and the CITY shall have unlimited rights to any data first procured or delivered under this Agreement.

15. **CLEAN AIR / CLEAN WATER ACT.** If the grant hereunder exceeds \$100,000, CONTRACTOR must comply with Section 306 of the Clean Air Act [(42 USC 1875(h)); Section 508 of the Clean Water Act (33 USC 1368); Executive Order 11738 and

Environmental Protection Agency ("EPA") regulations (40 CFR Part 15) as any may now exist or be hereafter amended. Under these laws and regulations, the CONTRACTOR assures that:

- (a) No facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities;
- (b) It will notify CITY prior to award of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities;
- (c) It will notify the CITY and the EPA about any known violation of the above laws and regulations.

C. CONTRACTOR agrees to adhere to the following STANDARDS OF CONDUCT:

1. General Assurance. Every reasonable course of action will be taken by CONTRACTOR in order to maintain the integrity of this expenditure of public funds and to avoid favoritism. This Agreement will be administered in an impartial manner, free from errors to gain personal, financial political gain. CONTRACTOR, its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

2. Employment of Former State or CITY Employees. CONTRACTOR will ensure that any of its employees who were formerly employed by the State of California or CITY, in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by this Agreement, will not be assigned to any part or phase of the activities conducted pursuant to this Agreement for a period of not less than two years following the termination of such employment.

3. Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any executive or employee of CONTRACTOR will receive favorable treatment when considered for enrollment in programs provided by, or employment with, CONTRACTOR.

4. Conducting Business Involving Close personal Friends and Associates. Executives and employees of CONTRACTOR will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for CONTRACTOR to conduct business with a friend or associate of an executive or employee of CONTRACTOR, an elected official in the area or a voting or non-voting member of the Workforce Investment Board (WIB), a permanent record of the transaction will be retained.

5. Avoidance of Conflict of Economic Interest. No executive or employee of CONTRACTOR elected official in the area, or voting or non-voting member of a WIB, will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by CONTRACTOR or CITY. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes asserted or allowed under this Agreement. No voting member of the WIB will cast a vote on the provision of services or vote on any matter which would provide direct financial benefit to that member or any business or organization which the member directly represents.