Board Meeting

TITLE:

Approval of Listing of Agreements/Contracts Between Santa Ana Unified School District and Various Consultants Submitted for Period of June 30,

2010 through July 8, 2010

ITEM:

Consent

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

PREPARED BY:

Karen Aeppli, Director, Purchasing & Stores

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the listing of agreements/contracts between Santa Ana Unified School District and various consultants submitted for the period of June 30, 2010 through July 8, 2010.

RATIONALE:

Consultants have been requested by various sites to enhance educational programs and professional staff development for the District staff.

The attached list shows various consultants that will provide services throughout the District. A detailed list is attached for consultants under \$250,000.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the listing of agreements/contracts between the Santa Ana Unified School District and various consultants submitted for the period of June 30, 2010 through July 8, 2010.

2010-11 LISTING OF CONSULTANTS/CONTRACTED SERVICES Submitting Division: Business Services July 27, 2010

REQ. NO.	105556	105785	
MAXIMUM NOT TO EXCEED	000'6\$	\$4,750	
FUNDING	Fund 67	Fund 67	
ANNUAL	No	NO	
IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	Provide an Actuarial Evaluation of all Post Employment Benefits (OPEB) as of 6-30-10; and a written actuarial valuation report documenting the results under GASB 45.	Provide an Actuarial Study of the Workers' Compensation Program as of 6-30-10; and a written report	
NAME	LECG SMART	АRМТЕСН	
ON ON	1.	2.	

2010-11 LISTING OF CONSULTANTS/CONTRACTED SERVICES Submitting Division: Educational Services July 27, 2010

REQ. NO.	105536	105229	104845	104990
MAXIMUM NOT TO EXCEED R	\$136,900	000'8\$	\$5,500	\$12,000
FUNDING	Title I	SIG-QEIA	Title IV	Unrestricted (Community Day)
ANNUAL				
IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	The UCI Irvine/Orange County Region California Reading and Literature Project (CRLP) will provide a five (5) day CRLP Results for English Learners (REL) professional development institute for approximately 100 SAUSD teachers grades 3-5. English Learner Programs Dept.	The UCLA School Management Program consultant will facilitate staff retreat to build leadership skills and capacity amongst the ILT members and staff.	Increase P.O. 251804 to cover cost for providing Intermediate Leadership Team Training focusing on creating and implementing consistent school-wide policies and procedures and improving school safety and climate.	Teaching Strategies Inc. will train the new staff at Community Day School in schoolwide behavior support and discipline. Training includes discovering a vision, process and content of the foundations approach to schoolwide discipline, studying current disciplinary practices and learn how to revise them to structure for student success.
NAME	UCI Irvine/Orange County Region California Reading and Literature Project (CRLP)	UCLA School Management Program Consultant Diamond Elementary	Teaching Strategies, Inc.	Teaching Strategies, Inc.
O.	1	2.	ĸi.	4.

Submitting Division: Educational Services Page 2

	. Dennis Parker	As part of the Elementary Best Practices Resolution 26 schools will participate in the on-going professional development on Strategic schooling model as well as coaching for administration and faculty. Services will include presentations of research-based organizational and classroom strategies designed to significantly improve student achievement. In addition, the consultant will assist the school in a strategic analysis of student data, carry-out classroom visitations, plan and implement innovations with the Instructional leadership Team and administration ensure an improvement in outcomes the school year.		Title I	\$42,000	105692
ن	. Nancy Fetzer King Elementary School	Consultant will provide professional staff development on writing instruction for King Elementary staff September 20-24, 2010.		Title I	\$2,834	105198
7.	Pivot Learning Partners Sierra Intermediate School	To directly assist school leaders in creating culture of shared leadership through intensive focus on professional learning communities, the use of data to inform all teaching, grouping, and instructional decisions and a focus on student engagement, curriculum alignment and effective instruction for underperforming students.	QE GE	QEIA - SIG	\$27,000	105826

2009-10 and 2010-11 LISTING OF CONSULTANTS/CONTRACTED SERVICES **Submitting Division: Human Resources**

July 27, 2010

2009-10 & 2010-11 LISTING OF CONSULTANTS/CONTRACTED SERVICES Submitting Division: Special Education Department July 27, 2010

REQ. NO.	105492	105509	105637	105664
MAXIMUM NOT TO EXCEED	\$525	\$5,000	\$4,500	\$15,000
FUNDING	Special Ed.	Special Ed.	SETPD Grant	Special Ed.
ANNUAL				
IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	Increase to PO 250356 for independent educational evaluations recommending vision therapy for special education students.	Provide psycho-educational Independent Educational Evaluations to special education student.	Provide Peer-Assisted Learning Strategies training for teachers.	Provide Independent Educational Evaluations for special education students.
NAME	PAJE Optometrics – Patricia Atie 2009-2010	Paul Alan Dores 2010-11	Loulee Yen Haga 2010-11	Anxiety and Depression Centers 2010-11
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Board Meeting

TITLE:

Ratification of Substitute Subcontractor List for Paving of Bid

Package No. 402.3 Electrical Improvements at Santa Ana High School

ITEM:

Consent

SUBMITTED BY:

Consent

Joe Dixon, Asst. Superintendent, Facilities & Governmental Relations

PREPARED BY:

Todd Butcher, Manager of Construction

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board ratification of substitute subcontractors list for paving services to Bid Package 402.3 Electrical Improvements project at Santa Ana High School. Issaco Builders, Inc. withdrew from project due to scheduling difficulties. Board approval of subcontractor substitution is not required by code, but is presented for transparency purposes.

RATIONALE:

MDE Group, Inc. is the listed prime contractor for Santa Ana High School electrical improvements project. MDE Group, Inc. has requested the substitution from Issaco Builders, Inc. to Angel's Landscaping, as the new paving subcontractor due to Issaco Builders, Inc. withdrawal from the contract. The District has followed Public Contract Code Section 4107 by sending notification to Issaco Builders, Inc.

FUNDING:

Not Applicable

RECOMMENDATION:

Ratify substitute subcontractor list for paving services of Bid Package No. 402.3 Electrical Improvements project at Santa Ana High School.

Issaco Builders, Inc.

Engineering Contractor 1245 Driftwood Place Brea, CA 92821 Phone (714) 582-2116 Fax (714) 582-2116

6/25/2010

Mr. Dmitri Bupte MDE Croup 3410 La Sierra Ave, Suite G400 Riverside. CA 92503 Via Fax & Email 951/ 352-1686

margareta-mde@sbcglobal.net

Subject:

Santa Ana High School Electrical Improvements ERP 402.3 of SAUSD

Re:

Request for withdral

Dear Mr. Bupte,

Due to current scheduling difficulties we are unable to perform the work at the above referenced project and kindly request a withdrawal. We apologize for any inconvenience we may cause by our withdrawal and look forward for future opportunities with your company.

Sincerely,

Jed Issa

Issaco Builders, Inc.

Mobile: 714/553-3062



mde group, inc. 3410 La Sierra Avenue F515 Riverside, CA 92503

June 21, 2010

Jeff Thrift PCM3 Construction Management 3529 S. Greenville Street Santa Ana, CA 92704

RE: Santa Ana High School Electrical Improvements ERP 402.3 of SAUSD

Mr. Thrift,

The paving subcontractors listed on our bid documents, which we submitted for Santa Ana HS Electrical Improvements ERP 402.3 project, cannot be part of the construction team due to the voluntary intent to be released from participation on this project.

Find attached a copy of a letter sent to Issaco Builders which indicated the intent to be released from participating on the project.

Let this serve as notification of our plan to substitute the following subcontractor for Issaco Builders, Inc. on the Santa Ana High School Electrical Improvements ERP 402.3 project:

 Angel's Landscaping located at 2303 Wisteria Road, Perris, CA 92571, License No. 921524.

Please contact me with any concerns.

Sincerely,

Margareta Herman MDE Group, Inc.

cc: Dumitri Dupte, MDE Group, Inc.

attachment: Paver Substitute Ltr.

3410 La Sierra Avenue

F515

Riverside, CA 92503

0.951.352.5039

F.951.352.1686 mdegroupinc@sbcqlobal.net

License No. 903172

Board Meeting

TITLE:

Approval of Deductive Change for Career Technology Classrooms at

Valley High School Under Career Technology Education Grant

ITEM:

Consent

SUBMITTED BY:

Joe Dixon, Asst. Superintendent, Facilities & Governmental Relations

PREPARED BY: Todd Butcher, Manager of Construction

BACKGROUND INFORMATION:

The purpose of this agenda items is to seek Board approval of deductive change order for Career Technology Classrooms at Valley High School under Career Technology Education Grant. Change orders must be processed and approved. Failure to process change order requests in a timely manner can result in delaying the scheduled completion.

RATIONALE:

At its November 10, 2009, meeting, the Board awarded contract for Career Technology classrooms at Valley High School to USS Cal Builders, Inc. The construction is being performed by a single contractor under Career Technology Education Grant. During the course of construction, changes to the contract occurred creating a net savings as allowance dollars. Change Order pertains to the following items:

Change Order:

\$ (75,000)

Original contract amount:

\$1,018,400

Approved Change:

9

Revised total contract amount:

The total percentage change to the original contract to date is: (7.36%)

FUNDING:

State School Facility Program/ROP: \$ (75,000)

RECOMMENDATION:

Approve deductive change order for Career Technology Classrooms at Valley High School under Career Technology Education Grant in the amount of \$ (75,000) for a revised total of \$943,400.

Board Meeting

TITLE:

Acceptance of Revised Completion of Contract for Bid Package No.

COS-2 Phase I for Lowell Elementary School New Classroom

Building

ITEM:

Consent

SUBMITTED BY:

Joe Dixon, Asst. Superintendent, Facilities & Governmental Relations

PREPARED BY:

Todd Butcher, Manager of Construction

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board acceptance of completion of contract for Bid Package No. COS-2 Phase I with Silver Creek Industries, Inc. for Lowell Elementary School new classroom building. At the June 22, 2010 Board meeting, the Board approved the acceptance of completion of contract for the entire COS-2 package for Lowell and Greenville Elementary Schools. However, the Office of Public School Construction requires that each contract be closed out separately. Therefore, this agenda has been revised as an acceptance of completion of contract for Lowell Elementary School only.

RATIONALE:

At its November 25, 2008 meeting, the Board awarded Phase I for Lowell Elementary School new classroom building. The District has received close-out confirmation from the Construction Manager and the work has been completed in accordance with the terms of the contract. Per Public Contract Code, Section 9201-9203, the local agency is required to withhold retention from their contract price until final completion and acceptance of the project. Bid Package was within budget.

Bid Package	School	Amount	10% Retention	Contractor
COS-2 Phase I	Lowell ES	\$4,536,573	\$453,657.30	Silver Creek Industries, Inc.

FUNDING:

Measure G Fund/State School Facility Program Fund: \$453,657.30 (10% retention)

RECOMMENDATION:

Accept the revised July 27, 2010, completion of contract with Silver Creek Industries, Inc. for Bid Package No. COS-2 Phase I for new classroom building at Lowell Elementary School in the amount of \$453,657.30.

Board Meeting

TITLE:

Authorization to Award Contract for Bid Package No. 01-11 Roof

Repairs of Existing Roofing System at Kennedy Elementary School

ITEM:

Consent

SUBMITTED BY:

Joe Dixon, Asst. Superintendent, Facilities & Governmental Relations

PREPARED BY:

Dennis Ziegler, Director, Building Services

Karen Aeppli, Director, Purchasing & Stores

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to award the contract for Bid Package No. 01-11 for roofing repairs of existing roofing system at Kennedy Elementary School.

RATIONALE:

Legal advertisements of notice calling for bids for Bid No. 01-11 for roofing repairs was placed with the Orange County Register on June 22, and 29, 2010. A mandatory job walk was scheduled for July 12, and on July 21, 2010, bid day, the District received 5 bids. The following is a list of all bids received:

Bid 01-11	Contractor	Bid Amount	
Kennedy Roof Repair	Chapman Coast Roof Co., Inc.	\$148,229	
	Applied Roof Engineering, Inc	\$155,110	
	Hanmi Building Services, Inc	\$180,000	
	Rey-Crest Roofing Company	\$195,000	
	Best Contracting Services, Inc	\$271,300	

FUNDING:

Deferred Maintenance Fund/Routine Maintenance: \$148,229

RECOMMENDATION:

Authorize awarding of contract to Chapman Coast Roof Co., Inc. the lowest qualified bidder for Bid No. 01-11 roofing repairs at Kennedy Elementary School for the amount of \$148,229.

Board Meeting

TITLE:

Authorization to Reject all Bids and Re-Bid for Installation of Asphalt

Paving, Seal Coating and Repairs Districtwide

ITEM:

Consent

SUBMITTED BY: Joe Dixon, Asst. Superintendent, Facilities/Governmental Relations

Michael P. Bishop, Sr., CBO, Associate Superintendent, Business Services

PREPARED BY: Karen Aeppli, Director, Purchasing & Stores

Todd Butcher, Manager of Construction

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to reject all bids and re-bid for installation of asphalt paving, seal coating and repairs Districtwide.

RATIONALE:

At the April 27, 2010, meeting the Board authorized Administration to obtain bids for installation of asphalt paving, seal coating and repairs Districtwide. This contract will assure that all school playgrounds and parking areas Districtwide are safe and well maintained for our students and staff. Bids for labor and/or materials allow for the District to receive the best pricing for work to be done that is typically below bid limits.

The bid was advertised, as legally required, in the Orange County Register newspaper. Six bidders responded. Due to inconsistencies in the bidders' interpretation of the bid specifications, the bids submitted did not provide pricing on equivalent items. Pursuant to Section 9 in the Instructions to Bidders, Administration requests authorization to reject all bids and re-bid asphalt projects and repairs Districtwide.

FUNDING:

Not Applicable

RECOMMENDATION:

Authorize rejecting all bids and re-bid the installation of asphalt paving, seal coating and repairs Districtwide.

Board Meeting

TITLE:

Authorization to Reject all Bids and Rebid for Bid Package No. 13

Landscape and Irrigation for Santa Ana High School Under

Overcrowding Relief Grant Project

ITEM:

SUBMITTED BY:

Consent

Joe Dixon, Asst. Superintendent, Facilities & Governmental Relations

Todd Butcher, Manager of Construction PREPARED BY:

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to reject all bids and rebid for Bid Package No. 13 for landscape and irrigation for Santa Ana High School. On June 18 and 25, 2010, legal advertisements were placed with the Orange County Register notifying contractors that we were accepting bids. Staff contacted 58 contractors of which 23 picked up the plans. On July 14, 2010, bid day, the District received 3 bids.

RATIONALE:

The architect, construction manager, and staff are all in agreement that all bids be rejected. The Board is requested to reject all bids and authorize staff to rebid Bid Package No. 13 landscape and irrigation for Santa Ana High School. After conducting post bid interviews, an error was discovered in the scope of work. Therefore, it is in the District's best interest to rebid the project.

FUNDING:

Not Applicable

RECOMMENDATION:

Authorize rejecting of all bids and rebid for Bid Package No. 13 Landscape and Irrigation for Santa Ana High School under Overcrowding Relief Grant Project.

Board Meeting

TITLE:

Authorization to Reject all Bids and Rebid for Bid Package No. 14 Synthetic Sports Field Surfacing for Santa Ana High School Under Overcrowding Relief Grant Project

ITEM:

Consent

SUBMITTED BY: PREPARED BY:

Joe Dixon, Asst. Superintendent, Facilities & Governmental Relations

Todd Butcher, Manager of Construction

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to reject all bids and rebid for Bid Package No. 14 for synthetic sports field surfacing at Santa Ana High School. On June 18 and 25, 2010, legal advertisements were placed with the Orange County Register notifying contractors that we were accepting bids. Staff contacted 50 contractors of which 11 picked up the plans. On July 14, 2010, bid day, the District received 6 bids.

RATIONALE:

The architect, construction manager, and staff are all in agreement that all bids be rejected. The Board is requested to reject all bids and authorize staff to rebid Bid Package No. 14 for synthetic sports field surfacing for Santa Ana High School. After conducting post bid interviews, an error was discovered in the scope of work. Therefore, it is in the District's best interest to rebid the project.

FUNDING:

Not Applicable

RECOMMENDATION:

Authorize rejecting of all bids and rebid for Bid Package No. 14 Synthetic Sports Field Surfacing for Santa Ana High School under Overcrowding Relief Grant Project.

Board Meeting

TITLE:

Authorization to Reject all Bids and Rebid for Bid Package No. 7 Roof Deck Insulation, Metal Roof Panels, Roofing, Sheet Metal, Roof Accessories, Louvers, Vents and Waterproofing at Spurgeon Intermediate School Under Overcrowding Relief Grant Project

ITEM:

Consent

SUBMITTED BY: PREPARED BY:

Joe Dixon, Asst. Superintendent, Facilities & Governmental Relations

Todd Butcher, Manager of Construction

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to reject all bids and rebid for Bid Package No. 7 for roof deck insulation, metal roof panels, roofing, sheet metal, roof accessories, louvers, vents and waterproofing at Spurgeon Intermediate School. On June 10 and 24, 2010 legal advertisements were placed with the Orange County Register notifying contractors that we were accepting bids. Staff contacted 47 contractors of which 5 picked up the plans. On July 13, 2010, bid day, the District received 5 bids.

RATIONALE:

The architect, construction manager, and staff are all in agreement that all bids be rejected. The Board is requested to reject all bids and authorize staff to rebid Bid Package No. 7 for roof deck insulation, metal roof panels, roofing, sheet metal, roof accessories, louvers, vents, and waterproofing at Spurgeon. After conducting post bid interview, the lowest bidder was not an approved tremco installer and second lowest bidder was deemed non-responsive. Therefore, it is in the best interest of the District's to rebid the project.

FUNDING:

Not Applicable

RECOMMENDATION:

Authorize rejecting all bids and rebid for Bid Package No. 7 for roof deck insulation, metal roof panels, roofing, sheet metal, roof accessories, louvers, vents and waterproofing at Spurgeon Intermediate School.

Board Meeting

TITLE:

Authorization to Award Contract for Painting Projects and Repairs

Districtwide

ITEM:

Consent

SUBMITTED BY: Joe Dixon, Asst. Superintendent, Facilities/Governmental Relations

Michael P. Bishop, Sr., CBO, Associate Superintendent, Business Services

PREPARED BY: Karen Aeppli, Director, Purchasing & Stores

Todd Butcher, Manager of Construction

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to award contract for painting projects and repairs Districtwide. This contract will assure that painting projects and repairs are completed in a timely manner and will help prevent interruptions to the educational process Districtwide.

RATIONALE:

At the April 27, 2010, meeting the Board authorized Administration to obtain bids for painting projects and repairs Districtwide. The bid was advertised, as legally required, in the Orange County Register newspaper. Twenty- two bidders received copies of the bid documentation and thirteen bidders responded. One bidder was deemed non-responsive. Award is being recommended to JL Cobb Painting, the lowest responsive bidder. Vendor selection is in compliance with Board policy. The following is a list of all bids received:

Contractors:	Amounts:
JL Cobb Painting	\$2,359.71
Paramount Painting	\$2,407.00
C.T. Georgious Painting	\$2,490.00
Industry Coatings	\$2,622.16
Fix Painting	\$2,682.80
Economos Painting	\$2,794.32
Alpha Décor & Painting	\$2,901.24
ENL Service Co	\$2,904.00
Jimenez Painting	\$2,935.00
Bourbon Inc	\$3,077.12
T & M Painting	\$3,380.17
Piana Construction & Painting	\$4,609.29
A. J Fistes	Non-Responsive

A typical hypothetical situation was created prior to the bid opening and bid pricing from the thirteen responsive bidders was plugged into the formula.

FUNDING:

Deferred Maintenance/Routine Restricted Maintenance Account/Measure G: \$200,000 Annually

RECOMMENDATION:

Authorize awarding contract to JL Cobb Painting, for Bid No. 13-10, in the amount not to exceed \$200,000 for the period of one year. The District can utilize pricing for up to four years.

Board Meeting

TITLE:

Authorization to Award Contract for Purchase of Heating, Ventilation,

and Air Conditioning Filters for Various Sites Districtwide

ITEM:

Consent

ITEM: Consent SUBMITTED BY: Joe Dixon, Asst. Superintendent, Facilities/Governmental Relations

Michael P. Bishop, Sr., CBO, Associate Superintendent, Business Services

PREPARED BY: Karen Aeppli, Director, Purchasing & Stores Dennis Ziegler, Director, Building Services

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to award contract for the purchase of heating, ventilation, and air conditioning (HVAC) filters for various sites districtwide. This contract will assure that HVAC filters are purchased in a timely manner and will help prevent interruptions to the educational process Districtwide.

RATIONALE:

At the May 11, 2010, meeting the Board authorized Administration to obtain bids for the purchase of HVAC filters Districtwide. The bid was advertised, as legally required, in the Orange County Register newspaper. Sixteen bidders received copies of the bid documents and six bidders responded. One bidder was deemed non-responsive. Award is being recommended to Air Filter Depot, the lowest responsive bidder. Vendor selection is in compliance with Board policy. The following is a list of all bids received:

Contractors:	Amounts:
Air Filter Depot	\$24,236.00
Florence Filter Corp	\$26,688.31
TriDim Filter Corp	\$31,811.00
American Air Filter	\$33,448.20
RSD	\$35,904.00
ADJ Services, Inc	Non-Responsive

FUNDING:

Deferred Maintenance/Routine Restricted Maintenance Account/Measure G: \$150,000

RECOMMENDATION:

Authorize awarding contract to Air Filter Depot, for Bid No. 19-10, in the amount not to exceed \$150,000 for the period of one year. The District can utilize pricing for up to four years.

Board Meeting

TITLE:

Authorization to Reject All Bids and Rebid for Bid Package No. 2

Asphalt Paving, Pavement Markings and Concrete Paving

ITEM:

Consent

SUBMITTED BY:

Joe Dixon, Asse. Superintendent, Facilities & Governmental Relations

PREPARED BY: Todd Butcher, Manager of Construction

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to reject all bids and re-bid for Bid Package No. 2 for asphalt paving, pavement markings and concrete paving at Spurgeon Intermediate. June 10 and 24, 2010 legal advertisements were placed with the Orange County Register notifying contractors that we were accepting bids. Staff contacted 43 contractors of which 14 picked up the plans. On July 13, 2010, bid day, the District received 5 bids.

RATIONALE:

The architect, construction manager, and staff are in agreement that all bids be rejected. The Board is requested to reject all bids and authorize staff to rebid Bid Package No. 2 asphalt paving, pavement markings and concrete paving at Spurgeon Intermediate. After conducting post bid interviews, the lowest and second lowest bidders were non-responsive. Therefore, it is not cost effective and in the best interest of the District to rebid the project.

FUNDING:

Non Applicable

RECOMMENDATION:

Authorize rejecting all bids and rebid for Bid Package No. 2 Asphalt Paving, Pavement Markings and Concrete Paving at Spurgeon Intermediate School under Overcrowding Relief Grant project.

Board Meeting

TITLE:

Authorization to Reject All Bids and Rebid for Bid Package No. 4

Masonry, Concrete Unit Veneer

ITEM:

Consent

SUBMITTED BY:

Joe Dixon, Asst. Superintendent, Facilities & Governmental Relations

PREPARED BY: Todd Butcher, Manager of Construction

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to reject all bids and rebid for Bid Package No. 4 for masonry and concrete unit veneer under the Overcrowding Relief Grant project. Scope of work includes furnishing and installing all new concrete unit veneer masonry. On June 10 and 24, 2010 legal advertisements were placed with the Orange County Register notifying contractors that we were accepting bids. Staff contacted 47 contractors of which 8 picked up the plans. On July 13, 2010, bid day, the District received 2 bids.

RATIONALE:

The architect, construction management, and staff are in agreement that all bids be rejected. The board is requested to reject all bids and authorize staff to rebid for Bid Package No. 4 for masonry and concrete unit veneer at Spurgeon Intermediate School. After conducting post bid interviews, the lowest bidder was non-responsive. Therefore, it is not cost effective and in the best interest of the District to rebid the project.

FUNDING:

Non Applicable

RECOMMENDATION:

Authorize rejecting all bids and rebid for Bid Package No. 4 Masonry and Concrete Unit Veneer at Spurgeon Intermediate School under Overcrowding Relief Grant project.

Board Meeting

TITLE:

Acceptance of Gifts in Accordance With Board Policy 3290 - Gifts,

Grants, and Bequests

ITEM:

Action

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

BACKGROUND INFORMATION:

The purpose of this agenda item is for the Board to accept gifts, grants, and bequests on behalf of school sites and the District.

RATIONALE:

The Board may accept any bequest or gift of money or property on behalf of the District. While greatly appreciating suitable donations, the Board discourages any gifts which may directly or indirectly impair its commitment to providing equal educational opportunities for all District students. The Board shall carefully evaluate any conditions or restrictions imposed by the donor in light of District philosophy and operations. If the Board believes the District will be unable to fully satisfy the donor's conditions, the gift shall not be accepted. Gift books and instructional materials shall be accepted only if they meet District criteria. At the Superintendent or designee's discretion, a gift may be used at a particular school.

FUNDING:

Not Applicable

RECOMMENDATION:

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

SANTA ANA UNIFIED SCHOOL DISTRICT GIFTS RECOMMENDED FOR ACCEPTANCE - July 27, 2010

School:	Gift:	Amount:	Donor:	Used for:
Fremont Elementary	38 assorted board games and 19 puzzles	\$ 1,030	Mr. Paul Foster Etiwanda	Summer reading incentives
Lowell Elementary		\$ 687	Lowell Parent Group Mrs. Miriam Perez Santa Ana	Student of the Month activities and student/parent events
Madison Elementary		\$ 2,000	RICOH Electronics Ms. Kim Klein Santa Ana	Staff, parent and student incentives and appreciation awards
Madison Elementary		\$ 2,234	Mr. Ted Holcomb Los Alamitos	Staff, parent and student incentives and appreciation awards
Muir Fundamental Elementary		\$ 3,000	Muir Fundamental PTA Mr. Randy Carrillo Santa Ana	Muir student yearbooks
Sepulveda Elementary		\$ 1,000	CSA Marketing, Inc. Ms. Lourdes Rey Miami, FL	Student needs and activities
Facilities and Gov'l Relations	Samsung overhead projector	\$ 1,200	Rayburn Corporation Mr. Tom Rayburn Laguna Niguel	Telephone system planning and staff inservicing meetings
Secondary Educational Services	600 protractors	\$ 500	Mr. Lou Correa Santa Ana	Math classrooms in secondary schools
SAUSD	Miscellaneous office furniture	\$ 1,500	Pre-Banc Business Credit, Inc. Ms. Jan Burke Irvine	District and school offices
SAUSD	350 student back packs with food and school supplies	\$ 6,632	Feed the Children, Inc. Ms. Erin Carlstrom Oklahoma City, OK	McKinney-Vento Homeless Children and Youth
July 27, 2010 donations		\$ 19,783		
2010 Total		<u> </u>		
donations	\$ 211,337	\$231,120		

Board Meeting

TITLE:

Approval of Submission of Bridging Healthy Eating, Active Communities and Santa Ana Building Healthy Communities Grant

Application to The California Endowment.

ITEM:

Action

SUBMITTED BY: PREPARED BY:

Herman Mendez, Assistant Superintendent, Elementary Education Frances Crear Byfield, Ed.D. Director of Curriculum/Special Projects

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to submit the Bridging Healthy Eating, Active Communities (HEAC) and Santa Ana Building Healthy Communities (SABHC) grant application to The California Endowment.

RATIONALE:

This grant, a California Endowment project, if funded, will be used to develop a comprehensive and culturally competent community access model that can serve as an example for future open space efforts. Focusing on community wellness and family integration, the HEAC-SABHC pilot project aims to achieve three goals; 1) increase opportunities for physical activity after school hours and on weekends, 2) increase family-wellness and 3) provide a communal space for neighborhood level engagement activities.

The grant would provide for physical enhancements, to create a park-like environment of the identified school/s ground that includes: a lunch shelter, play apparatus, hardscape, storage, landscape, seating, lighting and gates.

The pilot, if approved, will be for Roosevelt and Walker Elementary Schools.

FUNDING:

The California Endowment: \$370,000 (September 1, 2010 through June 30, 2012)

RECOMMENDATION:

Approve the submission of the Bridging Healthy Eating, Active Communities and Santa Ana Building Healthy Communities Grant application to The California Endowment for Roosevelt and Walker Elementary Schools.

GRANT SUMMARY

Title:	Approval of Submission of Bridging Healthy Eating, Active Communities and		
Funding Source:	Santa Ana Building Healthy Communities Grant Application The California Endowment		
D D :	Average 6, 2010		
Due Date:	August 6, 2010		
Contact Person:	Frances Crear Byfield, Ed.D. Director of Curriculum/Special Projects		
Amount/Duration:	\$370,000 September 1, 2010 through June 30, 2012		
Grade Level / Target Population:	K-12 students and families		
Related Board Goals:	 Five-Year Strategic Plan - District Goals Academic achievement - equip students to achieve their highest academic potential. Prepared students - assure that students are prepared to succeed in higher education and to accomplish their life goals. Quality academic programs - offer rigorous and outstanding learning opportunities that will be aligned with state standards and federal guidelines. Strategic allocation of resources - communicate clearly, consistently, responsively, and proactively with all stakeholders. Parent and community relationships - promote and develop positive relationships with all segments of the community, in order to foster open communication, accessibility, and pride in the schools. Sites and departments are entrusted to make decisions and utilize resources to enhance student achievement. 		
Grant Summary:	A California Endowment project, if funded, will be used to provide develop a comprehensive and culturally competent community access model that can serve as an example for future open space efforts. Focusing on community wellness and family integration, the HEAC-SABHC pilot project aims to achieve three goals listed below.		
Goals:	 1) Increase opportunities for physical activity after school hours and on weekends. 2) Increase family-wellness 3) Provide a communal space for neighborhood level engagement activities. 		
Objectives:	 HEAC partners will leverage designated funds to pilot test the Community Access Agreement. The ability to evaluate the level of resident physical activity that will occurs. To identify needs and concerns, roles and responsibilities of stakeholders as well as to develop language and parameters and issues regarding opening outdoor school grounds as community parks during non-school hours. Share lessons learned. 		
Budget Impact:	• None		
Indirect Rate:	• None		
Personnel Impact:	• None		

Board Meeting

TITLE:

Ratification of Participation in Full-Service Community Grant With Orange

County Children and Families Commission Partners for 2010-11 School

Year

ITEM:

Action

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 ratification to participate in the Full Service Community Grant with Orange County Children and Families Commission Partners. Through District staff participation in the Santa Ana Building Healthy Communities, Promise Neighborhood and School Improvement grant processes, the need at Valley High School for student support for dental and health care, social and emotional issues, parent involvement and education and preschool support to teen parents continues to come to the forefront. Recognizing this critical need, the Orange County Children and Families Commission has taken the lead in writing this proposal in partnership with Santa Ana Unified School District to seek both funding and community partners to provide these services.

RATIONALE:

Through partnership with the Children and Families Commission in the Full Service Community Grant Application, the District will apply for a five -year Federal grant to provide financial support for dental and health care, social and emotional issues, parent involvement and education and preschool support to teen parents for our students and their families using existing career technical education medical and dental facilities, after hours at Valley High School. The shortened timeline requires that this come forward for approval as ratification. The grant award would be \$500,000 per year for five years to fiscal agent Orange County Children and Families Commission.

FUNDING:

Not Applicable

RECOMMENDATION:

Ratify participation in the Full Service Community Grant with Orange County Children and Families Commission for the 2010-11 school year.

GRANT SUMMARY

	GRANT SUMMART	
Title:	Full Service Community Schools Program Grant	
Funding Source:	US Department of Education Children and Families Commission of Orange County (Lead Agency)	
Due Date:	July 23, 2010	
Contact Person:	Janneth Linnell - Early Childhood Education Coordinator	
Amount/Duration:	\$500,000/ year for five years	
Grade Level / Target Population:	Children (0-18 years) and their families	
Related Board Goals:	 Five-Year Strategic Plan – District Goals Academic Achievement – We will equip students to achieve their highest academic potential. Strategic Allocation of Resources – We will be accountable for using resources wisely, efficiently, and strategically to support District goals. Parent and Community Relationships – We will promote and develop positive relationships with all segments of the community in order to foster open communication, accessibility, and pride in our schools Outstanding Employees - We will recruit, select, and retain caring, competent, and qualified staff. Exemplary Facilities – We will assure that all facilities are safe, effective, and well-maintain learning environments. Success Focus – We will cultivate, recognize, and celebrate success. 	
Grant Summary:	The Full Service Community Schools Program Grant focuses on the establishment of a new school based health center at Valley High School to serve the students and surrounding community to close the educational, social and health achievement gap for child and their families. It would offer comprehensive and integrated dental, health, and mental health services in addition to family engagement and high-quality early learning programs and services.	
Goals:	 To increase family engagement including parental involvement, family literacy, and parent education. To increase high quality early learning programs and services. To increase the percent of children who have and use a health home for comprehensive health services to include physical, dental and mental health. To increase the percent of children growing up in healthy and safe environments. To increase caregiver knowledge and skill to promote children's readiness for school. To provide a consumer-oriented easily accessible system of services that is responsive to local needs and achieves results. To utilize Commission data that supports decision making and program improvement. 	
Objectives:	 Increase the number of children who are screened and/or assessed for developmental milestones, including vision, hearing, speech and language, psychosocial issues, and other special needs, and receive appropriate referrals. Increase to the number of children with health coverage. Increase to the proportion of children who have a health care home. Increase the proportion of children ages 0-5 who receive recommended primary care services at the appropriate intervals. Increase age appropriate immunization levels. Reduce dental caries so that the proportion of children with one or more caries among children. Increase the availability and accessibility of nutrition education and physical activity opportunities within the community. Increase parents' knowledge and involvement in raising healthy children. Increase community awareness of and linkage to available services. Support development of networks of care. Develop evaluation reports using appropriate and reliable indicators and communicate the results to the Commission, its grantees, and the community. 	
Budget Impact:	None	
Indirect Rate:	None	
Personnel Impact:	None	
Survey Questions:	None without prior District approval and parent consent	

Memorandum of Understanding Between Children and Families Commission of Orange County and Full Service Community Schools - Santa Ana (FSCS-SA) Partners

Children and Families Commission of Orange County (Lead Applicant) proposes the creation of a place-based strategy that builds on concurrent efforts to close the educational and health achievement gap in the specific geographic area of central Santa Ana's Valley High School catchment area in order to assure that students graduate ready for college and careers. Proposed partners for this application recently came together to submit an application for the federal Promise Neighborhoods Program, which built upon the recently completed year-long planning process called "Santa Ana Building a Healthy Community" supported by The California Endowment that engaged community leaders and stakeholders in an effort to prioritize local barriers for achieving a healthy community. One of the resulting priorities is the creation of one-stop centers, at locations such as schools, offering comprehensive and integrated health, mental health and educational services for families, which is the focus of this proposed program.

Recognizing that no single organization or community sector can alone provide the comprehensive academic, social and health services needed for children and families to succeed, the following undersigned organizations commit to working closely with the Children and Families Commission of Orange County to close the health and educational achievement gap for central Santa Ana's children and families. Through the Full Service Community Schools program, all children and families within the attendance boundaries of Santa Ana Unified School District's historically low-performing Valley High School will receive improved access to coordinated academic, social, and health services.

The Children and Families Commission of Orange County and the undersigned agencies commit to coordinate, leverage, and integrate programs, policies and practices for the targeted 72,990 community members in a manner that will result in transformational changes.

Each agency/organization will do the following in support of children and families in the target community: 1) Commit staff to do work for the partnership as in-kind services; 2) Participate in data-sharing practices that will include the identification of key data elements that must be and can be shared across organizations in order to properly track the progress of children in a manner that does not compromise children's rights to confidentiality; 3) Engage in data reflection practices that facilitate the effective use of data for continuous program improvement within the collaboration and in relation to the FSCS Santa Ana goals; and 4) Build upon and further coordinate our existing programs, resources, services, and relationships to improve the results and outcomes for students, students' family members, and community members.

The partners agree to provide the following eligible services and achieve the following desired results and outcomes under the FSCS – Santa Ana program:

Eligible Services	Results	Outcomes
1. High quality early learn programs and services (*) 2. Family engagement including parer involvement, par leadership, family litera and parent educat programs (*) 3. Primary health and der care (#) 4. Mental health services (*)	 Students attend school consistently (have fet truancies and sick days) (*) Students are actively involved in learning and community Parents demonstrate better parenting skills (*) Parents/families are actively involved in childre education (#) Parents/families are supported and well-connect to needed services (*) 	 Students are healthy, physica socially and emotionally (*) Students live and learn in sta and supportive families a environments (*) Families are stable and prom

- (*) Indicates that all four partners will provide these services, results and/or outcomes
- (#) Indicates that three of the four partners will provide these services, results and/or outcomes: Children and Families Commission of Orange County, County of Orange Health Care Agency, and Santa Ana Unified School District

In addition, each organization makes the specific following conceptual, programmatic and/or financial commitments to the partnership:

Children and Families Commission of Orange County

Orange County's young children need safe, supportive and nurturing environments to be healthy and ready to succeed in life. The Commission's vision statement, that "All children are healthy and ready to succeed", reflects its unique position within Orange County to better the lives of young children. The Commission accomplishes this by providing leadership, funding and support for programs that achieve the vision that all children are healthy and ready to succeed when they enter school. The following four goals further refine and delineate the Commission's desired results 1) Healthy Children: Ensure the overall physical, social, emotional and intellectual health of children during the prenatal period through age five; 2) Early Learning: Provide early care and education opportunities for young children to maximize their potential to succeed in school; 3) Strong Families: Support and strengthen families in ways that promote good parenting for the optimal development of young children; and 4) Capacity Building: Promote an effective delivery system for child and family services.

The Commission targets achieving results through investing in programs that are evidence based to assure strong outcomes and track results. To this end, the Commission has stimulated new partnerships to promote and address the needs of young children among multiple service platforms such as schools, family resource centers, and community agencies and fostering services that are geared at enriching the child within the context of the whole family with a focus on prevention and early intervention.

A strategic operating principle is to focus on sustainability and fund leveraging to maximize community resources and sustain programs. The Commission has achieved this through its funding commitments and has the capacity to provide technical assistance and resources to support long term sustainability of funded partners. External organizations have recognized the Commission for the quality and effectiveness of its work, for being a champion for the needs of young children through strategic, catalytic solutions, and for exploring and implementing innovative sustainability strategies. With these organizational strengths, the Commission is invested in making a lasting impact on reducing the achievement gap in health and education.

Santa Ana Unified School District

prepared to accomplish their goals in life.

Santa Ana Unified believes that "Success Should Be the Standard" that drives all decision-making among administrators, teachers and students in our district. We are dedicated to ensuring high academic achievement for all students by providing a scholarly and supportive environment and by ensuring that all students are

initial

initial

The Santa Ana Unified School District understands that the core of this initiative is the turnaround of the target schools through the unprecedented coordination of programs, policies and resources, both within the community and at the schools. Toward this end, we are committed to the provision of continued, and as necessary expanded 1) District and site-based leadership in the implementation and alignment of school improvement plans and other district initiatives or policies to align with those of the Santa Ana FSCS Partnership; 2) Access to facilities to serve parents, students and the Partnership; and 3) Access to demographic and assessment data that identifies needs of students and allows the Partnership to build a platform of coordinated services that can track outcomes and be responsive to on-going needs.

County of Orange Health Care Agency

initial

The Health Care Agency is dedicated to protecting and promoting the optimal health of individuals, families, and Orange County's diverse community. It accomplishes this through partnerships, community leadership, and assessment of community needs, planning and policy development, prevention and education and quality services. Strategic goals that speak to how we create change include: 1) Promoting healthy lifestyles in low-income, at-risk pregnant women and improve health outcomes for their children; 2) Providing education, information and other prevention services to improve community health; 3) Protecting the public's health from environmental hazards; 4) Ensuring that Orange County is well-prepared and equipped to respond to an emergency, disaster, or other health hazard; 5) Providing quality treatment and care

to improve physical and mental health and reduce dependency on public resources; 6) Providing outreach, enrollment and retention services to help residents have access to quality health care; 7) Encouraging excellence by ensuring a healthy work environment that promotes quality employees; and 8) Identifying and supporting the workforce through effective use of technology and other resources.

The resources and activities that the County of Orange Health Care Agency provides will facilitate the change being sought through the Santa Ana FSCS Partnership because of its role and expertise in monitoring the incidence of disease and injury in a community and developing preventive strategies to maintain and improve the health of the public. This includes clinical and community services for maternal, child and adolescent health, nutrition services, and dental health services for children. Public health nursing provides assessment, health education, case management, advocacy, referral and follow-up services to individuals at high risk for health problems including medically high risk newborns and those served by the Nurse Family Partnership program. Services are provided in the home and in community settings. Health promotion protects the health and safety of Orange County residents by educating individuals, organizations and communities on preventing disease and promoting coalition building for promoting healthy lifestyles. The Health Care Agency continues to plan for the future in light of changing population and economic challenges in achieving its purpose to protect and promote the health and safety of the entire community. The Agency will provide key public health and community data available for the geographic analysis for the project.

THINK Together initial _____

THINK Together (Teaching, Helping, Inspiring, Nurturing, Kids Together) is a 501 (c)(3) nonprofit which has served the community of Santa Ana since 1998. THINK Together's mission is to provide high quality academically-oriented out-of-school programs for students regardless of race, creed, or socioeconomic status. THINK Together's vision is that all children will receive the support they need from family, school and community to enable them to reach their full potential and become productive adults and responsible, contributing members of the community. Within Santa Ana Unified School District, THINK Together serves students through comprehensive afterschool, summer and Saturday programs, small group tutoring and early literacy programs for 0-5 year olds and their parents. THINK Together aims to provide additional wraparound services that will also include community health services. Linking the various aspects of this model together is a robust parent engagement strategy.

THINK Together will align services provided to parents, students and community members to the FSCS coordinated wrap around service delivery model. The services at Valley High School include: A structured homework center required for low-performing students as identified by instructional day and open to all others for homework; Benchmark tutoring, implement and reinforce strategies used by the instructional day to address low math scores and to increase the rate of Algebra I pass rates; CAHSEE preparation classes and support for students who have not passed the exam; Credit recovery programs for students who have failed classes; Bridge Programs for incoming freshmen to develop leadership and skills needed to transition into becoming a successful high school student. Content for these sessions will include a ROPES course, Algebra support, time management, and note taking; Assistance to youth preparing for college including SAT and college application assistance, field trips to nearby college campuses, request for financial aid; Career planning assistance to youth including resume writing, interview skills, and job searches; Conflict resolution training; Substance abuse counseling and education; and opportunities for youth to develop effective life skills including communication, making positive choices, dealing effectively with emotions, and decision making. THINK Together staff at Valley High School will work with the partners and the Full Service Community schools Project Director to strategically align services with students, parents, and facilities.

By signing below, each agency agrees to the above commitments established by this Memorandum of Understanding:

Agency:	Children and Families Com	mission of Orange County	1 WEARS
Date:			Children & Families Commission of Orange County
Name of Au	thorized Representative:	Michael M. Ruane	<u>.</u>
Title: Chief	Executive Officer	Signature:	
Agency:	County of Orange Health C	are Agency	
Date:			
Name of Au	thorized Representative:	David L. Riley	
Title:	Director Signature:		
	Santa Ana Unified School D	District	SCHOOL NE
		Jane Russo*	_
Title: Supe	rintendent Sign:	ature:	
* Pending Be	oard of Education approval		1
Agency:	THINK Tog	ether	_
Date:			THINK
Name of Au	thorized Representative:	Randy Barth	Together
Title: Chief	Executive Officer	Signature:	

Board Meeting

TITLE:

Approval of Memorandum of Understanding With Central City Community Health Center, Inc. (Healthy Smiles for Kids of Orange County) for 2010-11 School Year

ITEM:

Action

SUBMITTED BY: Doreen Lohnes, Assistant Superintendent Support Services

PREPARED BY:

Gayle McLean, Program Specialist, Health Services

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of this Memorandum of Understanding with Central City Community Health Center, Inc. in conjunction with The Healthy Smiles for Kids of Orange County. These agencies desire a partnership with Santa Ana Unified School District to provide a mobile school site dental screening and prevention for our students at various elementary schools. Using their SMILE MOBILE clinic, Healthy Smiles will provided services to the following schools:

Adams	King
Davis	Lincoln
Diamond	Lowell
Edison	Monroe
Franklin	Pio Pico
Fremont	Roosevelt
Heninger	Sepulveda
Jefferson	Wilson
Kennedy	

Services Include:

- Dental screening to all students identified by the school by a licensed dentist
- Oral health education to students and parents
- Fluoride varnish
- Dental sealants for those students who have Medi-Cal or are uninsured
- Referral for treatment and assistance with identifying a dental home for students

The school will need to provide the following:

- Schedule dental screening and sealants dates with the Healthy Smiles site coordinator
- Assist in sending home and collecting the consent forms for the Healthy Smiles staff

- Provide space for screening and sealant teams (with the SMILE MOBILE or classroom or other space
- Provide a staff person (nurse) or volunteer to assist the dental care coordinator in linking students to dental treatment

RATIONALE:

Healthy Smiles of Orange County has been providing services in the community for several years. They provide assistance to parents in complying with legislation requiring a dental assessment for students entering kindergarten. Dental screening also helps to identify those children most in need of dental care. Follow up by Healthy Smiles and school nurses also helps students and their families locate the best resource for on-going dental care.

Healthy Smiles has agreed that services will be rendered to any student of the Santa Ana Unified School District regardless of insurance, lack of insurance, or their eligibility for any county or state program.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the Memorandum of Understanding with Central City Community Health Center, Inc. (Healthy Smiles for Kids of Orange County) for the 2010-11 school year.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into by CENTRAL CITY COMMUNITY HEALTH CENTER, INC., a California Non-Profit Corporation (hereafter referred to as "Central City"), and the SANTA ANA UNIFIED SCHOOL DISTRICT, (hereafter referred as "DISTRICT"), for the purpose of providing dental services in accordance with the terms and conditions set forth herein.

RECITALS

WHEREAS, DISTRICT is a school district in Orange County, California, serving students, many of which are disadvantaged and impoverished; and

WHEREAS, DISTRICT has determined that its students would benefit from intermittent onsite access to dentists to provide preventive dental care and the referral for acute dental conditions at various school locations within the district; and

WHEREAS, DISTRICT had previously arranged to have these services provided under the California Children's Dental Disease Prevention Program/Seals on Wheels school based division of Healthy Smiles for Kids of Orange County, which ceased for budgetary reasons; and

WHEREAS, Central City is a Non-Profit Community Clinic licensed by the Department of Health Services established to provide a wide scope of healthcare services to disadvantaged and underserved communities, including dental services; and

WHEREAS, Central City operates a mobile dental outreach program which provides students and parents with oral health and nutrition education, dental screenings, fluoride varnish application, dental scalants and dental service referrals for untreated dental disease; and

WHEREAS, Central City employs and contracts with numerous dentists and other healthcare providers that offer the necessary services identified by DISTRICT and possess the expertise and capabilities of offering such services on an ongoing basis; and

WHEREAS, DISTRICT and Central City are both committed to the ongoing promotion of wellness and access to high quality dental care services.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. Purpose. The purpose of this MOU is to allow Central City the ability to provide oral health education to students and parents together with preventive dental services including screenings, fluoride varnish application, dental sealants and specialist referrals to students at various DISTRICT locations, via a dentist, dental hygienist, or other healthcare provider, as set forth herein.

The parties agree that their mutual goal is to promote and ensure access to high quality dental care for the students of DISTRICT. To this end the parties agree to collaborate with one other and other state, local, and private entities to promote the dental needs of DISTRICT students.

- 2. Background. DISTRICT is a school district composed of students, many of which fall below the federal poverty level. Many times the students and parents attending SAUSD lack the ability to obtain preventive dental services for a multitude of reasons. In order to assure the students and parents do not go without preventive dental services which are crucial in maintaining good health, DISTRICT has approached Central City to provide these services. Central City has collaborated with DISTRICT to make such dental service readily available to the DISTRICT students and to ensure their ongoing health and educational needs.
- 3. Premises: The nature of the MOU requires Central City to establish and operate a mobile dental clinic which will visit various school locations within DISTRICT. For this purpose, DISTRICT will make available to Central city a designated area for the provisioning of healthcare services at intervals agreed to between the parties. Central City will provide all staff, supplies, and equipment necessary in providing the dental services set forth in this agreement.

4. Responsibilities:

- a. Responsibilities of Central City: During the course of this collaborative relationship, Central City will be responsible for;
 - Providing California licensed dental professionals to be at school sites at regularly scheduled intervals as agreed upon by the individual schools to provide oral health, educational and preventative services to students.
 - ii. Providing oral health and nutrition education materials, including but not limited to; toothbrushes and flossing materials, parent consent forms for dental screening, fluoride varnish applications, dental sealants, and any dental materials necessary for sealant and fluoride applications.
 - iii. Referrals for dental services for students with identified untreated decay whose parents have indicated on the consent form that they would like help in finding such treatment. Referral sources shall include, but not be limited to La Amistad and Puente a la Salud (mobile dental unit). Central City may utilize any of these referral sources along with others which may be added at a later date. A list of students identified with untreated decay whose parents have given proper consent, will be provided to each school nurse. Each student screened will receive a notice with the dental findings on the front and low cost dental sources on the back to take home to parent/guardian.
 - iv. Providing the services under this agreement free of any charge to DISTRICT, its schools or student families. Services will be rendered to any student of the Santa Ana Unified School District regardless of insurance, lack of it, or their eligibility for any county or state program. All students are eligible for services with the exception of dental sealants for students with private insurance or enrolled in the California State Healthy Families program. Services covered by Denti-Cal will be billed if parents have voluntarily given billing information.

- v. Providing evidence of issuance and current coverage for professional errors and omissions (E&O or Malpractice Insurance) for each professional providing services under this MOU, whether maintained personally or through an employer relationship, together with evidence of any professional licensing required under federal, state and local laws.
- vi. Ensuring that all employees or contractors providing services under this MOU have signed statements indicating his or her understanding and compliance to state reporting requirements regarding child abuse reporting issues and patient confidentiality.
- b. Responsibilities of DISTRICT: During the course of this collaborative relationship, DISTRICT will be responsible for;
 - i. Making space available as various school locations for Central City to provide the dental services called for under this Agreement.
 - Announcing the availability of Central City's dental services to the students of DISTRICT.
 - iii. Collaborate with Central City in any administrative matter relating to the provision of healthcare services at DISTRICT.
- c. This MOU relates to the areas of interface between DISTRICT and Central City. It does not place additional responsibilities on either organization; or imply any transfer of responsibility from one to the other or sharing of statutory responsibilities.
- 5. Specify Monetary and Performance Terms. Services provided by Central City will not be compensated for by DISTRICT, the individual school, or parents of any student, but rather Central City will exclusively look for reimbursement from Federal, State, local or private insurance programs for compensation. This MOU does not obligate any funds or anticipate the referral of patients to Central City.
- 6. Service Evaluation and Quality Control: Central City will develop and implement a quality control system to ensure that the dental services it provides at DISTRICT meet or exceed the standard of care in the community. This evaluation process will be a peer based system and include review of medical records and patient outcomes.
- 7. Effective Date and Duration. This MOU will be effective January 1, 2010 and remain in effect until December 31, 2010, thereafter renewing automatically for successive one (1) year terms unless noticed to the contrary by either party.
- 8. Termination: This MOU may be terminated by either party upon a thirty (30) day written notice to the other party.
- 9. Status: This MOU is not a legally binding document. The specific aim of this document is to define the understanding between the parties related to the provisioning of dental services within

DISTRICT by Central City. It will remain operation to outline the general agreement during the periods set forth above.

- 10. Confidentiality: All parties shall ensure confidential material, including medical records and patient healthcare information, shall not be divulged to any unauthorized person or persons.
- 11. Independent Relationship: The parties hereto acknowledge and agree that the relationship created between DISTRICT and Central City is strictly that of an independent contractor with respect to the services described in this Agreement. Nothing contained herein shall be construed as creating any other type of relationship between the parties such as that of a principal-agent, master-servant, or employer between Central City and DISTRICT.
- 12. Subcontractors and Non-Assignment: Neither party shall assign, transfer or subcontract the rights, duties or obligations called for under this MOU without the written consent of the other party.
- 13. Incorporation of Recitals. The truth and accuracy of the recitals made herein and above are acknowledged by the Parties and are adopted and confirmed herein as if restated in full as substantive terms of this Agreement
- 14. Indemnification. Each party hereby agrees to indemnify and hold the other party (and its directors, officers, employees and affiliates) harmless from, and to reimburse the other party (and its directors, officers, employees and affiliates) for, any loss, cost, expense, liability or damage (including reasonable attorney fees) resulting from the inaccuracy of any representation or breach of any warranty made by it in this Agreement, and from its breach of or failure to perform any of its covenants or agreements herein.
- 15. Modification: Any matter of this MOU may be modified from time to time by written consent of all parties without, in any way, affecting the remainder. All modifications must be consistent with the program goals.

DISTRICT:

5233 E. Beverly Blvd. Los Angeles, CA 90022	Santa Ana Unified School Distric 1601 E. Chestnut Avenue Santa Ana, CA 92701	
Gilbert Varela, MD., MBA President & CEO		
Dated: 7//1//0	Dated:	

Central City:

AGENDA ITEM BACKUP SHEET July 27, 2010

Board Meeting

TITLE:

Approval of Memorandum of Understanding With Hurtt Family

Health Clinic for 2010-11 School Year

ITEM:

Action

SUBMITTED BY: Doreen Lohnes, Assistant Superintendent Support Services

PREPARED BY:

Gayle McLean, Program Specialist, Health Services

BACKGROUND INFORMATION:

The purpose of this agenda item is to request Board approval of this Memorandum of Understanding with Hurtt Family Health Clinic for the 2010-11 school year. Hurtt Family Health Clinic is a licensed community clinic located within the Orange County Rescue Mission Center in Tustin. They have operated a mobile van for use in the community for several years.

RATIONALE:

This memorandum of understanding will provide an agreement between the Santa Ana Unified School District and the Hurtt Family Health Clinic to provide community outreach for primary medical care with their mobile van at various mutually agreed school sites. The District is responsible to maintain accessible, safe conditions at the school site for the van. All services provided by the mobile van will require written parent consent.

The Hurtt Family Health Clinic has agreed that services will be rendered to any student of the Santa Ana Unified School District regardless of insurance, lack of insurance, or their eligibility for any county or state program.

The Hurtt mobile unit would provide pediatric care and visit our schools 2 days a week. Possible schools to visit include Kennedy and Walker Elementary Schools. The schedule which may change from time to time as mutually agreed upon in writing by the parties.

Services include:

- Well child physical exams
- Treatment for minor medical conditions
- Immunizations
- Appropriate medical referrals for follow up care
- Writing prescriptions and/or dispense medications

District is responsible to maintain accessible, safe conditions at the school sites for the van to operate.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the Memorandum of Understanding with Hurtt Family Health Clinic for the 2010-11 school year.

HURTT FAMILY HEALTH CLINIC Mobile Health Care Services Memorandum of Understanding

THIS MOBILE HEALTH CARE SERVICES Memorandum of Understanding (the "MOU") is made and entered into as of October 23, 2009 by and between the Santa Ana Unified School District, hereinafter referred to as the "District" and HURTT FAMILY HEALTH CLINIC, a California nonprofit corporation, hereinafter referred to as "HURTT," with reference to the following facts:

- A. The District is the owner and operator of multiple schools serving school students in pre-school through grade twelve.
- B. HURTT operates a licensed community clinic (the "Clinic") specializing in family care located at One Hope Dr Tustin, California, under the name "HURTT FAMILY HEATLH CLINIC."
- C. HURTT Mobile Unit provide health care under its Clinic license in Orange County, California using one motorized vehicle (the "Unit") which include one or more examination/treatment rooms.
- D. The District desires that HURTT provide primary care services in the Unit at various schools operated by the District, and HURTT desires to provide such services at such locations in the Unit, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties do hereby agree as follows:

1. Term and Termination.

The term of this MOU shall commence on the date first set forth above. This Agreement shall continue for a period of one (1) year, and thereafter automatically shall be extended for additional terms of one (1) year each without the necessity of notice or any other action by either party, unless terminated by either party upon ninety (90) days' prior written notice to the other party at any time during the initial term or any extended term of this Agreement.

2. Mobile Health Care Services.

HURTT shall provide the mobile health care services to students in the District in the Unit, which shall be parked at various schools within the District, as described in greater detail herein. HURTT shall commence rendering services on the date as agreed upon by the parties, pursuant to the schedule referenced in paragraph 4.d of this Agreement.

3. <u>Staffing</u>.

- a. HURTT shall staff the Unit with qualified professional staff who shall hold appropriate licenses and certificates, as applicable, for the provision of services hereunder.
- b. HURTT shall designate one physician as a Medical Director of the health services. The Medical Director shall be responsible for administrative matters relating to the provision of services in the mobile medical clinic, subject to the direction of the President and Director of HURTT or his/her designee.
- c. All nursing personnel shall be under the supervision of a physician engaged by HURTT, under the overall supervision of Medical Director who shall be responsible for the performance of the nursing personnel. Such physician or the Medical Director shall be available by telephone to consult with nursing staff at all hours of the mobile medical clinics' operation.
- d. In connection with HURTT's provision of mobile health care services hereunder, the District's only responsibilities shall be for maintaining accessible, safe conditions at the school sites.

4. Services.

- a. The mobile health care services provided under this MOU are treatment of preventive and comprehensive, minor medical conditions, well-child physical examinations, immunizations, and appropriate medical referrals for follow-up care, and writing prescriptions and/or, dispense medication.
- b. Nursing services provided by HURTT under this MOU shall be limited to services necessary in direct support of care rendered at the Unit and related activities and shall not replace the functions of regular school nurses.
- c. All services provided shall require written consent from a parent or guardian of the student on HURTT's Parent/Guardian Consent Form. HURTT shall maintain such consent in its records.
- d. The schools at which the mobile unit services shall be provided are Kennedy and Walker Elementary Schools. HURTT and the District shall arrive at a schedule for the provision of services at these schools, which may change from time to time as mutually agreed upon in writing by the parties. Additionally, the schools at which services shall be provided may change from time to time, as mutually agreed upon in writing by the parties. Upon HURTT's written request, the District shall provide written consent for HURTT to park the Unit at specific locations at such schools designated by HURTT and the District for the purpose of providing mobile health care services, and HURTT may provide such documentation to the

Department of Health Services, the fire department, or other government or city/county agency, if and as required.

- e. The parties acknowledge that as part of its community outreach program, HURTT's Unit may serve other sites in the community that are not owned or operated by the District, where there are children in need of such services.
- f. HURTT may operate the mobile unit services under the name "HURTT New Life Mobile Medical, OCRM HCS" or other name. The parties acknowledge that during the term of this MOU and thereafter, HURTT may inscribe such name on its Unit and may use such name in connection with the mobile health care services it provides in such Unit, which may serve sites in the community that are not owned or operated by the District. District acknowledges that it has not been conferred any rights to such name.

5. <u>Community Participation</u>.

- a. The District intends that the school community be involved in the development and execution of policies related to the operation of the mobile health clinics. The District expects to empower parents to be the primary caregivers of their children through comprehensive health education, through improved home health practices of the parents and increased cultural sensitivity of service providers with emphasis on parental role as a primary caregiver. The District further desires to increase parent enrollment in state and federally funded health care programs and to shift emphasis from acute care treatment in emergency settings to preventive care through focus on early intervention.
 - b. HURTT agrees to cooperate with the District in fulfillment of these goals.

6. Independent Contractors.

- a. In the performance of this MOU, HURTT and the District are at all times acting and performing services as independent contractors. No party to this Agreement nor any of its agents shall have any claim under this MOU or otherwise against any other party for payment of employment taxes, workers' compensation, vacation, sick leave, retirement benefits, social security benefits, disability benefits, unemployment insurance or employee benefits of any kind.
- b. The District shall neither have nor exercise any control or direction over the specific methods by which HURTT or its employees or independent contractors shall perform professional services under this MOU.
- c. HURTT may subcontract with other persons, corporations, or other entities to perform any part of its obligations under this MOU.

7. <u>Billing</u>.

HURTT is entitled to bill and collect (or arrange for billing and collection) for its own account, to the extent permitted by law, Medi-Cal, CHDP, and other payors, as applicable, for all services provided hereunder. The District shall promptly turn over to HURTT all checks and other instruments of payment, if any, received from any payor for mobile health care services performed hereunder.

8. Other Financial Support.

- a. It is anticipated that ongoing financial support for the mobile clinic shall require funds in addition to those as set forth in paragraph 7.
- b. The District and HURTT may jointly and individually pursue potential funding sources so as to maximize the facilities and services offered by the mobile clinic.
- c. At the conclusion of this MOU, HURTT shall retain all donations/grants under its control which were received solely on the condition that they be used for the purposes covered by this Agreement, except to the extent that any grant source requires any remaining balance to be remitted to the source.

9. Insurance.

- a. Prior to commencement of mobile clinic operation, HURTT shall present the District evidence of insurance with respect to general liability, workers' compensation, and medical malpractice. HURTT shall maintain general liability coverage at minimum limits of \$5,000,000 per claim/occurrence. HURTT shall maintain medical malpractice insurance at minimum limits of \$1,000,000/\$3,000,000 per claim/occurrence.
- b. HURTT shall maintain the foregoing insurance, naming the District as an added insured, in effect at all times during the life of this MOU and shall provide the District with certified policy endorsement(s) specifying that the District will be notified at least 30 days prior to cancellation, non-renewal, or material change of policy.
- c. The District warrants that it is self-insured with reserves in excess of \$1,000,000.

10. <u>Best Efforts to Provide Services</u>.

HURTT shall use its best efforts to provide services in accordance with this MOU and any schedule to which the parties shall agree. Notwithstanding the foregoing, HURTT shall not be liable to the District for failure to provide services hereunder or in accordance with such schedule, or for the services provided by nurse practitioners or by physicians pursuant to this MOU.

11. Assignment and Delegation.

Neither party shall assign any rights or delegate any duties hereunder without the prior written consent of the other party except as expressly permitted by the terms of this MOU.

12. Medical Records.

All patient records and charts of mobile clinic patients shall be and remain the property of HURTT. During and after the term of this MOU, the District or its authorized agents shall be permitted to inspect and/or duplicate, at the expense of the District, any patient record or chart to the extent necessary to assist in the defense of any claim to which such record or chart may be pertinent, provided that such inspection or duplication is properly authorized and conducted in accordance with applicable legal requirements. HURTT and the District shall be responsible for maintaining confidentiality of such records, charts, and related information in accordance with federal and state legal requirements. The District and HURTT agree not to divulge information contained in any student health records except as required or permitted by this MOU or by law.

13. Nondiscrimination.

HURTT shall not discriminate on the basis of race, religion, sex, sexual orientation, national origin, age or handicap in employment or in the operation of its mobile units pursuant to this MOU.

14. Attorneys' Fees.

In the event that a dispute arises with respect to the terms of this MOU, the prevailing party in any civil action or arbitration shall be awarded attorneys' fees and costs of suit.

15. Termination.

Upon termination of this MOU, the Unit and any furnishings, equipment, or supplies shall remain under the exclusive ownership and control of HURTT.

16. Notices.

Any notice required or permitted by any party shall be in writing and shall be delivered personally or by United States mail, first class postage prepaid, certified or registered return receipt requested, to the following addresses:

If to the District:

Attn: Superintendent

If to HURTT:

HURTT

One Hope Drive Tustin, CA 92782 Attn: President/Director

If personally delivered, such notice shall be effective upon delivery. If mailed in accordance with this paragraph, such notice shall be effective as of the third day (excluding Sundays and holidays) after mailing. Either party may change its address indicated above by giving notice of such change to the other party in the manner specified in paragraph 16.

17. Entire MOU; Amendment.

This MOU constitutes and contains the entire agreement of the parties hereto and supersedes any and all prior negotiations and agreements between the parties respecting the subject matter hereof. This MOU may not be amended or modified, except by written instrument signed by the party to be bound. The provisions of this MOU shall be governed by and construed in accordance with the laws of the state of California.

18. No Third Party Beneficiaries.

Nothing in this MOU, express or implied, is intended or shall be construed to confer upon any person, firm, or corporation, other than the parties hereto and their respective successors or permitted assigns, any remedy or claim under or by reason of this MOU or any term, covenant, or condition hereof, as a third party beneficiary or otherwise.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed in Orange County, California.

SCHOOL DISTRICT By:	HURTT FAMILY HEALTH CLINIC By:		
Printed Name:	Printed Name:		
Title:	Title:		

AGENDA ITEM BACKUP SHEET July 27, 2010

Board Meeting

TITLE:

Ratification of Submission of Carol M. White Physical Education

Program to Office of Safe and Drug-Free Schools

ITEM:

Action

SUBMITTED BY:

Herman Mendez, Assistant Superintendent, Elementary Education

Frances Byfield, Ed.D., Director of Curriculum/Special Projects PREPARED BY:

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board ratification for the submission of the Carol M. White Physical Education Program grant to the U.S. Department of Education's Office of Safe and Drug-Free Schools' office. This grant will expand and enhance our current physical education program for students in grades kindergarten through 12th grade at Carver/Romero-Cruz, Davis, Fremont, Hoover, Heroes, Wilson, Spurgeon, Lorin Griset, Community Day, and Middle College.

RATIONALE:

The grant will help SAUSD students make progress toward meeting state standards in physical education as well as to help our students increase their physical activity. The funds from this grant will allow:

- Consistent Implementation of a Physical Education curriculum aligned to the state standards.
- Consistent Implementation of a curriculum aligned to Nutrition standards.
- Fitness education and assessment to help students understand, improve, or maintain their physical well being.
- Professional development for teachers to stay abreast of the latest research.
- Purchase physical education equipment.
- Increase student's physical fitness and academic scores.
- Outreach to parents and families regarding the benefits of physical education and nutrition.

FUNDING:

This grant is for \$800,000 per year for three years. This grant may be funded for up to 36 months (three budget periods of 12 months each).

GRANT SUMMARY

Title:	Carol M. White Physical Education Program (PEP)				
Funding Source:	U.S. Department of Education Office of Safe and Drug-Free Schools				
Due Date:	July 27, 2010				
Contact Person:	Frances Crear Byfield, Ed.D. Director of Curriculum/Special Projects				
Amount/Duration:	\$800.000 x 3 years = \$2,400,000				
Grade Level / Target Population:	K-12				
Related Board Goals: Grant Summary:	 Five-Year Strategic Plan – District Goals Academic Achievement – We will equip students to achieve their highest academic potential. Prepared Students – We will assure that students are prepared to succeed in higher education and to accomplish their life goals. Quality Academic Programs – We will offer rigorous and outstanding learning opportunities, aligned with state standards and federal guidelines. Strategic Allocation of Resources – We will be accountable for using resources wisely, efficiently, and strategically to support District goals. Parent and Community Relationships – We will promote and develop positive relationships with all segments of the community in order to foster open communication, accessibility, and pride in our schools Outstanding Employees - We will recruit, select, and retain caring, competent, and qualified staff. Success Focus – We will cultivate, recognize, and celebrate success. The PEP grant supports local educational agencies in their efforts to develop and implement research-based physical education programs. 				
Goals:	 1. To help students make progress toward meeting state standards in physical education, nutrition and health. 2. To help students increase their physical activity. 				
Objectives:	 1. Consistent Implementation of a physical education, nutrition and health curriculum aligned to the state standards. 2. Professional development for teachers to stay abreast of the latest research. 3. Purchase physical education equipment. 4. Increase student's physical fitness and academic scores. 5. Outreach to parents and families regarding the benefits of physical education and eating healthy. 				
Budget Impact:	None				
Indirect Rate:	3.15				
Personnel Impact:	10% match year 1 and 25% match years 2 and 3				
Survey Questions:	None				

AGENDA ITEM BACKUP SHEET July 27, 2010

Board Meeting

TITLE:

Approval of Schoolwide Single Plans for Student Achievement 2010-11

School Year

ITEM:

Action

SUBMITTED BY: Herman Merdez, Assistant Superintendent, Elementary Education,

Dawn Miller, Assistant Superintendent, Secondary Education

PREPARED BY: Nuria Solis, Director, English Learners Program and Student Achievement

BACKGROUND INFORMATION:

The purpose of this agenda is to seek <u>preliminary</u> Board approval of the Schoolwide Single Plans for Student Achievement as required by Senate Bill (SB) 374 and the No Child Left Behind Act.

RATIONALE:

Schools in the District participating in the Consolidated Application Categorical Aid Programs annually update the Single Plan for Student Achievement.

The Preliminary approval of the SPSA is needed in order to release funds that support staffing positions beginning in August 2010.

Upon receipt of our CST data, plans will be reviewed and revised to meet the student achievement goals and objectives for the 2010-11 school year and provide program, statistical, and budget information reflecting educational services. Each school submits a Single Plan for Student Achievement, which has been developed collaboratively based on input from the School Site Council, instructional staff, parents, administrators and students.

The completed plans for 2010-11 will be re-presented to the Board in November, after data analysis, input from key groups and revisions have occurred. Sites will use categorical allotments to improve academic achievement through a variety of budgetary expenditures including, but not limited to, instructional support personnel, extended learning time, professional development opportunities, collaborative planning time, instructional materials and parent engagement activities.

Preliminary information is available in the Student Achievement office.

FUNDING:

Categorical Funds

RECOMMENDATION:

Approve Schoolwide Single School Plans that are required by Senate Bill 374 and the No Child Left Behind Act.

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AGENDA ITEM BACKUP SHEET July 27, 2010

Board Meeting

TITLE:

Approval of Contract With Pivot Learning Partners for 2010-11

School Year

ITEM:

Action

SUBMITTED BY: Jane Russ Superintendent

PREPARED BY:

Dawn Miller, Assistant Superintendent, Secondary Education

BACKGROUND INFORMATION:

The purpose of this agenda item is to approve the contract between the SAUSD and Pivot Learning Partners to work with the 19 secondary schools to focus on student academic achievement through the training and coaching of algebra teachers, high school leadership teams, principals, and the District Instructional Leadership Team. Due to our ongoing success with Pivot Learning Partners, the District identified Pivot as one of its External Partners in the School Improvement Plan Application. This work also includes in depth work with principals and staffs at Persistently Low Achieving and GEAR UP Schools. Rather than separate District contracts, all District work is being brought forth for approval on one contract.

RATIONALE:

Through the intensive work with Pivot Learning Partners, secondary schools will receive the instructional support necessary to advance student achievement. This leadership support will mirror the successful instructional leadership mentoring blueprint that the District's elementary schools have benefitted from for the past five years through the federal Reading First Grant and Strategic Schooling Initiative.

FUNDING: \$289,000

Title I Centralized Professional Development Set Aside (Required for Program

Improvement) and GEAR UP

RECOMMENDATION:

Approve the contract between Santa Ana Unified School District and Pivot Learning Partners in the amount o \$289,000 for the 2010-11 school year.