



Board of Education Regular Meeting

February 18, 2010

5:30 p.m. – Public Session

Public Comment to Precede Action Sessions

Closed Session to Commence following Action Sessions

CJUSD Student Services Center

Board Room

851 South Mt. Vernon Avenue, Colton

Strategic Plan -- Mission Statement

The Mission of the Colton Joint Unified School District, a team of caring employees dedicated to the education of children, is to ensure each student learns the academic knowledge and skills necessary to thrive in college or in the workforce and be responsible, productive citizens by providing engaging, challenging, and enriching opportunities and specialized programs in a safe environment in partnership with students, families and our diverse communities.

Colton Joint Unified School District

Student Services Center, Board Room, 851 South Mt. Vernon Ave., Colton, CA 92324

Board of Education Regular Meeting

Thursday, February 18, 2010
at 5:30 p.m.



AGENDA

1.0 OPENING

1.1 Call to Order

___ Mr. Mel Albiso, President
___ Mr. Frank A. Ibarra, Vice President
___ Mr. David R. Zamora, Clerk
___ Mrs. Patt Haro
___ Mr. Kent Taylor
___ Mr. Robert D. Armenta Jr.
___ Mrs. Marge Mendoza-Ware

___ Mr. James A. Downs
___ Mr. Jerry Almendarez
___ Mr. Jaime R. Ayala
___ Ms. Mollie Gaaney-Stanley
___ Mr. Mike Snellings
___ Mrs. Bertha Arreguín
___ Mr. Todd Beal
___ Mrs. Alice Grundman
___ Mrs. Jennifer Jaime
___ Mrs. Ingrid Munsterman
___ Ms. Julia Nichols
___ Ms. Helen Rodriguez
___ Ms. Sosan Schaller
___ Dr. Patrick Traynor
___ Ms. Katie Orloff
___ Ms. Jennifer Rodriguez

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The Mission of the Colton Joint Unified School District, a team of caring employees dedicated to the education of children, is to ensure each student learns the academic knowledge and skills necessary to thrive in college or in the workforce and be responsible, productive citizens by providing engaging, challenging, and enriching opportunities and specialized programs in a safe environment in partnership with students, families and our diverse communities.

1.2 Renewal of the Pledge of Allegiance

An interpreter is available for Spanish-speaking persons wanting assistance.

2.0 SPECIAL PRESENTATIONS

2.1 Veterans' Diploma Recognition – Michael D'Arcy

2.2 Employee Recognition Program

- Lesa Bryant, *Classified*
- Brian Fricke, *Certificated*
- Celia Gonzales, *Management*

2.3 Anti-Bullying Award Recognition – Todd Beal, Administrative Services

3.0 SCHOOL SHOWCASE

3.1 Colton High School Associated Student Body

4.0 ADMINISTRATIVE PRESENTATIONS

4.1 Parent Resource Center – Kathy Jackson, Principal, Grant Elementary School

5.0 PUBLIC HEARING *None*

6.0 PUBLIC COMMENT

Announcement Regarding Public Comment for Items on the Agenda and Items Not on the Agenda
(Gov. Code 54954.3[a])

The Board President clarifies the process regarding public comment and requests that the appropriate "Public Comment Card" be filled out. At the appropriate time during the Hearing Session, each speaker will be invited to the podium and should begin by stating his or her name and residing city. *No more than three minutes will be allotted to any speaker and no more than fifteen minutes per subject unless authorized by the Board President* (BP 1245).

Blue card—Specific Consent, Action, Study & Information or Closed Session Item: Please list the specific agenda item number and subject

White card—Items/Topics Not on the Agenda: Please list topic / subject

7.0 ACTION SESSION

A. Consent Items

The following Consent Items are expected to be routine and non-controversial. They will be acted upon by the Board of Education at one time unless a Board Member, a staff member, or a member of the public requests that an item be held for discussion or deferred for separate action.

On motion of Board Member _____ and _____, the Board approved Consent Items #A – 1 through #A – 6.

- Page 9 A-1 Approval of Minutes: Regular Meeting, February 4, 2010
- Page 21 A-2 Approval of Consultants for Assembly Presentation
- Page 25 A-3 Approval of Amended Contract Resolutions and Acceptance of 2009-10 Funding for Child Development Programs: California State Preschool Program (CSPP-9442) and General Child Care and Development Program (CCTR-9234)
- Page 39 A-4 Approval of Partnership with PULSE...A Thankful Heart Foundation, Project: *LAS GANAS*
- Page 41 A-5 Approval of Reimbursement for Damage to Employee Vehicle
(*Grimes Elementary - Olsen, Stacey*)
- Page 45 A-6 Acceptance of Gifts

B. Action Items

- Page 47 B-1 Approval of Personnel Employment
- Page 49 B-2 Approval of Conference Attendance
- Page 51 B-3 Adoption of Resolution No. 10-07 to Release and Reassign Certificated Administrative Employees
- Page 57 B-4 Adoption of Resolution 10-06 for Reduction of Particular Kinds of Services for Certificated Staff for 2010-11
- Page 63 B-5 Adoption of Resolution 10-03 to Adopt Criteria for Resolving Ties in Seniority Related to Certificated Layoffs
- Page 65 B-6 Adoption of Resolution 10-08 to Eliminate and Reduce the Work Year for Classified Management Positions
- Page 69 B-7 Approval of Purchase Orders
- Page 71 B-8 Approval of Disbursements
- Page 73 B-9 Award of Bid #09-01 to Dave Bang Associates, Inc, for Playground Equipment and DSA Shade Shelters
- Page 75 B-10 Approval of Contract Amendment with Joe Henderson for DSA Inspection Services for Bloomington High School New Math and Science Building and Interim Housing Project
- Page 83 B-11 Approval of Contract with Superior Construction Services, Inc. for DSA Inspection Services for Fire Alarm and Low Voltage Upgrades at Jurupa Vista, Reche Canyon, Wilson Elementary Schools, and Bloomington Middle School, Bid #09-04
- Page 93 B-12 Approval of Change Order No. 04-02-03 and 05-02-04 Lee & Stires, Inc. (Category 2 Earthwork) for the Grand Terrace High School Project, Bid #08-14
- Page 111 B-13 Approval of Contract Amendment with Advocates for Labor Compliance, LLC for Labor Compliance Monitoring Program Services for Bloomington High School New Math and Science Building and Interim Housing

C. Action Items – Board Policy – *First Reading*

Page 131 C-1 Approval of Proposed Amendment and Substitution of Board Policies and Administrative Regulations:

BP 5117 Inter-District Attendance Agreements (substitution)
AR 5117 Inter-District Attendance Agreements (substitution)
BP 5116.1 Intra-District Open Enrollment (replaces 8060 and 5144.5)
AR5116.1 Intra-District Open Enrollment (replaces 8060 and 5144.5)

D. Action Items – Resolutions

Page 141 D-1 Adoption of Resolution – Read Across America Day, March 2, 2010

Page 143 D-2 Adoption of Resolution – Week of the School Administrator, March 1 – 5, 2010

Page 145 D-3 Adoption of Resolution – National Future Farmers of America Week, February 20 – 27, 2010

Page 147 D-4 Adoption of Resolution – Women’s History Month, March 2010

8.0 ADMINISTRATIVE REPORTS

AR-8.1 Personnel – Resignations
Page 149

AR-8.2 Status of Joint Use Agreements with the Surrounding Cities and Counties
Page 151

AR-8.3 Results of San Bernardino County Superintendent of Schools (SBCSS) Williams Settlement Visit
Page 171 for the Second Quarter 2009-10

AR-8.4 Budget Update – Jaime Ayala

AR-8.5 Facilities Update – Jaime Ayala

AR-8.6 Budget Subcommittee Update

AR-8.7 Curriculum Subcommittee Update

AR-8.8 Facilities Subcommittee Update

AR-8.9 ACE Representative

AR-8.10 CSEA Representative

AR-8.11 MAC Representative

AR-8.12 ROP Update

9.0 SUPERINTENDENT’S COMMUNICATION

10.0 BOARD MEMBER COMMENTS

11.0 CLOSED SESSION

Following action items: Board Room, Student Services Center, 851 So. Mt. Vernon Ave., Colton, California
(Government Code 54950 et seq.)

11.1 **Student Discipline, Revocation, and Re-entry**

11.2 **Personnel**

- ◆ Public Employee: Discipline/Dismissal/Release/Reassignment (Gov. Code 54957)

11.3 **Conference with Real Property Negotiator (Gov. Code 54956.8)**

Property: APN's: 1167-151-37, 1167-151-32, 1167-151-33, 1167-151-34, 1167-151-31, 1167-151-4
1167-151-43, 1167-151-35, 1167-151-36, 1167-151-38, 1167-151-39, 1167-151-01, 1167-151-02, 1167
151-45, 1167-151-59, 1167-151-58, 1167-151-60

District Negotiators: James A. Downs, Jaime R. Ayala, Alice Grundman,
Counsel, Best, Best & Krieger

11.4 **Conference with Legal Counsel—Anticipated Litigation**

Significant exposure to litigation pursuant to Government Code Section 54956.9(b)
Potential Case: one

11.5 **Conference with Labor Negotiator**

Agency:

Jerry Almendarez Assistant Superintendent, Human Resources Division
Ingrid Munsterman, Director, Human Resources Division

Employee Organizations:

Association of Colton Educators (ACE)
California School Employees' Assoc. (CSEA)
Management Association of Colton (MAC)

12.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION

13.0 ADJOURNMENT

BOARD AGENDA

**REGULAR MEETING
February 18, 2010**

CONSENT ITEM

Board of Education

- PRESENTED BY:** James A. Downs, Superintendent
- SUBJECT:** **Approval of Minutes:
Regular Meeting, February 4, 2010**
- GOAL:** Student Performance, Personnel Development, Facilities/Support Services, Budget Planning, School Safety & Attendance, Community Relations, & Parent Involvement
- STRATEGIC PLAN:** Strategy #1 – Communication Strategy #4 – Facilities
Strategy #2 – Curriculum Strategy #5 – College Career
Strategy #3 – Decision Making Strategy #6 – Character
- RECOMMENDATION:** That the Board approve the minutes of the Board of Education meeting held on February 4, 2010, as presented.

Colton Joint Unified School District

BOARD OF EDUCATION
Regular Meeting



Minutes February 4, 2010 5:30 p.m.

The Board of Education of the Colton Joint Unified School District met in Regular Session on Thursday, February 4, 2010, 5:30 p.m. in the Board Room at the CJUSD Student Services Center, 851 So. Mt. Vernon Avenue, Colton, California.

Trustees Present

Mr. Mel Albiso	President
Mr. Frank A. Ibarra	Vice President
Mr. David R. Zamora	Clerk
Mrs. Patt Haro	
Mr. Kent Taylor	
Mr. Robert D. Armenta Jr.	
Mrs. Marge Mendoza-Ware	

Staff Members Present

Mr. James A. Downs	Mrs. Jennifer Jaime
Mr. Jerry Almendarez	Mrs. Ingrid Munsterman
Mr. Jaime R. Ayala	Ms. Julia Nichols
Ms. Mollie Gainey-Stanley	Ms. Helen Rodriguez
Mr. Mike Snellings	Ms. Sosan Schaller
Mrs. Bertha Arreguín	Dr. Patrick Traynor
Mr. Todd Beal	Ms. Katie Orloff
Mrs. Alice Grundman	Ms. Jennifer Rodriguez

Strategic Plan -- Mission Statement

The Mission of the Colton Joint Unified School District, a team of caring employees dedicated to the education of children, is to ensure each student learns the academic knowledge and skills necessary to thrive in college or in the workforce and be responsible, productive citizens by providing engaging, challenging, and enriching opportunities and specialized programs in a safe environment in partnership with students, families and our diverse communities.

1.0 OPENING Call to Order/Renewal of the Pledge of Allegiance

Board President Albiso called the meeting to order at 5:34 p.m. Board Vice President Ibarra led in the renewal of the pledge of allegiance to the flag of the United States of America.

Spanish interpreter/translation services were available.

2.0 SPECIAL PRESENTATIONS

2.1 Budget Presentation – Jaime R. Ayala

Superintendent Downs thanked the board for the opportunity to devote the majority of tonight's meeting to review the budget. Following the presentation, Mr. Downs will request a recommendation from the board on the direction in which they wish to proceed.

Assistant Superintendent Ayala presented information in preparation for the 2010-11 budget. He expressed concern for the district's cash flow. Due to declining revenue, the district's cash balance in the General Fund continues to be on a downward trend. Based on the cash flow analysis, the cash balance may be negative by June 30, 2010, making it necessary for the district to borrow from other funds. Mr. Ayala stated that unless on-going budget reductions were implemented, the cash balance will continue to decline. Thus, making it difficult to meet monthly obligations, including payroll.

Mr. Ayala presented potential one-time revenue sources from five different funding sources resulting in a "savings" of \$16,102,500. He then explained the disadvantages for using one-time revenue, stating that using primarily one time revenue sources to deal with the 2010-11 budget does not address on-going expenditures that exceed the district's revenue. Further, using these funds now will leave the district with no

contingency plan for 2011-12 and 2012-13. With many uncertainties about the 2010-11 budget, the district does not wish to commit one-time revenues on July 1st because the state adopted budget will not be finalized until September/October 2010.

Tier III categorical programs and potential savings for 2010-11 from exercising the flexibility options were presented to the board. Following the presentation the board unanimously consented to the following:

Program:

AB1113 School Violence and Safety Program

Recommendation:

Continue to fund school resource officers.

Community Day School

Suspend current program. Students will either remain at their home site or be transferred to another school site. Potential savings \$253,954.

Adult Education

Reduce all non essential courses. Offer only diploma, GED and ESL courses. Potential savings \$33,800.

Community Based English Tutoring (CBET)

Eliminate program. ESL classes will continue to be offered through Adult Education. Potential savings \$170,658.

Gifted and Talented Education (GATE)

The board requested additional information.

California High School Exit Exam (CAHSEE)

No change to current program.

Instructional Materials Funding Realignment (IMFRP)

No change to current program.

Pupil Retention Block Grant

Cost will be shifted to EIA/SLI/Title I. Potential savings \$78,054.

Supplemental Counseling

The board requested additional information.

Staff Development: Math and Reading

Cost of training will be funded from Title I. Potential savings \$184,756.

Professional Development Block Grant

No changes to current program.

Peer Assistance and Review

Cost of providing staff development to participating teachers will be funded out of Title I. Potential savings \$90,488.

California School Age Families Education (Cal-Safe) – Parents

No change to current program.

California School Age Families Education (Cal-Safe) – Child Care

No change to current program.

School and Library Improvement (SLI)

The board requested additional information.

Board President Albiso called for a short recess at 7:07 p.m.; the meeting reconvened at 7:13 p.m.

3.0 SCHOOL SHOWCASE ~NONE~

4.0 ADMINISTRATIVE REPORTS

Personnel – Resignations

Quarterly Uniform Complaint Report Summary (October through December 2009)

Seville Construction Services, Inc. Letter of Authorization No. 3 Executed by Assistant Superintendent, Business Services Division

5.0 PUBLIC HEARING ~NONE~

6.0 PUBLIC COMMENT

Blue card—Specific Consent, Action, Study & Information or Closed Session Item:

- *Karen Houck*, ACE president, spoke in opposition of Action Item B-3, Resolution 10-04 to non-reelect temporary certificated employees.

White card—Items/Topics Not on the Agenda:

- *Karen Houck*, ACE president, announced that March 2nd is recognized as Read Across America in honor of Dr. Seuss's birthday. Activities are planned throughout the district and she encouraged the board and cabinet to participate; she handed out reading stickers to be placed inside student books. On March 4, ACE members will participate in "Start the Day for Students," a campaign to fight for the resources students deserve. With \$17 billion in state budget cuts over the next two years they are raising awareness about the painful effects these cuts are having on our students, schools and communities.

The following persons spoke in support of Pupil Personnel Services Director Helen Rodriguez.

- *Manuela Sosa*, Colton resident
- *Andrea Galicia* – CHS alumni, SBVC student
- *Alberto Corona* – SBVC student
- *Alejandro Silva* – parent
- *Oscar Silva* – community member

- *Gil Navarro*, education advocate, San Bernardino County Board of Ed. Member, spoke about an upcoming workshop addressing strategies to improve student performance for Latinos and English learners. He also shared information related to the identification and referral, assessment, instructional planning implementation and review for students with disabilities.

- *Alisa Lara*, parent, spoke in support of retaining the *Mommy and Me* program at Grant Elementary School.

- *Christine Irish-Re*, Colton resident, suggests that the district consider the facilities related cost associated with the current Joint Use Agreement with youth sports. She asked that the district create and streamline a policy for the approval and distribution of facility keys.

- *Bernadette Pedroza*, teacher, spoke in support of the district's GATE program. She expressed concern that eliminating portions of the program may impact several areas such as enrollment and the graduation rate.

- *Randall Cenicerros*, parent, recognized the decisions the board faces in response to the budget shortfall. He introduced his two children who are current GATE students. He supported Board Member Ibarra's recommendation to create a GATE Booster Club to support student curriculum and activities.

7.0 ACTION SESSION

A. Consent Items

#191 On motion of Board Member Taylor and Board Member Zamora, and carried on a 7-0 vote, the Board approved Consent Items #A – 1 through #A – 9 as presented.

#191.1 A-1 Approved minutes: Regular Meeting, January 21, 2010

- #191.2 A-2 Approved student field trips (**EXHIBIT A**)
- #191.3 A-3 Approved consultants for assembly presentation (**EXHIBIT B**)
- #191.4 A-4 Approved new course descriptions and adoption of textbooks, ancillary and supplemental instructional materials for *Introduction to Vertebrate Zoology*, Grades 11-12 (Beginning February 2010)
- #191.5 A-5 Approved Agreement (#09/10-0437) with the San Bernardino County Superintendent of Schools for the AB 212 Educational Stipend Program (2009-10)
- #191.6 A-6 Approved to accept National Board for Professional Teaching Standards Incentive Award (2008-09)
- #191.7 A-7 Accepted gifts (**EXHIBIT C**)
- #191.8 A-8 Approved to file Notice of Completion: Bid #09-10CA – Carpet Installation Project at Crestmore, D’Arcy and Lincoln Elementary Schools and Washington High School (*Mike’s Custom Flooring*)
- #191.9 A-9 Authorized the District to enter into agreements with colleges and universities for student teaching and/or internship programs (2009-10)

B. Action Items

#192 On motion of Board Member Zamora and Board Member Mendoza-Ware, and carried on a 7-0 vote, the Board approved Action Items #B – 1 through #B – 8 as presented.

- #192.1 B-1 Approved personnel employment (**EXHIBIT D**)
- #192.2 B-2 Approved conference attendance (**EXHIBIT E**)
- #192.3 B-3 Approved Resolution 10-04 to non-reelect temporary certificated employees
- #192.4 B-4 Approved purchase orders
- #192.5 B-5 Approved disbursements
- #192.6 B-6 Approved contract with Time Warner Cable to provide gigabit connectivity to San Bernardino County Superintendent of Schools for internet and financial services access for 2010–15
- #192.7 B-7 Approved California Multiple Award Schedule (CMAS) to procure telecommunication products and services for E-Rate 13 Projects
- #192.8 B-8 Approved Spectrum Communications to provide Local Area Network/Wide Area Network (LAN/WAN) electronic maintenance services

C. Action Items – Board Policy – None

D. Action Items – Resolutions – None

8.0 SUPERINTENDENT’S COMMUNICATION

Superintendent Downs requested direction from the board on their wishes to schedule a Special Board Meeting on March 4th at 5:30 p.m.; the board consented to schedule the meeting.

Superintendent Downs announced that the district was recently notified by the California Department of Education that corrected STAR test data now shows the following:

- CJUSD’s English learner (EL) population, *district-wide*, has met the percent proficient requirement through *safe harbor*
- The district met all three of the Title III, NCLB Annual Measurable Achievement Objectives (AMAO’s) for English learners
- Alice Birney and Abraham Lincoln Elementary Schools have now met the percent proficient requirements for all of their Adequate Yearly Progress (AYP) subgroups

9.0 BOARD MEMBER COMMENTS

Board Member Albiso thanked Director Arreguin for the recent EL report she prepared and sent through

- Director, Educational Services Division (9-12)
 - Director, Educational Services Division (7-8)/Assessment & Evaluation
- for the 2010-11 school year, and reassigned to another certificated management position, and that their work year may be changed or reduced for the 2010-11 school year. The Board directed the Superintendent or his designee to serve notice on affected employees.

#194.2 On a motion by Board Member Mendoza-ware, seconded by Board Member Albiso and carried on a 7-0 vote, the Board took action to issue notices to all certificated administrative employees that they may be released from their positions effective June 30, 2010, and reassigned to another certificated management position and that their work year and/or salary may be reduced for the 2010 - 11 school year. The Board directed the Superintendent or his designee to serve notice on affected employees.

11.3 Conference with Real Property Negotiator (Gov. Code 54956.8) – No Report
Property: APN's: 1167-151-37, 1167-151-32, 1167-151-33, 1167-151-34, 1167-151-31, 1167-151-4, 1167-151-43, 1167-151-35, 1167-151-36, 1167-151-38, 1167-151-39, 1167-151-01, 1167-151-02, 1167-151-45, 1167-151-59, 1167-151-58, 1167-151-60
District Negotiators: James A. Downs, Jaime R. Ayala, Alice Grundman, Counsel, Best, Best & Krieger

11.4 Conference with Legal Counsel—Anticipated Litigation – No Report
Significant exposure to litigation pursuant to Government Code Section 54956.9(b)
Potential Case: One

11.5 Conference with Labor Negotiator – No Report
Agency:
Jerry Almendarez Assistant Superintendent, Human Resources Division
Ingrid Munsterman, Director, Human Resources Division
Employee Organizations:
Association of Colton Educators (ACE)
California School Employees' Assoc. (CSEA)
Management Association of Colton (MAC)

12. ADJOURNMENT

At 8:40p.m., the Board adjourned to the next Regular Board of Education Meeting on February 18, 2010, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

EXHIBIT A – Student Field Trips

Site	Date	Depart	Return	Destination	Activity/Background	Grade	Teachers	Cost	Fund	Strategic Plan*
BHS	1/19/10 to 2/20/10 (F/S)	5:00 a.m.	11:00 a.m.	Pacifica High School Oxnard, CA (District Transportation)	CIF-SS 2009-10 Wrestling Championships Wrestling team will compete in the Southern Section Divisional Championship meets.	10/12	Gabriel Schaefer Erwin Schaefer Steven Padilla (17) + 1	\$1,573	Lottery: Athletics	Strategy #1
CMS	2/19/10 to 2/21/10 (F/S/S)	3:30 p.m.	12:30 p.m.	Ponderosa Pines Camp Running Springs, CA (District Transportation)	<i>2010 Winter Camp at Ponderosa</i> Solid Rock Club students will participate in activities to increase their cultural awareness, self- esteem and social skills.	7/8	Daniel Buczowski Jacinda Buczowski (6)	\$1,083	ASB	Strategy #1
CHS	3/11/10 to 3/13/10 (Th/F/S)	7:00 a.m.	10:00 p.m.	Millennium Biltmore Hotel Los Angeles, CA (District Transportation)	<i>Youth Leadership Through Literacy Program HOPE Conference</i> Students will participate in a leadership conference designed for high school aged Latinas to encourage educational and career success through a college education.	11	Daisy Contreras (4)	\$250 (sub cost) *	Lottery: discretion	Strategy #1
								* Registration fees; travel; lodging, meals; materials paid for by HOPE (Hispanas Organized for Political Equality)		
BMS	3/29/10 (Mon.) (Spring break)	8:00 a.m.	9:00 p.m.	Disneyland Anaheim, CA (District Transportation)	<i>Reward Trip</i> AVID, Leadership, NJHS and Knowledge Bowl students will participate in an end of the year academic incentive trip.	7/8	Ginger Witt (120) + 11	\$8,210	ASB	Strategy #1
CHS	4/21/10 to 4/22/10 (W/Th)	6:00 a.m.	10:00 p.m.	Sheraton Grand Sacramento Hotel Sacramento, CA (Air)	<i>Youth Leadership Through Literacy Program HOPE Conference</i> Students will participate in a leadership conference designed for high school aged Latinas to encourage educational and career success through a college education.	11	Daisy Contreras (4)	\$250 (sub cost) *	Lottery: discretion	Strategy #1
								* Registration fees; travel; lodging, meals; materials paid for by HOPE (Hispanas Organized for Political Equality)		

*Strategy #1: We will establish an effective internal and external communications system to keep all partners informed about our mission, objectives, strategies, policies, successes, and strengths.

EXHIBIT B – Consultants for Staff Development

Site	Date	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
Grant	2/19/10	8:15 a.m. & 9:00 a.m.	<i>"Dance Is"</i> Students in grades 5/6 will participate in art, music, and dance instruction as outlined by the Visual and Performing Arts Framework.	Grant	Riverside Community College Dance Department Riverside, CA	No cost	NA	Strategy #1
Smith	3/8/10	8:45 a.m. to 9:45 a.m.	<i>"The Imagination Machine Writing Show"</i> Through theater improvisation, K-6 students will be inspired to develop their imaginations through creative writing.	Smith	The Imagination Machine Villa park, CA	\$980	PTA	Strategy # 1
Grant	4/15/10	8:30 a.m. & 11:00 a.m.	<i>"History Brought to Life"</i> Students in grade 4 will learn about the California Missions and the Gold Rush of 1849 as outlined by the History Social Science Framework.	Grant	History Brought to Life Rancho Cucamonga, CA	\$650	Booster Club	Strategy #1

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*Strategy #1: We will establish an effective internal and external communications system to keep all partners informed about our mission, objectives, strategies, policies, successes, and strengths.

EXHIBIT C – Gifts

Site	Donor	Donation / Purpose	Amount
Alice Birney Elementary School	General Mills Box Tops for Education P.O. Box 200, Young America, MN 55553-0200	Check #000616610 Site discretionary	\$237.50
Bloomington High School	Vanessa Quinonez 22240 DeBerry St., Grand Terrace, CA 92313	Cash – Support Drama Video Club	\$100
Bloomington Middle School	James A. Downs 1212 Valencia Dr., Colton, CA 92324	Check # 1299 – Site discretionary	\$100
Grant Elementary	Green Club Committee 550 West Olive St., Colton, CA 92324	Cash – Site discretionary	\$66.10
Sycamore Hills Elementary	Sharon Sadler & Eileen Stoffel; Teachers/Writers Sycamore Hills Elementary 11036 Mohogany Drive, Fontana, CA 92337 Awarded FEDCO Grant by Cal Poly Pomona Cal Poly Pomona Foundation 3801 W. Temple Avenue, Bldg 55 Pomona, CA 91768	Grant #9/10-120 – Awarded for NASA Club – Classroom enhancement project. Purchase LEGCO Robotics Materials and NXT software	\$1,983.12

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EXHIBIT D – Personnel Employment

I-A	Certificated – Regular Staff	Subject	Site
	<i>None</i>		
I-B	Certificated – Activity/Coaching Assignments	Position	Site
	<i>None</i>		
I-C	Certificated – Hourly	Position	Site
	<i>None</i>		
I-D	Certificated – Substitute Teacher		
1.	Bellinger, Charles		
2.	Lopez, Rosa		
3.	Macias, Christine		
4.	Monreal, Madeline		
5.	Quiroz, Randy		
6.	Silberman, Randy		
II-A	Classified – Regular Staff	Position	Site
1.	Alarcia, Maria	State Preschool Inst. Asst.	Rogers
2.	Sandoval, Paul	Campus Supervisor	
II-B	Classified – Activity/Coaching Assignments	Position	Site
1.	Lopez, Guadalupe	Soccer, Head JV (walk-on)	BHS
II-C	Classified – Classified Hourly	Position	Site
1.	Conboy, Olivia	AVID Tutor	CHS
2.	Jones, Markus	AVID Tutor	BHS
3.	Ortiz, Joanna	Sub Noon Aide	Zimmerman
4.	Vides, Robert	AVID Tutor	ROHMS
II-D	Classified Substitute	Position	Site
1.	Espinosa, Wendy	Sub Bus Driver	
2.	Maestas, Frankie	Sub Campus Supervisor	

EXHIBIT E – Conference Attendance

Employee	Title	Site	Conference	Date/Location	Funds
Lynn Park Raymonn Brown Shelby Ericson Holly Todd	Counselor Teachers	BHS	AVID Junior Trip	February 8-11, 2010 Central, CA	AVID funds: \$2,300
Jaime Ayala	Asst. Supt.	D.O./Business Office	C.A.S.H. Conference	February 22-25, 2010 Sacramento, CA	Business funds: \$1,793.40
Alice Grundman	Director	SSC/Facilities	C.A.S.H. Conference	February 22-25, 2010 Sacramento, CA	Facilities funds: \$2,001.40
Misty Wright	Activities Director	BHS	CADA Conference	March 3-6, 2010 Reno, NV	SLI funds: \$1,614

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BOARD AGENDA

**BOARD MEETING
February 18, 2010**

CONSENT ITEM

TO: **Board of Education**

PRESENTED BY: Mollie Gainey-Stanley, Assistant Superintendent
Educational Services Division

SUBJECT: **Approval of Consultant for Staff Development**

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #1 – Communication

RECOMMENDATION: That the Board approve the consultant for staff development as listed and expend the appropriate funds.

CONSULTANTS: Regular Meeting February 18, 2010

Site	Date	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
Smith	February 23,25 and March 2, 4, 9, 11, 16 & 18, 2010	8:30 a.m. to 11:30 a.m.	<i>Algebra Readiness for Parents</i> To provide algebra readiness course for parents to assist their children with homework and in preparation for middle school algebra classes.	Smith	iHOLA Language Services Oceanside, CA	\$5,000	Title I	Strategy #1

Colton Joint Unified School District



Consultant Request Proposal

School: Gerald A. Smith Elementary
Consultant: Leslie Padilla-Williams HOLA Language Services
Approval Date: February 18, 2010
Billing Address: 1305 Hodges Road. Oceanside, CA 92506
Contact Number: 1-877-HOLALAN 1-877-465-2526

Consultant Qualifications and Background:

Hola! has been recognized as a recommend training resource by the California Department of Education.

List Districts serviced and accompanying API Scores for 3 years:

	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
Colton Joint Unified:	656	673	701
Ontario-Montclair Unified	676	699	732
Ezequiel Tafoya Alvarado Academy	683	725	755

Purpose:

Provide algebra readiness classes for parents. Parents will develop an understanding of the math skills their children need to master at each grade level to prepare them for algebra. Parents who understand mathematical concepts themselves are better equipped to help support their students learning at home.

Needs:

There is a need for parents to understand pre-algebra skills in order to assist their students with homework and in preparation for middle school algebra.

Strategies:

The District plan has identified passing algebra as a necessity for future academic success in mathematics.

Evaluation and Monitoring:

All parents attending the course will take a pre and post mathematics test to determine effectiveness of the program.

Budget:

\$5,000 - Title I-Parent Involvement allocation

BOARD AGENDA

REGULAR MEETING
February 18, 2010

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Mollie Gainey-Stanley , Assistant Superintendent
Educational Services Division
- SUBJECT:** Approval of Amended Contract Resolutions and Acceptance of 2009-10 Funding for Child Development Programs: California State Preschool Program CSPP-9442 and General Child Care and Development Program CCTR-9234 (2009-10)
- GOAL:** Improved Student Performance
- STRATEGIC PLAN:** Strategy #2 – Curriculum
- BACKGROUND:** The California Department of Education has amended the 2009-10 funding terms and conditions in accordance with Attachment A. This item was previously board approved on July 16, 2009 and is now presented as an amended item for Board approval.
- Contract number CSPP-9442 decreased by \$19,000.
 - Contract number CCTR-9234 increased by \$19,000.
- BUDGET IMPLICATIONS:** None.
- RECOMMENDATION:** That the Board approve the amended contract resolutions and accept the 2009-10 funding for Child Development Programs: California State Preschool Program CSPP-9442 and General Child Care and Development Program CCTR-9234 (2009-10).



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 09 - 10

Amendment 01

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

FT&C Change Only

DATE: July 01, 2009

CONTRACT NUMBER: CSPP-9442

PROGRAM TYPE: CALIFORNIA STATE

PRESCHOOL PROGRAM

PROJECT NUMBER: 36-6768-00-9

CONTRACTOR'S NAME: COLTON JOINT UNIFIED SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2009 designated as number CSPP-9442, shall be amended in the following particulars but no others:

The 2009/10 Funding Terms and Conditions (FT&C) shall be amended in accordance with the attached 2009/10 amended FT&C Language (Attachment A) which by this reference is incorporated herein.

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be \$2,024,155.00. (No change)

The Maximim Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be \$34.38. (No change)

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be 58,875.9. (No change)

Minimum Days of Operation (MDO) Requirement shall be 242. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA				CONTRACTOR			
BY (AUTHORIZED SIGNATURE)				BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager				PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Contracts, Purchasing & Conf Svcs				ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0 PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 2,024,155 TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,024,155	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs			FUND TITLE			
	(OPTIONAL USE) See Attached						
	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR			
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702						
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.				T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER See Attached				DATE			

Department of General Services use only

CONTRACTOR'S NAME: COLTON JOINT UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CSPP-9442

Amendment 01

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 582,980	(OPTIONAL USE)0656 23254-6768			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 582,980	ITEM 30.10.020.001 6110-196-0001	CHAPTER 1	STATUTE 2009	FISCAL YEAR 2009-2010
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 1,441,175	(OPTIONAL USE)0656 23038-6768			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,441,175	ITEM 30.10.010. 6110-196-0001	CHAPTER 1	STATUTE 2009	FISCAL YEAR 2009-2010
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. SIGNATURE OF ACCOUNTING OFFICER	T B A. NO	B R. NO
	DATE	

CHILD CARE AND DEVELOPMENT
2009/2010 LANGUAGE CHANGES TO
THE FUNDING TERMS AND CONDITIONS (FT&C)

These changes apply to the FT&C for the following contract type: CSPP

Note: The page numbers cited may be a few pages off.

Amend Section II.I., ELIGIBILITY AND NEED CRITERIA AND DOCUMENTATION,
Calculation of Income as follows (p.50):

I. Calculation of Income

3. Exceptions to Calculation for Military Personnel:

For programs located on or in close proximity to a military base or base housing, for purposes of determining eligibility and income ranking for families whose child is eligible for part-day/part-year services, when an individual counted in the family size is on federal active duty, state active duty, active duty for special work, or Active Guard and Reserve duty in the military, and the families reside on a military base or in military housing, the contractor, with prior written approval from the SSPI or his designee, may exclude the amount of the basic allowance for housing provided to the individual pursuant to 37 USC 403.

Amend Section IV.A., ADMISSION POLICIES AND PROCEDURES, General Admission Procedures as follows (p.62):

IV. ADMISSION POLICIES AND PROCEDURES

A. General Admission Procedures

Contractors shall develop written admission policies and procedures that shall be made available to the public. The admission procedures established shall conform to requirements in the California *Code of Regulations, Title 22, Section 101218.*

At least fifty percent (50%) of the children enrolled at a program site shall be four-year-old children. Any exceptions to this requirement shall require prior written approval from the CDD.

Add Section IV.C., ADMISSION POLICIES AND PROCEDURES, Head Start Collaborative Full-Day Programs as follows (p.63):

C. Head Start Collaborative Full-Day Programs

When collaborative full-day services are provided with CSPP funding and when the CSPP contractor is also a Head Start grantee or delegate agency or has a signed collaboration agreement with a Head Start grantee or delegate agency, the contractor shall:

1. Search the county centralized eligibility list (CEL) for eligible children whose family income is at or below the Head Start income guidelines, who need full-day services, and, if the information is included in the CEL, the Head Start enrollment priorities;
2. Give first priority for services to eligible children based on I.B.1 above
3. Give second priority for services to children drawn from the CEL search and any other eligible children from families with incomes not to exceed the exceptions specified in *Title 5, California Code of Regulations, Section 18133*, who meet Head Start enrollment priorities, as these children shall be deemed as meeting the priorities specified in I.B.2 and I.B.3 above.

Amend Section IV.B., FEE SCHEDULE, Exclusions from Fee Assessment as follows (p.64):

B. Exclusions from Fee Assessment

No fees shall be collected from families:

1. With an income level that, in relation to family size is less than the first entry level in the fee schedule.
2. In which any individual counted in the family size is receiving CalWORKs cash aid; or
3. Whose child is receiving part-day/part-year services.

Families receiving services because the child is at risk of abuse, neglect, or exploitation, may be exempt from paying fees for up to three (3) months if the referral prepared by a legally qualified professional from a legal, medical, or social services agency, or emergency shelter specifies that is necessary to exempt the family from paying a fee.

Families receiving services because the child is receiving protective services may be exempt from paying fees for up to twelve (12) months if the referral prepared by the county welfare department, child welfare services worker specifies that it is necessary to exempt the family from paying a fee.

The cumulative period of time of fee exemption for families receiving services because the child is at risk of abuse, neglect, or exploitation or for families receiving child care services because the child is receiving protective services shall not exceed twelve (12) months.



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 09 - 10

Amendment 02

DATE: January 05, 2010

CONTRACT NUMBER: CSPP-9442

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

PROJECT NUMBER: 36-6768-00-9

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES DECREASE

\$ Transfer to CCTR-9234

CONTRACTOR'S NAME: COLTON JOINT UNIFIED SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2009 designated as number CSPP-9442, Amendment #01 (FT&C Change Only) shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$2,024,155.00 and inserting \$2,005,155.00 in place thereof.

The Maximum Rate per child day of enrollment payable pursuant to the provisions of this agreement shall be \$34.38. (No change)

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 58,875.9 and inserting 58,323.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 242. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

Table with columns for STATE OF CALIFORNIA and CONTRACTOR, containing fields for signatures, titles, amounts, and program details.

CONTRACTOR'S NAME: COLTON JOINT UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CSPP-9442

Amendment 02

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ -19,000	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 582,980	(OPTIONAL USE)0656 23254-6768			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 563,980	ITEM 30.10.020.001 6110-196-0001	CHAPTER 1	STATUTE 2009	FISCAL YEAR 2009-2010
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 1,441,175	(OPTIONAL USE)0656 23038-6768			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,441,175	ITEM 30.10.010. 6110-196-0001	CHAPTER 1	STATUTE 2009	FISCAL YEAR 2009-2010
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

2nd Act

F.Y. 09 - 10

Amendment 01

DATE: July 01, 2009

CONTRACT NUMBER: CCTR-9234

PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS

PROJECT NUMBER: 36-6768-00-9

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

FT&C Change Only

CONTRACTOR'S NAME: COLTON JOINT UNIFIED SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2009 designated as number CCTR-9234, shall be amended in the following particulars but no others:

The 2009/10 Funding Terms and Conditions (FT&C) shall be amended in accordance with the attached 2009/10 amended FT&C Language (Attachment A) which by this reference is incorporated herein.

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be \$83,403.00. (No change)

The Maximim Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be \$34.38. (No change)

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be 2,426.0. (No change)

Minimum Days of Operation (MDO) Requirement shall be 242. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA		CONTRACTOR					
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)					
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING					
TITLE Contracts, Purchasing & Conf Svcs		ADDRESS					
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		Department of General Services use only			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 83,403	(OPTIONAL USE) 0656 23254-6768	ITEM 30.10.020.001 6110-196-0001	CHAPTER 1			STATUTE - 2009	FISCAL YEAR 2009-2010
TOTAL AMOUNT ENCUMBERED TO DATE \$ 83,403	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6060 Rev-8590						
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.				
SIGNATURE OF ACCOUNTING OFFICER		DATE					

Attachment A

CHILD CARE AND DEVELOPMENT 2009/2010 LANGUAGE CHANGES TO THE FUNDING TERMS AND CONDITIONS (FT&C)

These changes apply to the FT&C for the following contract type: CCTR

Note: The page numbers cited may be a few pages off.

Amend Section III.B FACILITIES AND EQUIPMENT, Capital Outlay, as follows (p25)

B. Capital Outlay

Capital outlay expenditures are those that result in the acquisition of or additions to capital assets. Capital outlay expenditures are subdivided into two categories:

1. Sites; improvement of sites; buildings; improvement of buildings; building fixtures; and services systems; and
2. Equipment, which includes personal property of a relatively permanent nature and/or of significant value. (See the California School Accounting Manual for categorization of various items.)

Capital outlay expenditures for category (1) for non-licensable facilities are only reimbursable as depreciation or use allowance. Capital outlay expenditures for licensable facilities in the community served by the program are reimbursable as lease payments, down payments, payments of principal and interest on loans incurred to acquire, rehabilitate or construct licensable facilities as long as the costs do not exceed fair market rents existing in the community in which the facility is located. A fair market rental estimate must be obtained from an independent appraiser, licensed by the California Office of real Estate Appraisers. In addition, to be reimbursable, interest paid on private sector debt for the purchase, lease-purchase, repair or renovation of child care and development facilities owned or leased by contractors providing center-based care must not exceed interest calculated using a fair market rate of interest..

To be reimbursable as direct costs, prior written approval by the CDD is required to acquire, rehabilitate, improve, or construct licensable facilities. Capital expenditures are not reimbursable as indirect costs, excepting depreciation and use allowance, as provided in Section III.A above.

Title to real property acquired in whole or part with state child care and development (CD) funds shall vest in the contractor subject to the condition that the contractor shall use the real property for the authorized purpose of the CD program as long as it has a contract with the CDD and

shall not encumber the property without the prior written approval of the CDD. If the contractor wishes to share the use of real property among multiple programs, the associated reimbursable capital expenditures shall be prorated among the programs according to the benefits received. When the real property is no longer needed for the purpose of any CDD program, the contractor shall request disposition instructions from the CDD, which shall observe one of the following three disposition instructions:

1. The CDD may permit the contractor to retain title without further obligation to the CDD after the contractor compensates the CDD for that percentage of the current fair market value of the property, net of reasonable and necessary selling costs, attributable to the CDD's share of the acquisition cost.
2. The contractor may be directed to sell the property under guidelines provided by the CDD and pay the CDD for that percentage of the current fair market value of the property, net of reasonable and necessary felling and fix-up costs, attributable to the CDD's share of the acquisition cost.
3. The contractor may be directed to transfer title to the property to the CDE or to an eligible third party, provided that, in such cases, the contractor shall be entitled to compensation for its attributable percentage of the current fair market value of the property.



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 09 - 10

Amendment 02

DATE: January 05, 2010

CONTRACT NUMBER: CCTR-9234

PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS

PROJECT NUMBER: 36-6768-00-9

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES INCREASE

\$ Transfer to CSPP-9442

CONTRACTOR'S NAME: COLTON JOINT UNIFIED SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2009 designated as number CCTR-9234, Amendment #01 (FT&C Change Only) shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$83,403.00 and inserting \$102,403.00 in place thereof.

The Maximum Rate per child day of enrollment payable pursuant to the provisions of this agreement shall be \$34.38. (No change)

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 2,426.0 and inserting 2,979.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 242. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

Table with columns for STATE OF CALIFORNIA and CONTRACTOR, containing signature lines, titles, and financial details.

RESOLUTION

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 and to authorize the designated personnel to sign contract documents for Fiscal Year 2009/10.

RESOLUTION

BE IT RESOLVED that the Governing Board of Colton Joint Unified School District

authorizes entering into local agreement number/s CCTR-9234 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>James A. Downs</u>	<u>Superintendent</u>	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS 18 day of February 2009/10, by the Governing Board of Colton Joint Unified School District of San Bernardino County, California.

I, David R. Zamora, Clerk of the Governing Board of Colton Joint Unified School Dist., of San Bernardino, County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a February 18, 2010 meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)

BOARD AGENDA

**REGULAR MEETING
February 18, 2010**

CONSENT ITEM

TO: Board of Education

PRESENTED BY: Jerry Almendarez, Assistant Superintendent, Human Resources Division

SUBJECT: Approval of Partnership with PULSE...A Thankful Heart Foundation, Project: *LAS GANAS*

STRATEGIC PLAN: Strategy #2 – Curriculum

GOAL: Improved Student Performance

BACKGROUND: The purpose of this proposal is to participate in collaboration with PULSE...A Thankful Heart Foundation to assist secondary English learner students toward becoming self advocates and self regulated learners. The students’ focus must shift to an internal focus of control on understanding personal responsibility and the true potential within.

Success coaches will be trained to provide tutoring and mentoring to secondary English learner students to accomplish this goal by providing information on AB 540, scholarships, college opportunities and A-G requirements.

BUDGET IMPLICATIONS:

\$29,540 will be paid as indicated below:	
Title III	\$10,000
English Language Acquisition Program (ELAP)	\$10,000
Economic Impact Aid (EIA)	\$9,540

RECOMMENDATION: That the Board approve the partnership with PULSE...A Thankful Heart Foundation, Project: *LAS GANAS* as presented.

BOARD AGENDA

**REGULAR MEETING
February 18, 2010**

CONSENT ITEM

TO: **Board of Education**

PRESENTED BY: Jaime R. Ayala, Assistant Superintendent, Business Services Division

SUBJECT: **Approval of Reimbursement for Damage to Employee Vehicle**
(Grimes Elementary – EIN#3162)

GOAL: School Safety & Attendance

STRATEGIC PLAN: Strategic Parameter #7 – Fiscal Responsibility

**BUDGET
IMPLICATIONS:** \$99.00 from the General Fund

RECOMMENDATION: That the Board approve the reimbursement for damage to employee vehicle as listed, in accordance with Board Policy #4356.3.

CJUSD - Board Policy #4356.3

Employee Vehicle Damage Reimbursement

Board Meeting --- February 18, 2010

EMPLOYEE (EIN)	LOCATION	DATE/TIME	DETAIL/INCIDENT	RPR. EST.	INS. DED.	POLICE REPORT
EIN# 3162	Ruth Grimes Elementary	January 11, 2010 at approximately 3:15 p.m.	Driver's side window shattered.	\$99.00	\$500.00	#931000372

9. To be considered for reimbursement in accordance with this policy, all claims for loss, destruction, or damage of personal property used for instructional purposes must be filed with the school principal or site supervisor within thirty days following the date of loss, destruction, or damage. The school principal or site supervisor will notify the Business Office concerning the claim and forward all documents directly relating to said claim to the Business Office.
10. The Business Office will hold the claim documents until police reports and other related reports have been received and final settlements made regarding applicable insurance recovery.
11. When all required actions have been completed, the Business Office will submit the claim for reimbursement to the Board.

Reimbursement For Damage To Employee Vehicles

General

1. The Board may reimburse an employee for vehicle damage subject to provisions of this policy.
2. Reimbursement for vehicle damage shall be limited to payment of the deductible amount of the employee's insurance policy, not to exceed one hundred dollars (\$100), for damages resulting from malicious acts while the vehicle is parked or driven on District premises. Collision, theft of an entire vehicle or any optional equipment attached thereto such as a radio or tape deck, including tapes, cassettes and hub caps, and damage to vehicle resulting from actual theft of the vehicle are specifically excluded from this coverage.
3. Such loss, destruction or damage must have been beyond the control of the employee.
4. The policy will apply during normal duty hours including hours of assigned duties. Vehicles left on District premises overnight, on weekends, on holidays or during vacation periods will not be covered.
5. A report shall be made to the police/sheriff and the police/sheriff report number must be included in the claim for reimbursement.

Other Insurance

1. Relief under this policy is available from the District only after resources listed below have been exhausted:
 - a. Other Parties - If the person causing the loss is known, every reasonable effort must be made by the employee to obtain reimbursement from the person(s) before the District will consider the claim.
 - b. Employee - If the employee has insurance which would cover the loss, then it shall be considered primary. The District would pay only the amount not covered, such as a deductible, not to exceed \$100.00. If the loss is not covered by insurance, the maximum District liability will not exceed \$100.00
 - c. Subrogation - The District will be subrogated to any right of the employee to recover. The District will reimburse the employee under this policy if reimbursement is not possible by other means.

Procedures

1. Reimbursement Claims - The employee will complete and submit to the District Business Office, within ten (10) working days of the date of loss, an "Employee Vehicle Damage Reimbursement Claim" (Form #D-136) signed by the employee and the employee's immediate supervisor, along with at least two estimates for replacement or repair costs. If approved, a copy of the approval will be sent to the employee. After replacement or repair, a receipt of said purchase or repair and the approval form must be returned to the Business Office for reimbursement. The District may review and/or investigate any request for reimbursement, as it deems necessary before granting reimbursement. The District also has the right to inspect the repaired damage to ascertain that the repairs have been satisfactorily completed.
2. Review and Approval - Claims will be reviewed by the District Business Office and shall be subject to approval by the Board.
3. The District may request an additional estimate from a company designated by the District.

*Legal Reference:**EDUCATION CODE**35213 Reimbursement for loss, destruction or damage of personal property**48904 Liability of parent/guardian for willful misconduct; withholding of grades, diplomas and transcripts**CIVIL CODE**1714.1 Liability of parent or guardian for act of willful misconduct by a minor*

(9/88) 2/98

BOARD AGENDA

**REGULAR MEETING
February 18, 2010**

CONSENT ITEM

TO: Board of Education

PRESENTED BY: Jaime R. Ayala, Assistant Superintendent, Business Services Division

SUBJECT: Acceptance of Gifts

GOAL: Community Relations

STRATEGIC PLAN: Strategy #6 – Character

RECOMMENDATION: That the Board accept the gifts as listed on the attached matrix.

Site	Donor	Donation/Purpose	Amount
BIRNEY ELEMENTARY	Alice Birney P.T.A.	Check #1214 For benches	\$2,966.39
BIRNEY ELEMENTARY	Alice Birney P.T.A.	Check #1216 For emergency water supply purchase	\$216.43
BLOOMINGTON HIGH SCHOOL	Fred Christian c/o Bloomington High School 10750 Laurel Avenue, Bloomington, CA 92316	Check #4204 To support ASB – PEPSTERS	\$50.00
BLOOMINGTON HIGH SCHOOL	Julie Urquiza c/o Bloomington High School 10750 Laurel Avenue, Bloomington, CA 92316	To support ASB – PEPSTERS	\$10.00
BLOOMINGTON HIGH SCHOOL	Dennis Skinner c/o Bloomington High School 10750 Laurel Avenue, Bloomington, CA 92316	To support ASB – PEPSTERS	\$2.00
D'ARCY ELEMENTARY	Edison International Employee Contributions Campaign James Edward Harris P.O. Box 3288, Princeton, NJ 08543-3288	Check#121910 Site discretionary	\$369.45
JURUPA VISTA ELEMENTARY	Jurupa Vista Elementary P. T. A. 15920 Village Drive Fontana, CA 92337	Check #1158 Site discretionary	\$1,876.43
JURUPA VISTA ELEMENTARY	Jurupa Vista Elementary P. T. A. 15920 Village Drive Fontana, CA 92337	Check #1157 For 3 rd grade field trip	\$160.00
JURUPA VISTA ELEMENTARY	BP Fabric of America Fund P.O. Box 8449, Princeton, NJ 08543-8449	Check #228979 Field trips	\$500.00
TERRACE VIEW ELEMENTARY	Edison International Employee Contributions Campaign Jacqueline M. Aguilar P.O. Box 3288, Princeton, NJ 08543-3288	Check #153554 Mr. Winter Class (Alexis Aguilar)	\$100.00

BOARD AGENDA

**REGULAR MEETING
February 18, 2010**

ACTION ITEM

TO: **Board of Education**
PRESENTED BY: Jerry Almendarez, Assistant Superintendent, Human Resources Division
SUBJECT: **Approval of Personnel Employment**
GOAL: Human Resources Development
STRATEGIC PLAN: Strategy #1 – Communication

I-A Certificated – Regular Staff

1. Romero, David SDC/SH Teacher (Temporary) – BHS
2. Trapp, Desiree Agriculture Teacher – BHS

I-B Certificated – Activity/Coaching Assignments – None

I-C Certificated – Hourly – None

I-D Certificated – Substitute Teacher

1. Anderson, Kenneth
2. Anderson, Michael
3. Boone, Jon
4. Carter, Kiedryn
5. GlaserTvrdivk, Courtney
6. Gonzales, Stephen
7. Parga, Ivonne
8. Perez, Alyssa
9. Rangel, Dawn
10. Tilden, Marisa

II-A Classified – Regular Staff

1. Figueroa, Socorro Language Assistant - Crestmore

II-B Classified – Activity/Coaching Assignments

1. Akins, Cary Auxiliary Unit Director - CHS

II-C Classified – Hourly – None

II-D Classified – Substitute

1. Hanna, Lenert Sub Campus Supervisor
2. Wolf, Kenneth Sub Campus Supervisor

RECOMMENDATION: That the Board approve employment of personnel as presented.

ACTION: On motion of Board Member _____ and _____, the Board approved the recommendations for employment as presented.

BOARD AGENDA

**REGULAR MEETING
February 18, 2010**

ACTION ITEM

TO: Board of Education

PRESENTED BY: Jerry Almendarez, Assistant Superintendent, Human Resources Division

SUBJECT: Adoption of Resolution No. 10-07 to Release and Reassign Certificated Administrative Employees

GOAL: Personnel Development

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: This action will reduce the work year of all certificated administrative employees. Elementary principals with a work year of 206 days will be reduced to 201 days, for a total of five furlough days. All other certificated administrative employees' work year shall be reduced by two additional days for a total of five furlough days.

BUDGET IMPLICATIONS: Decrease in general fund expenditures of \$190,665

RECOMMENDATION: That the Board adopt Resolution No. 10-07 to Release and Reassign Certificated Administrative Employees pursuant to Education Code 44951.

ACTION: On motion of Board Member _____ and _____, the Board approved the above recommendation as presented.

**BEFORE THE GOVERNING BOARD OF THE
COLTON JOINT UNIFIED SCHOOL DISTRICT
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA**

RESOLUTION NO. 10-07

**RESOLUTION TO RELEASE AND REASSIGN
CERTIFICATED ADMINISTRATIVE EMPLOYEES
PURSUANT TO EDUCATION CODE 44951**

WHEREAS, the provisions of California Education Code section 44951 require that a certificated employee holding a position requiring an administrative or supervisory credential be notified by March 15th if the government board determines that he or she may be released from his or her position for the following school year;

NOW THEREFORE, it is hereby resolved and ordered by this Board of Education:

1. The following employees shall be released from their current administrative positions effective June 30, 2010, and reassigned to the administrative positions indicated below for the 2010-2011 school year:

Current Position	2010-2011 Position
Assistant Superintendent Human Resources Division, 220 Day (Reflects 3-day furlough)	Assistant Superintendent Human Resources Division, 218 Day (Reflects 5-day furlough)
Assistant Superintendent Educational Services Division, 220 Day (Reflects 3-day furlough)	Assistant Superintendent Educational Services Division, 218 Day (Reflects 5-day furlough)
Director, Administrative Services, 244 Day (Reflects 3-day furlough)	Director, Administrative Services, 242 Day (Reflects 5-day furlough)
Director, Educational Services (K-6), 244 Day (Reflects 3-day furlough)	Director, Educational Services (K-6), 242 Day (Reflects 5-day furlough)
Director, Educational Services (9-12), 244 Day (Reflects 3-day furlough)	Director, Educational Services (7-12), 242 Day (Reflects 5-day furlough)
Director, Human Resources, 244 Day (Reflects 3-day furlough)	Director, Human Resources, 242 Day (Reflects 5-day furlough)
Director, Language Support Services, 244 Day (Reflects 3-day furlough)	Director, Language Support Services, 242 Day (Reflects 5-day furlough)
Director, Pupil Personnel Services, 244 Day (Reflects 3-day furlough)	Director, Pupil Personnel Services, 242 Day (Reflects 5-day furlough)
Principal, High School, 244 Day (Reflects 3-day furlough)	Principal, High School, 242 Day (Reflects 5-day furlough)
Principal, High School, 244 Day (Reflects 3-day furlough)	Principal, High School, 242 Day (Reflects 5-day furlough)
Coordinator, Student Services & Child Welfare, 244 Day (Reflects 3-day furlough)	Coordinator, Student Services & Child Welfare, 242 Day (Reflects 5-day furlough)
Coordinator, Staff Development, 244 Day (Reflects 3-day furlough)	Coordinator, Staff Development, 242 Day (Reflects 5-day furlough)
Principal, Alternative High School, 244 Day (Reflects 3-day furlough)	Principal, Alternative High School, 242 Day (Reflects 5-day furlough)
Principal, 206-Day Elementary Traditional/4M, 206 Day (No furlough)	Principal, Elementary, 201 Day (Reflects 5-day furlough)

Assistant Principal, Elementary, 203 Day (Reflects 3-day furlough)	Assistant Principal, Elementary, 201 Day (Reflects 5-day furlough)
Assistant Principal, Elementary, 203 Day (Reflects 3-day furlough)	Assistant Principal, Elementary, 201 Day (Reflects 5-day furlough)
Assistant Principal, Elementary, 203 Day (Reflects 3-day furlough)	Assistant Principal, Elementary, 201 Day (Reflects 5-day furlough)
Assistant Principal, Elementary, 203 Day (Reflects 3-day furlough)	Assistant Principal, Elementary, 201 Day (Reflects 5-day furlough)
Assistant Principal, Elementary, 203 Day (Reflects 3-day furlough)	Assistant Principal, Elementary, 201 Day (Reflects 5-day furlough)
Assistant Principal, Elementary, 203 Day (Reflects 3-day furlough)	Assistant Principal, Elementary, 201 Day (Reflects 5-day furlough)

2. A copy of this Resolution along with appropriate written notice in accordance with the provisions of Education Code section 44951 shall be served upon said employee by the Superintendent or designee on or before March 15, 2010.

PASSED AND ADOPTED at the regular meeting of the Board of Education held on February 18, 2010.

AYES: _____

NOES: _____

ABSENT: _____

ABSTENTIONS: _____

Mel Albiso, President
Board of Education

I, James A. Downs, Superintendent of Colton Joint Unified School District of San Bernardino County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the District's Board of Education at a duly scheduled meeting thereof.

Date: February 18, 2010

James A. Downs
Superintendent

BOARD AGENDA

**REGULAR MEETING
February 18, 2010**

ACTION ITEM

TO: **Board of Education**

PRESENTED BY: Jerry Almendarez, Assistant Superintendent, Human Resources Division

SUBJECT: **Adoption of Resolution 10-06 for Reduction of Particular Kinds of Services for Certificated Staff for 2010-11**

GOAL: Personnel Development

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: Pursuant to Education Code 44949 and 44955, the attached resolution approves the reduction of particular kinds of services of certificated staff for the 2010-11 school year. As a result of the reduction of services, 141 F.T.E. (full-time equivalent) certificated positions will be reduced or eliminated.

BUDGET IMPLICATIONS: Decrease in general fund expenditures of \$9,570,516

RECOMMENDATION: That the Board adopt Resolution 10-06 for reduction of Particular Kinds of Services for Certificated Staff for 2010-11 authorizing the reduction and/or elimination of particular kinds of services and a reduction of certificated staff, as presented, and pursuant to Education Code 44949 and 44955. Further, the administration will provide written notice to the affected employees on or before March 15, 2010.

ACTION: On motion of Board Member _____ and _____, the Board approved the above recommendation as presented.

**BEFORE THE GOVERNING BOARD OF THE
COLTON JOINT UNIFIED SCHOOL DISTRICT
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA**

RESOLUTION NO. 10-06

REDUCTION OF PARTICULAR KINDS OF CERTIFICATED SERVICES

WHEREAS, the Governing Board of the Colton Joint Unified School District has determined that it is in the best interests of the district and the welfare of the schools and the pupils thereof that the particular kinds of services set forth herein must be reduced or discontinued due to financial conditions; and

WHEREAS, it is the opinion of the board that because of the aforementioned reason, it is in the best interest of the district that the number of certificated employees of the district must be reduced; and

WHEREAS, this board does not desire to reduce the services of regular certificated employees based upon reduction of average daily attendance during the past two years.

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Colton Unified School District as follows:

- A. That the particular kinds of services set forth below be reduced or eliminated commencing in the 2010-2011 school year:

Art Teacher, High School	1.0	F.T.E.
Biology Teacher, High School	4.0	F.T.E.
Business Education Teacher, High School	1.0	F.T.E.
Chemistry Teachers, High School	2.0	F.T.E.
Driver Education Teacher	1.0	F.T.E.
Elementary (K-6) Classroom Teachers	94.0	F.T.E.
English Teachers, High School	3.0	F.T.E.
English/Language Arts Teachers, Middle School	2.0	F.T.E.
Foreign Language: French Teacher, High School	1.0	F.T.E.
Foreign Language: German Teacher, High School	1.0	F.T.E.
Foreign Language: Spanish Teachers, High School	2.0	F.T.E.
Geosciences Teacher, High School	1.0	F.T.E.
Home Economics Teacher, High School	1.0	F.T.E.
Independent Study Teacher	1.0	F.T.E.
Keyboarding Teacher, Middle School	1.0	F.T.E.
Math Teachers, High School	4.0	F.T.E.
Math Teachers, Middle School	2.0	F.T.E.
Opportunity Teacher	2.0	F.T.E.
P.E. Teachers, High School	2.0	F.T.E.
P.E. Teacher, Middle School	1.0	F.T.E.

Science Teachers, Middle School	4.0	F.T.E.
Social Science Teachers, High School	6.0	F.T.E.
Social Science Teachers, Middle School	4.0	F.T.E.
Total	141.0	F.T.E.

- B. That due to the reduction or elimination of particular kinds of services, the corresponding number of certificated employees of the district shall be terminated pursuant to Education Code section 44955.
- C. That the reduction of certificated staff be achieved by the termination of regular employees and not by terminating temporary and substitute employees.
- D. That “competency” as described in Education Code section 44955(b) for the purposes of bumping shall necessarily include: (1) possession of a valid credential in the relevant subject matter area; (2) academic training as evidenced by “highly qualified” status under the No Child Left Behind Act; (3) an appropriate EL authorization (to the extent required by the position); and (4) one year of full-time experience in the relevant subject matter area.
- E. That, as between certificated employees with the same seniority date, the order of termination shall be determined solely by board-adopted criteria.
- F. That the District Superintendent or designee is directed to initiate layoff procedures and give appropriate notice pursuant to Education Code sections 44955 and 44949.

PASSED AND ADOPTED at the regular meeting of the Board of Education held on February 18, 2010.

AYES: _____
 NOES: _____
 ABSENT: _____
 ABSTENTIONS: _____

 Mel Albiso, President
 Board of Education

I, James A. Downs, Superintendent of Colton Joint Unified School District of San Bernardino County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the District’s Board of Education at a duly scheduled meeting thereof.

February 18, 2010

 James A. Downs
 Superintendent

BOARD AGENDA

**REGULAR MEETING
February 18, 2010**

ACTION ITEM

TO: Board of Education

PRESENTED BY: Jerry Almendarez, Assistant Superintendent, Human Resources Division

SUBJECT: Adoption of Resolution 10-03 to Adopt Criteria for Resolving Ties in Seniority Related to Certificated Layoffs

GOAL: Personnel Development

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: Pursuant to Education Code section 44955, the board shall determine the order of layoff of certificated employees having the same seniority date on the basis of criteria related to the needs of the district and its students.

BUDGET IMPLICATIONS: None

RECOMMENDATION: That the Board adopt Resolution 10-03 to Adopt Criteria for Resolving Ties in Seniority Related to Certificated Layoffs, as presented, and pursuant to Education Code section 44955.

ACTION: On motion of Board Member _____ and _____, the Board approved the above recommendation as presented.

**BEFORE THE GOVERNING BOARD OF THE
COLTON JOINT UNIFIED SCHOOL DISTRICT
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA**

RESOLUTION NO. 10-03

**RESOLUTION TO ADOPT CRITERIA FOR RESOLVING
TIES IN SENIORITY RELATED TO CERTIFICATED LAYOFFS**

WHEREAS, Education Code section 44955, subsection (b), related to certificated layoffs, provides in relevant part, “[a]s between employees who first rendered paid service to the district on the same date, the governing board shall determine the order of termination solely on the basis of need of the district and the students thereof;”

NOW, THEREFORE, BE IT RESOLVED that based upon the needs of the District and the students thereof, in the event of a certificated layoff the following criteria shall be applied in order based on information on file as of February 11th, one step at a time until the tie is broken, to resolve ties in seniority between certificated employees:

1. Highly Qualified Status under NCLB in area of assignment.
2. Possession of an authorization to teach English Language Learners in order of priority:
 - a. Bilingual Cross Cultural Language and Academic Development (BCLAD) (not including emergency or waiver BCLAD authorization)
 - b. Cross Cultural Language and Academic Development (CLAD) Certificate, SB 2042, AB 1059, Language Development Specialist Certificate, other equivalent authorizations (not including emergency authorization)
 - c. Supplementary Authorization in English as a Second Language, SB 1969, or SB 395 Certificate of Completion of Staff Development
3. Credential status in area of assignment, in order of priority:
 - a. Clear, Life, Standard Secondary, etc.
 - b. Preliminary
 - c. Internship
 - d. Provisional Internship Permit, Short Term Staffing Permit, other
4. Possession of a Clear or Preliminary Single Subject credential in the following areas, in order of priority:
 - a. Special Education
 - b. Math
 - c. Science
 - d. English
5. Possession of a subject matter authorization to teach in the following areas, in order of priority:
 - a. Math
 - b. Science
 - c. English
6. Total number of Clear or Preliminary credentials in different subject areas.
7. Total number of supplementary authorizations in different subject areas.

**BEFORE THE GOVERNING BOARD OF THE
COLTON JOINT UNIFIED SCHOOL DISTRICT
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA**

8. Possession of a master's degree, earliest date prevails.
9. Total number of post-secondary credits on file with the district by February 11th.
10. If ties cannot be broken by using the above criteria, then order of seniority shall be determined by a random drawing of lots among employees in the individual tie.

PASSED AND ADOPTED at the regular meeting of the Board of Education held on February 18, 2010.

AYES: _____
NOES: _____
ABSENT: _____
ABSTENTIONS: _____

Mel Albiso, President
Board of Education

I, James A. Downs, Superintendent of Colton Joint Unified School District of San Bernardino County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the District's Board of Education at a duly scheduled meeting thereof.

Date: February 18, 2010

James A. Downs
Superintendent

BOARD AGENDA

REGULAR MEETING
February 18, 2010

ACTION ITEM

TO: Board of Education

PRESENTED BY: Jerry Almendarez, Assistant Superintendent, Human Resources

SUBJECT: Adopt Resolution 10-08 to Eliminate and Reduce the Work Year for Classified Management Positions

GOAL: Human Resources Development

BACKGROUND: Due to a lack of work and/or lack of funds it is necessary to eliminate and/or reduce classified management positions.

Pursuant to Education Code 45308 and 45298, the attached resolution states the elimination and reduction of classified positions to be effective July 1, 2010. The reduction of services will affect approximately 51 employees.

BUDGET IMPLICATIONS: Decrease in general fund expenditures of \$170,276

RECOMMENDATION: That the Board adopt Resolution 10-08 to eliminate and reduce the work year for classified management positions.

ACTION: On motion of Board Member _____ and _____, the Board approved the above recommendation as presented.

**BEFORE THE GOVERNING BOARD OF THE
COLTON JOINT UNIFIED SCHOOL DISTRICT
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA**

RESOLUTION 10-08

**RESOLUTION TO ELIMINATE AND REDUCE THE
WORK YEAR FOR CLASSIFIED MANAGEMENT POSITIONS**

BE IT RESOLVED that the Governing Board of Education of the Colton Joint Unified School District hereby determines that the following classified management position be eliminated due to lack of work and/or lack of funds:

Eliminate 1 Security Manager Position

BE IT RESOLVED that the Governing Board of Education of the Colton Joint Unified School District hereby determines that the following classified management, supervisory and confidential positions be reduced due to lack of work and/or lack of funds:

Reduce 1 Administrative Assistant I-Confidential from 244 days to 242 days
Reduce 4 Administrative Assistant II from 244 days to 242 days
Reduce 1 Assistant Supt., Business, from 220 days to 218 days
Reduce 1 Bus Operations Supervisor from 244 days to 242 days
Reduce 2 Certificated Personnel Specialists from 244 days to 242 days
Reduce 1 Child Development Supervisor from 194 days to 192 days
Reduce 1 Child Development Manager from 244 days to 242 days
Reduce 1 Classified Personnel Specialist from 244 days to 242 days
Reduce 1 Communications Manager from 244 days to 242 days
Reduce 1 Director, Facilities from 244 days to 242 days
Reduce 1 Director, Fiscal Services and Risk Management from 244 days to 242 days
Reduce 1 Enrollment Center Specialist from 244 days to 242 days
Reduce 1 Executive Administrative Asst to Superintendent from 244 days to 242 days
Reduce 1 Executive Secretary to Superintendent and Board from 244 days to 242 days
Reduce 2 Facilities Project Managers from 244 days to 242 days
Reduce 1 Fiscal Services Manager from 244 days to 242 days
Reduce 1 Graphics Supervisor from 244 days to 242 days
Reduce 1 Information Technology Manager from 244 days to 242 days
Reduce 5 Maintenance Supervisors from 244 days to 242 days
Reduce 1 Maintenance and Operations Manager from 244 days to 242 days
Reduce 1 Maintenance Assistant Manager from 244 days to 242 days
Reduce 1 Nutrition Services Supervisor I from 244 days to 242 days
Reduce 1 Nutrition Services Supervisor II from 244 days to 242 days
Reduce 1 Nutrition Services Manager from 244 days to 242 days
Reduce 1 Operations Assistant Manager from 244 days to 242 days
Reduce 2 Personnel Assistants from 244 days to 242 days
Reduce 4 Personnel Technicians from 244 days to 242 days
Reduce 2 Plant Supervisor I from 244 days to 242 days
Reduce 2 Plant Supervisor II from 244 days to 242 days
Reduce 1 PPS Office Supervisor from 244 days to 242 days

- Reduce 1 Purchasing and Warehouse Manager from 244 days to 242 days
- Reduce 1 Security Manager from 244 days to 242 days
- Reduce 1 Substitute Desk Technician from 244 days to 242 days
- Reduce 1 Transportation Manager from 244 days to 242 days
- Reduce 1 Vehicle Maintenance Supervisor from 244 days to 242 days

BE IT RESOLVED by the Governing Board as follows:

1. That due to a lack of work and/or lack of funds, the number of classified employees and the amount of services rendered shall be reduced by layoff as specified above, pursuant to Education Code section 45308.
2. That the superintendent or designee is directed to give notice of layoff to the affected classified employees pursuant to the requirements of the law.
3. That said layoff shall become effective July 1, 2010.
4. That employees laid off pursuant to this resolution shall be eligible for reemployment pursuant to Education Code section 45298.

PASSED AND ADOPTED at the regular meeting of the Board of Education held on February 18, 2010.

AYES: _____

NOES: _____

ABSENT: _____

ABSTENTIONS: _____

Mel Albiso, President
Board of Education

I, James A. Downs, Superintendent of Colton Joint Unified School District of San Bernardino County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the District's Board of Education at a duly scheduled meeting thereof.

February 18, 2010

James A. Downs
Superintendent

BOARD AGENDA

**REGULAR MEETING
February 18, 2010**

ACTION ITEM

TO: **Board of Education**

PRESENTED BY: Jaime R. Ayala, Assistant Superintendent, Business Services Division

SUBJECT: **Approval of Purchase Orders**

GOAL: **Student Performance / Personnel Development**

STRATEGIC PLAN: Strategy #1 – Communication

RECOMMENDATION: That the Board approve Purchase Orders in excess of \$10,000 for a total of \$50,033.95 as listed.

ACTION: On motion of Board Member _____ and _____, the Board approved purchase orders as recommended.

Attachment to Board Agenda

<u>P.O.</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>RESOURCE CODE*</u>	<u>AMOUNT</u>
012837	Link Line Communications	Tech Equip./Staff Development	4045	\$17,922.00
012945	Lightspeed Technologies Inc.	New Equip./Birney	3010	\$14,827.35
012965	Standards Plus	Inst. Matls./Birney	7091	\$17,284.60
TOTAL				\$50,033.95

***LEGEND**

0000	Revenue Limit/Unrestricted	3315	Sp Ed-Idea Presch Entl Non Ris
0001	Child Dev. Facilities	3319	ARRA Idea Pt B, Sec619 Preschl
0100	Microsoft Voucher Prg-Schools	3320	Sp Ed-Idea Presch Loc Entl Ris
0105	Microsoft Voucher Prg-Other	3322	ARRA Idea Pt B, Early Intervnt
0356	RS7156 IMFRP	3324	ARRA Idea Pt B, Sec611 Preschl
0110	E-Rate Technology Program	3340	Sp Ed-Idea Inservice Training
0115	Best Practices Cohort	3345	Sp Ed-Idea Presch Staff Devel
0305	RS6405 Schl Safety & Violence Prv	3550	Voc. Prgs - Voc & Appl Secndry & Ad
0325	RS7325 Stff Dev:Admin Training	3710	NCLB: title IV, Pt A Drug Free
0330	RS2430 Community Day Schl	4035	NCLB: Title II Part A
0340	RS7140 GATE	4036	NCLB Title II, Part A Prin Trn
0350	RS6350 CRY-ROP	4045	NCLB: Title II Part D
0355	RS7055 CASHEE Intensive Inst.	4203	NCLB: Title III LEP Stdnt Prg.
0356	RS7156 IMFRP	5035	CD -Blk Grnt-25% Qlity/Discrtn
0360	RS6760 Arts & Music BG	5080	CD-Dep Care-Pub Law-Chld Care
0367	RS6267 NB Certification	5095	CD Infant/Tddler Capacity Bldg
0370	RS7294 Stff Dev: Mth 7 Read SB472	5210	Head Start
0371	RS7271 PAR	5310	Child Nutrition-School Program
0380	RS7080 7-12 Counselors	5315	Child Nutrition: ARRA Equip
0385	RS6285 CBET	5630	NCLB: Title X Mck-Vnto Homeless
0390	RS7390 AB825 Pupl Rentention BG	5640	Medi-Cal Billing Option
0391	RS6091 CAL-SAFE Supp Svs	5850	Smaller Learning Community
0392	RS6092 CAL-SAFE Child Care	6010	After Schl Ed & Safety (Ases)
0393	RS7393 AB825 Staff Dev BG	6055	Child Care & Dev- State Preschool
0394	RS7394 AB825 Targeted Inst. Imp	6060	Child Care and Dev.-Alt Pymnt Prg.
0395	RS7395 AB825 Schl & Lib Imp BG	6130	Child Care Center-Based Resrve
0396	RS7396 Schl Site Disc Blk Grnt	6275	Teacher Recruitment & Retention
0750	Mandated Costs Incentive	6286	English Lang. Learner Train
0790	Donations, Misc.	6300	Lottery: Instructional Matl
1100	State Lottery Revenue	6360	ROP/C-Handicapped Pupils
1300	Class Size Reduction K-3	6405	School Violence - School Safety
3010	NCLB: Title 1, Pt A Grnt Low Inc.	6500	Special Ed.
3011	NCLB: ARRA Title I, Pt A Basic	6520	Sp Ed-Project Workability
3025	NCLB: Title 1, Pt D SBPRT2 N&D	6530	Sp Ed-Low Incidence
3185	NCLB: Title 1, Pt A, PI Corr Actn	6535	Sp Ed Personnel Development
3200	St Fi St Fiscal StabilZtn Fund (ARRA)	6660	CIG/TBCO PDTS SRTX Fnd-Entl Gr
3310	Sp Ed-Idea Bas Grnt Entl	7010	Agricultural Vocational Ed
3311	Sp Ed-Idea B, Sec611, Prvt Schls	7090	Economic Impact Aid- SCE
3313	ARRA Idea Pt B, Sec611 Local	7091	Economic Impact Aid-LEP
3314	ARRA Idea Pt B,Sec611 Prvt Sch	7230	Transport.- Home to School
7240	Transportation Spec. Ed.	9005	Medi-Cal Admin. Activities (MAA)
7400	QEIA-Quality Educ. Invstmnt Act	9010	Other Local
8150	RMA-Ongoing Major Maint.	9015	APIP (Advncd Plcmt Incentv Prg)

BOARD AGENDA

**REGULAR MEETING
February 18, 2010**

ACTION ITEM

TO: **Board of Education**

PRESENTED BY: Jaime R. Ayala, Assistant Superintendent, Business Services Division

SUBJECT: **Approval of Disbursements**

GOAL: Budget Planning

STRATEGIC PLAN: Strategy #1 – Communication Strategy #4 – Facilities
Strategy #2 – Curriculum Strategy #5 – College Career
Strategy #3 – Decision Making Strategy #6 – Character

RECOMMENDATION: That the Board approve disbursements paid as listed, from Batch #1050 through Batch #1125 for the sum of **\$2,249,145.68**

The Board of Trustees payment report is available at the Board of Education meeting for review.

ACTION: On motion of Board Member _____ and _____ the Board approved the disbursements as listed.

BOARD AGENDA

**REGULAR MEETING
February 18, 2010**

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Award of Bid #09-01 to Dave Bang Associates, Inc, for Playground Equipment and DSA Shade Shelters
- GOAL:** Facilities/Budget Planning
- STRATEGIC PLAN:** Strategy #1 – Communication
Strategy #4 – Facilities
- BACKGROUND:** Bids for playground equipment and DSA shade shelters were opened on November 17, 2009. The bid was conducted in accordance with Public Contract Code 20111 and advertised in accordance with Public Contract Code 20112. One vendor submitted a bid.
- This bid was conducted to meet the needs of the District on an as needed basis. The District currently has fifty-nine separate play equipment areas on our campuses. The main use of this bid will be to maintain the safety of our playground’s fall surface material. Properly maintained engineered wood fiber has the highest impact attenuation rating out of the fall surfaces available. Impact attenuation is the ability of a fall surface material to absorb and dissipate the impact of a child’s fall from play equipment to the safety surface below. Fall surface materials are rated by the Consumer Products Safety Commission (CPSC).
- The District will replenish engineered wood fiber fall surface material in the play equipment areas at Birney, Cooley Ranch, Grand Terrace, Grant, Lewis, Rogers, Sycamore Hills, Terrace View and Zimmerman Elementary Schools. Cost per site varies due to the varying sizes of play areas at each site. Based on the bid pricing obtain from this bid, the approximate cost to replenish engineered wood fiber fall material at each site mentioned will be approximately \$65,000.
- BUDGET IMPLICATIONS:** \$65,000 from the General Fund or Fund 67-Self Insurance Fund as appropriate.
- RECOMMENDATION:** That the Board award Bid #09-01 to the lowest responsible bidder, Dave Bang Associates, Inc., for playground equipment and DSA shade shelters, as presented.
- ACTION:** On motion of Board Member _____ and _____, the Board awarded Bid #09-01, to the lowest responsible bidder, Dave Bang Associates, Inc., for playground equipment and DSA shade shelters (2009-10), as presented.

BOARD AGENDA

**REGULAR MEETING
February 18, 2010**

ACTION ITEM

TO: Board of Education

PRESENTED BY: Jaime R. Ayala, Assistant Superintendent, Business Services Division

SUBJECT: **Approval of Contract Amendment with Joe Henderson for DSA Inspection Services for Bloomington High School New Math and Science Building and Interim Housing Project**

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: State law requires that an inspector certified by the Division of the State Architect be assigned to perform inspection services during construction.

The original contract for modernization and new construction projects at Bloomington High School was approved by the Board on October 7, 2004 in the amount of \$467,100. Due to the delay in starting the new construction project, approval is necessary to amend the duration of the contract to reflect the current schedule.

The new math and science project will begin April 1, 2010 and end December 31, 2011.

This inspector provided services for the modernization of Bloomington High School through completion in June 2007.

BUDGET

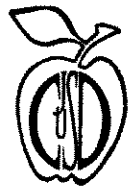
IMPLICATIONS: \$262,190 – Bond Fund 21 Measure G

RECOMMENDATION: That the Board approve a contract amendment with Joe Henderson for DSA inspection services for Bloomington High School new math and science building and interim housing project.

ACTION: On motion of Board Member _____ and _____, the Board approved the contract amendment, as presented.

Colton Joint Unified School District

1212 Valencia Drive * Colton, CA 92324-1798 * (909) 580-5000
Business Office



Certification of Minutes

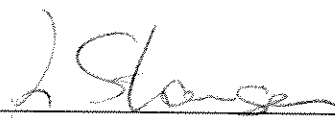
The Governing Board of the **Colton Joint Unified School District**, San Bernardino County, met in **Regular Session** on the **7th day of October 2004** at 5:30 p.m.

Members Present: 6

Members Absent: 1

On a motion by Mr. Taylor, seconded by Mr. Zamora and carried on a 6-0 vote, (Mendoza-Ware absent), the Board approved the agreement with Joe Henderson for *Division of the State Architects (D.S.A.) inspection services for the Bloomington High School modernization and new construction projects as presented, for an estimated cost of \$467,100, to be paid from Bond funds. [The fee is \$75 per hour as needed; based on a maximum estimate of a 36-month construction duration and 173 hours per month.]

I, Robert Stranger, Ph.D., Assistant Superintendent, COLTON JOINT UNIFIED SCHOOL DISTRICT, do hereby certify that the above is a true and correct copy of the motion duly made, adopted, and entered on the minutes of the Governing Board of said District.

By: 

Title: Assistant Superintendent

October 14, 2004

Joe Henderson Inspection
42850 Mayberry St.
Hemet CA 82544
951 906-4878
DSA Inspector Class 1 Cert #1622

Current Rate Sheet

2/4/2010

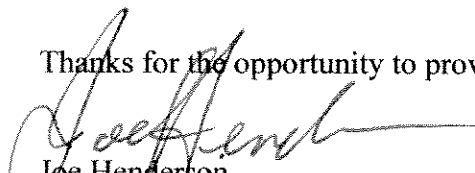
Colton Joint Unified School District
1212 Valencia Dr
Colton CA 92324

Number and Class of Inspectors will be per DSA requirements.

DSA Class Inspector	Rate for duration of project
Class 1 per hour	\$75.00
Class 2 per hour	\$70.00
Class 3 per hour	\$65.00
CWI Welding Inspector	\$72.50
Ground Rod Testing per rod	\$70.00

A monthly invoice along with time sheets for each inspector will be sent to district once a month for the previous month.

Thanks for the opportunity to provide these services


Joe Henderson
DSA Inspections

COLTON JOINT UNIFIED SCHOOL DISTRICT

AMENDMENT OF AGREEMENT FOR D.S.A. INSPECTION SERVICES WITH JOE HENDERSON FOR BLOOMINGTON HIGH SCHOOL NEW MATH AND SCIENCE BUILDING AND INTERIM HOUSING PROJECT

This Agreement for school construction inspection services is made by and between the Colton Joint Unified School District (“District”) and Joe Henderson (“Inspector”), (collectively, the “Parties”), with respect to the following:

WHEREAS, the District is a public school district organized under the laws of the State of California and is engaged in school construction projects which require inspections; and

WHEREAS, Joe Henderson is a duly licensed and certified school construction inspection service, and

WHEREAS, the District desires to contract with Joe Henderson the firm desires to provide school construction inspection services to the District.

NOW, THEREFORE, the District and Joe Henderson for consideration set forth herein, agree as follows:

1. Qualifications. The Inspector shall at all times maintain proper qualifications to perform the duties as an Inspector of Record (I.O.R.) of public school construction projects. The Inspector shall meet the specific requirements and agree to discharge the duties of an inspector as specified in Education Code Sections 39151 and 39153, Health and Safety Code Sections 18949.28 and 18949.29, and Division 1, Charter 1, Article 6 of Title 21 of the California Code of Regulations.
2. Duties. The Inspector’s duties shall include, but not be limited to:
 - a. The Inspector must provide continuous, on-site inspection and must have actual personal knowledge that the requirements of the approved plans and specifications are being completely executed. Continuous inspection means complete inspection of every part of the work, but does not mean the Inspector must remain on site when the work being performed does not require inspection.
 - b. The Inspector shall work under the general direction of the Architect or Engineer (“Architect”) and the District. All inconsistencies or seeming errors in the plans and specifications shall be reported promptly to the Architect and District for interpretation and instructions. In no case, however, shall the instruction of Architect or District be construed to

cause work to be done, which is not in conformity with the approved plans, specifications and change orders.

- c. The Inspector shall maintain a file of approved plans and specifications, including all approved addenda or change orders, on the job at all times ("Job File"). The Inspector must immediately return any unapproved documents to the Architect for proper action. As a condition of employment, the Inspector shall have, and maintain on the job at all times all codes and documents referred to in the plans and specifications.
- d. The Inspector shall keep the Architect, District, and the Division of the State Architect ("D.S.A.") informed as to the progress of the work by providing them with semi-monthly reports ("Semi-monthly Reports") in writing. Semi-monthly Reports shall state the name of the building, the school, the school district, the file and application number, a list of official visitors to the project and whom they represent, a brief statement of the work done, instructions received from the Architect, and pertinent information regarding any unusual conditions for questions that may have arisen on the job. Failure to comply with this requirement will be cause for withdrawal of the approval of Inspector.
- e. The Inspector shall notify the Architect, District and D.S.A. when work is started on the project, at least 48 hours in advance of the time foundation trenches are ready for footing forms and the first pour of concrete, and when work is suspended for a period of more than two weeks.
- f. The Inspector shall keep records of all phases of construction procedure ("Construction Procedure Records") on the job until completion of the work, at which time the Construction Procedure Records will become a permanent school record.
- g. The Inspector shall notify the Contractor, in writing, with copies to the Architect, District and D.S.A., of any deviations from the approved plans and specifications, which are not immediately corrected by the Contractor when brought to his or her attention.
- h. The Inspector shall make and submit to the Architect, District, and D.S.A., verified progress reports ("Verified Progress Reports") on Form SSS-6 (see appendix of Title 21) on the first day of February, May, August and November for every school building upon which any work of construction, reconstruction, alteration or addition has been prosecuted during the preceding quarter. The Verified Progress Report must show that to the Inspector's best personal knowledge, the work during the period covered by the report has been performed and materials have been used and installed, in every material respect, in compliance with duly approved plans and specifications.

- i. The Inspector shall keep a daily log ("Daily Log") in which he shall record such things as weather, number of workers of each trade, visitors, work performed, and problems or questions which may have arisen.
 - j. Failure, refusal or neglect on the part of the Inspector to notify the Contractor of any work which does not comply with the requirements of the approved plans and specifications, or failure, refusal or neglect to report immediately, in writing, any such violation to the Architect, District and D.S.A. shall constitute a violation of the Field Act and shall be cause for D.S.A. to take action, in addition to, any rights or remedies of the District.
3. Term. The term of this Agreement shall commence on April 1, 2010, and shall continue until the project is satisfactorily completed, estimated to be December 31, 2011.
4. Compensation. The District shall pay the Inspector for services performed under this Agreement the sum of \$75.00 per hour for a Class I Inspector, \$70.00 per hour for a Class 2 Inspector, \$65.00 per hour for a Class 3 Inspector, \$72.50 per hour for a CWI Welding Inspector, and \$70.00 per hour for Ground Rod test per Rod. This amount includes mileage, equipment necessary for completion of services and all other expenses related thereto. The Daily Log referred to in paragraph 2 above shall include a log of time spent by Inspector in the performance of his duties under the Agreement. Submittal of invoices by the Inspector to the District shall include the cumulative Daily Logs itemizing the time for which the District is being billed.
5. Independent Contractor. The Inspector shall perform the services required pursuant to the Agreement as an Independent Contractor, and not as an employee of the District. Nothing in the Agreement shall be construed to mean that the District retains any control over the manner and means by which the Inspector performs his services, but only as to the results of his work.
6. Termination of Agreement. This Agreement is terminable by either Party upon five (5) days written notice to the other Party.
7. Non-Assignment. The Inspector may not assign, delegate, or in any way transfer any rights or obligations arising out of the Agreement without the prior written consent of the District.
8. Entire Agreement. This Agreement shall constitute the entire agreement between the Parties and may only be amended by the mutual written consent of the Parties hereto.

9. Governing Effect. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10. Notices. All payments and any notices or communications under this Agreement shall be in writing and shall be deemed to be duly given if served forty-eight (48) hours after same has been deposited in the United States mail and addressed to:

Inspector: Joe Henderson
42850 Mayberry Street
Hemet, CA 92544
(951) 906-4878

District: Colton Joint Unified School District
1212 Valencia Drive
Colton, CA 92324

IN WITNESS WHEREOF, this Agreement has been executed on the date and year set forth below.

COLTON JOINT UNIFIED SCHOOL DISTRICT

By: _____
JAIME R. AYALA
ASSISTANT SUPERINTENDENT
BUSINESS SERVICES DIVISION

Date: _____

By: _____
JOE HENDERSON
DSA INSPECTOR

Date: _____

BOARD AGENDA

**REGULAR MEETING
February 18, 2010**

ACTION ITEM

TO: Board of Education

PRESENTED BY: Jaime R. Ayala, Assistant Superintendent, Business Services Division

SUBJECT: **Approval of Contract with Superior Construction Services, Inc. for DSA Inspection Services for Fire Alarm and Low Voltage Upgrades at Jurupa Vista, Reche Canyon, Wilson Elementary Schools, and Bloomington Middle School, Bid #09-04**

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: State law requires that an inspector certified by the Division of the State Architect be assigned to perform inspection services during construction.

Proposals were solicited and staff recommends Superior Construction Services, Inc. to provide DSA inspections for the upgrades of fire alarm and low voltage systems. A Class 3 is required for this project.

The District estimates the project will begin in March and end in August 2010.

Proposals received:

<u>Name of Company</u>	<u>Daytime</u>	<u>Evening</u>	<u>Weekend</u>
Superior Construction Services, Inc.	\$65	\$65	\$65
ARCO Inspection Services	\$65	\$75	\$75
A & E Inspection Services	\$65	\$97.50	\$130

BUDGET

IMPLICATIONS: Not to exceed \$65,000 – Bond Fund 21 Measure G

RECOMMENDATION: That the Board approve a contract with Superior Construction Services, Inc. for DSA inspection services for fire alarm and low voltage upgrades at Jurupa Vista, Reche Canyon, Wilson Elementary Schools, and Bloomington Middle School, Bid #09-04.

ACTION: On motion of Board Member _____ and _____, the Board approved the contract, as presented.

COLTON JOINT UNIFIED SCHOOL DISTRICT

AGREEMENT FOR D.S.A. INSPECTION SERVICES WITH SUPERIOR CONSTRUCTION SERVICES, INC. FOR FIRE ALARM AND LOW VOLTAGE UPGRADES AT JURUPA VISTA, RECHE CANYON, WILSON ELEMENTARY SCHOOLS, AND BLOOMINGTON MIDDLE SCHOOL

This Agreement for school construction inspection services is made by and between the Colton Joint Unified School District (“District”) and Superior Construction Services, Inc. (“Inspector”), (collectively, the “Parties”), with respect to the following:

WHEREAS, the District is a public school district organized under the laws of the State of California and is engaged in school construction projects which require inspections; and

WHEREAS, Superior Construction Services, Inc. is a duly licensed and certified school construction inspection service, and

WHEREAS, the District desires to contract with Superior Construction Services, Inc. the firm desires to provide school construction inspection services to the District.

NOW, THEREFORE, the District and Superior Construction Services, Inc., for consideration set forth herein, agree as follows:

1. Qualifications. The Inspector shall at all times maintain proper qualifications to perform the duties as an Inspector of Record (I.O.R.) of public school construction projects. The Inspector shall meet the specific requirements and agree to discharge the duties of an inspector as specified in Education Code Sections 39151 and 39153, Health and Safety Code Sections 18949.28 and 18949.29, and Division 1, Charter 1, Article 6 of Title 21 of the California Code of Regulations.
2. Duties. The Inspector’s duties shall include, but not be limited to:
 - a. The Inspector must provide continuous, on-site inspection and must have actual personal knowledge that the requirements of the approved plans and specifications are being completely executed. Continuous inspection means complete inspection of every part of the work, but does not mean the Inspector must remain on site when the work being performed does not require inspection.
 - b. The Inspector shall work under the general direction of the Architect or Engineer (“Architect”) and the District. All inconsistencies or seeming errors in the plans and specifications shall be reported promptly to the Architect and District for interpretation and instructions. In no case, however, shall the instruction of Architect or District be construed to

cause work to be done, which is not in conformity with the approved plans, specifications and change orders.

- c. The Inspector shall maintain a file of approved plans and specifications, including all approved addenda or change orders, on the job at all times ("Job File"). The Inspector must immediately return any unapproved documents to the Architect for proper action. As a condition of employment, the Inspector shall have, and maintain on the job at all times all codes and documents referred to in the plans and specifications.
- d. The Inspector shall keep the Architect, District, and the Division of the State Architect ("D.S.A.") informed as to the progress of the work by providing them with semi-monthly reports ("Semi-monthly Reports") in writing. Semi-monthly Reports shall state the name of the building, the school, the school district, the file and application number, a list of official visitors to the project and whom they represent, a brief statement of the work done, instructions received from the Architect, and pertinent information regarding any unusual conditions for questions that may have arisen on the job. Failure to comply with this requirement will be cause for withdrawal of the approval of Inspector.
- e. The Inspector shall notify the Architect, District and D.S.A. when work is started on the project, at least 48 hours in advance of the time foundation trenches are ready for footing forms and the first pour of concrete, and when work is suspended for a period of more than two weeks.
- f. The Inspector shall keep records of all phases of construction procedure ("Construction Procedure Records") on the job until completion of the work, at which time the Construction Procedure Records will become a permanent school record.
- g. The Inspector shall notify the Contractor, in writing, with copies to the Architect, District and D.S.A., of any deviations from the approved plans and specifications, which are not immediately corrected by the Contractor when brought to his or her attention.
- h. The Inspector shall make and submit to the Architect, District, and D.S.A., verified progress reports ("Verified Progress Reports") on Form SSS-6 (see appendix of Title 21) on the first day of February, May, August and November for every school building upon which any work of construction, reconstruction, alteration or addition has been prosecuted during the preceding quarter. The Verified Progress Report must show that to the Inspector's best personal knowledge, the work during the period covered by the report has been performed and materials have been used and installed, in every material respect, in compliance with duly approved plans and specifications.

- i. The Inspector shall keep a daily log ("Daily Log") in which he shall record such things as weather, number of workers of each trade, visitors, work performed, and problems or questions which may have arisen.
 - j. Failure, refusal or neglect on the part of the Inspector to notify the Contractor of any work which does not comply with the requirements of the approved plans and specifications, or failure, refusal or neglect to report immediately, in writing, any such violation to the Architect, District and D.S.A. shall constitute a violation of the Field Act and shall be cause for D.S.A. to take action, in addition to, any rights or remedies of the District.
3. Term. The term of this Agreement shall commence on March 15, 2010, and shall continue until the project is satisfactorily completed, estimated to be August 30, 2010.
4. Compensation. The District shall pay the Inspector for services performed under this Agreement the sum of \$65.00 per hour for inspection services. This amount includes mileage, equipment necessary for completion of services and all other expenses related thereto. The Daily Log referred to in paragraph 2 above shall include a log of time spent by Inspector in the performance of his duties under the Agreement. Submittal of invoices by the Inspector to the District shall include the cumulative Daily Logs itemizing the time for which the District is being billed.
5. Independent Contractor. The Inspector shall perform the services required pursuant to the Agreement as an Independent Contractor, and not as an employee of the District. Nothing in the Agreement shall be construed to mean that the District retains any control over the manner and means by which the Inspector performs his services, but only as to the results of his work.
6. Termination of Agreement. This Agreement is terminable by either Party upon five (5) days written notice to the other Party.
7. Non-Assignment. The Inspector may not assign, delegate, or in any way transfer any rights or obligations arising out of the Agreement without the prior written consent of the District.
8. Entire Agreement. This Agreement shall constitute the entire agreement between the Parties and may only be amended by the mutual written consent of the Parties hereto.
9. Governing Effect. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10. Notices. All payments and any notices or communications under this Agreement shall be in writing and shall be deemed to be duly given if served forty-eight (48) hours after same has been deposited in the United States mail and addressed to:

Inspector: Superior Construction Services, Inc.
1042 North Mountain Avenue, Suite 147
Upland, CA 91786
(909) 266-4144

District: Colton Joint Unified School District
1212 Valencia Drive
Colton, CA 92324

IN WITNESS WHEREOF, this Agreement has been executed on the date and year set forth below.

COLTON JOINT UNIFIED SCHOOL DISTRICT

By: _____
JAIME R. AYALA
ASSISTANT SUPERINTENDENT
BUSINESS SERVICES DIVISION

Date: _____

By: _____
SCOTT SADDLEMIRE
SUPERIOR CONSTRUCTION SERVICES, INC.

Date: _____



248 S. Sierra Way, Unit B
San Bernardino CA 92408
909 383-0399

Joe Henderson

909 383-0399

951 906-4878 Cell

909 383-0449 Fax

January 13, 2010

Lee Roohr

Colton Joint Unified School District

909 580-6640

909 554-1882 Fax

**Response to RFP- Fire Alarm
and Intercom Upgrades at Various Sites**



248 S. Sierra Way, Unit B
San Bernardino CA 92408
909 383-0399

Joe Henderson

909 383-0399

951 906-4878 Cell

909 383-0449 Fax

January 13, 2010

Lee Roohr

Colton Joint Unified School District

909 580-6640

909 554-1882 Fax

Thank you for the opportunity to provide a proposal for the DSA Inspection Services for the upcoming Fire Alarm and Intercom Upgrades at three Elementary Schools and one Middle School. We look forward to being able to provide this service to Colton Joint Unified School District.

Superior Construction Services will provide duly certified school construction inspection service; number and Class of Inspectors will be per DSA requirements

Qualifications. The inspectors employed by or contracted with Superior Construction Services shall at all times maintain proper qualifications to perform the duties as an Inspector of Record (I.O.R.) of public school construction projects.

Duties. The Inspector's duties shall include, but not limited to:

- 1) SCS must provide continuous, on-site inspection and must have actual personal knowledge that the requirements of the approved plans and specifications are being completely executed. Continuous inspection means complete inspection every part of the work, but does not mean the Inspector must remain on site when the work being performed does not require inspection.
- 2) SCS shall keep the District Architect, Construction Manager and D.S.A informed to the progress of the work.
- 3) SCS shall notify the Contractor, in writing with copies to the District Architect, Construction Manager and D.S.A., of any deviation from the approved plans and specifications, which are not immediately corrected by the Contractor when brought to his or her attention.

- 4) Daily logs will be kept by the IOR and semi-monthly reports will be provided to the local DSA representative.

Term. The term for this Agreement shall commence on or about March 2010, and shall continue until all projects are satisfactorily completed, estimated to be August, 2010.

Compensation. Compensation will be based on the below schedule for the duration of the project. Monthly invoices will be provided to the district on the first of every month for the prior month.

DSA Class Inspector	
Class 1 per hour	\$75.00
Class 2 per hour	\$70.00
Class 3 per hour	\$65.00
Certified Welding Inspector	\$76.00

We will not charge a premium for nights or weekends. The above rates will apply.

The district estimates the duration of this project to be 170 Calendar days. The amount of time on each site will be dictated by the Field Representative from DSA.

We have extensive knowledge of the Colton Joint School District School sites. The inspector that we use on this project will have extensive Fire Alarm and Electrical experience.

We are looking forward to hearing from you. If you have any questions, please feel free to contact me anytime.

Joe Henderson
DSA Inspector
Cert. #1622

Scott Saddleire
DSA Inspector
Cert # 5214



248 S. Sierra Way, Unit B
San Bernardino CA 92408
909 383-0399

Joe Henderson

909 383-0399

951 906-4878 Cell

909 383-0449 Fax

January 13, 2010

Lee Roohr

Colton Joint Unified School District

909 580-6640

909 554-1882 Fax

References

Rialto School District

Anna Ulibarri

Director of Facilities

(909) 421-7555

San Bernardino County Office of Education

David O. Reck

District Facility Planner

Facilities Planning

Business Services Division

909 433-4743

Colton Joint Unified School District

Alice Grundman

Director of Facilities

909 580-6640

State of California Department of General Services
DIVISION OF THE STATE ARCHITECT

Project Inspector - Class 1

This is to certify that pursuant to the provisions of the
California Code of Regulations, Title 24, Part 1

Joe Henderson

Successfully completed the Class 1 Inspector Examination
Administered under the authority of the Division of the State Architect

Certificate Number: 1622

Effective: September 25, 2007 Expires: September 25, 2011

The Project Inspector and any Assistant Inspectors must be approved by the Division of
the State Architect for each individual project prior to start of construction.

David F. Thorman, AIA
State Architect

State of California Department of General Services
DIVISION OF THE STATE ARCHITECT

Project Inspector - Class 3

This is to certify that pursuant to the provisions of the
California Code of Regulations, Title 24, Part 1

Scott Saddlemire

Successfully completed the Class 3 Inspector Examination
Administered under the authority of the Division of the State Architect

Certificate Number: 5214

Effective: June 11, 2009 Expires: June 11, 2013

The Project Inspector and any Assistant Inspectors must be approved by the Division of
the State Architect for each individual project prior to start of construction.

David F. Thorman, AIA
State Architect

BOARD AGENDA

**REGULAR MEETING
February 18, 2010**

ACTION ITEM

TO: Board of Education

PRESENTED BY: Jaime R. Ayala, Assistant Superintendent, Business Services Division

SUBJECT: Approval of Change Order No. 04-02-03 and 05-02-04 Lee & Stires, Inc. (Category 2 Earthwork) for the Grand Terrace High School Project, Bid #08-14

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND:

Due to unforeseen conditions during mass grading, change order work was necessary. In order to avoid a lengthy bid process and delay the project, staff approved work through the change order process.

Undocumented and undetected trash and debris were encountered and required removal.

These change orders in the amount of \$168,120.73 exceed the 10% allowable pursuant to Public Contract Code 20118.4, therefore, require Board of Education approval.

Staff and legal counsel (Atkinson, Andelson, Loya, Ruud & Romo) have reviewed all supporting documentation and recommend approval of these change orders. The additional costs will be covered by the project budget contingency. Vanir Construction, WLC Architects, and the DSA inspectors have closely monitored the work and additional costs. As of this date, earthwork is approximately 75% complete.

Original Contract Amt.	\$1,043,000.00	Cumulative % to date
Change Order 1	\$ 103,343.14	10%
Change Order 2	\$ 146,649.01	24%
Change Order 3	\$ 82,277.30	32%
Change Order 4	\$ 85,843.43	40%

- None of the following reports identified any of these conditions:
1. Preliminary Environmental Assessment report by Haley & Aldrich, Inc.
 2. Final Geotechnical investigation report by John R. Byerly, Inc.

The table describes the additional costs for removal of the various conditions.

Change Order No. 04-02-03

RFPC No.	Description	Amount
053R1-02-031R1	Provide all labor, materials and equipment required to import soil material due to reduction as it applies to the excavation beyond the contract limits.	\$82,277.30
	Total	\$82,277.30

Change Order No. 05-02-04

RFPC No.	RFPC Description	Amount
027-02-022	Cost to haul off trash and debris and proper disposal.	\$1,625.00
029-02-024	Septic tank removal and disposal northwest of playfields.	\$3,862.87
030-02-025	Haul off and disposal of subsurface debris.	\$812.50
031-02-026	Haul off and proper disposal of oversized material in soil.	\$6,900.00
036-02-028	Provide and install filter fabric between rock and top soil per Caltrans Standard at detention basin.	\$5,263.58
026-02-021	Remove old fill at the playfields to reach acceptable native soil.	\$27,754.88
028-02-023	Septic tank removal and disposal located northwest of playfield.	\$1,274.60
034R1-02-027R1	Remove and dispose of three underground concrete structures.	\$5,365.49
054-02-032	Remove old fill southwest of the varsity baseball field to reach acceptable native soil.	\$1,493.67
052-02-030	Hand picking and removal of oversized material and debris in soil.	\$30,206.49
017-02-013	Provide slurry to abandoned 4' diameter by 24' deep cesspool.	\$1,284.35
	Total	\$85,843.43

BUDGET

IMPLICATIONS:

\$168,120.73 – Bond Fund 21 Measure B

RECOMMENDATION:

That the Board approve Change Order No. 04-02-03 and 05-02-04 Lee & Stires, Inc. (Category 2 Earthwork) for the Grand Terrace High School Project, Bid #08-14.

ACTION:

On motion of Board Member _____ and _____, the Board approved the change orders, as presented.



**Colton Joint Unified School District
Grand Terrace High School**



CHANGE ORDER SUMMARY

CO NO:	<u>04</u> DSA RFPC	<u>02</u> BP	<u>03</u> BP RFPC	DATE:	<u>01//10</u>
TO:	<u>Lee & Stires, Inc.</u>			DSA APP NO:	<u>107480</u>
FROM:	<u>Vanir Construction Management, Inc.</u>			DSA FILE NO:	<u>36-H4</u>
BP NO:	<u>02</u>			PROJECT:	<u>Grand Terrace HS</u>
BP TITLE:	<u>Earthwork</u>			PROJ/BID NO:	<u>08-14</u>

Item	Description	Cost
1	Request for Proposed Change (RFPC) No.: 053R1-02-031R1 Re: Soil Shrinkage at Excavation Beyond Control Limits Request for Information (RFI) No.: 129 Construction Change Directive (CCD) No.: 008-02-008	\$82,277.30
Description	Provide all labor, materials and equipment required to import soil material due to shrinkage as it applies to the excavation beyond the contract limits.	
Justification	During the mass grading operations additional soils import was required to be utilized due to the shrinkage from the excavation of the old fill and saturated soils that were removed throughout the site.	



**Colton Joint Unified School District
Grand Terrace High School**



CHANGE ORDER/JUSTIFICATION RECORD

RFPC NO:	<u>053R1</u> <small>DSA RFPC</small>	<u>02</u> <small>BP</small>	<u>031R1</u> <small>BP RFPC</small>	DATE:	<u>11/30/09</u>
TO:	<u>Lee & Stires, Inc.</u>			DSA APP NO:	<u>107480</u>
FROM:	<u>Vanir Construction Management, Inc.</u>			DSA FILE NO:	<u>36-H4</u>
BP NO:	<u>02</u>			PROJECT:	<u>Grand Terrace HS</u>
BP TITLE:	<u>Earthwork</u>				
SUBJECT:	<u>Cesspool at Building A Pad</u>			PROJ/BID NO:	<u>08-14</u>

The change described in this RFPC is necessary because:

During the mass grading operations additional soils import was required to be utilized due to the shrinkage from the excavation of the old fill and saturated soils that were removed throughout the site.

The change was initiated by:

Owner
 Contractor
 Architect
 CM
 Other: Independent Consultant

The reason for the change is:

Owner Request
 A/E Request
 Contractor/CM Request
 Field Condition
 Value Engineering
 Other: _____

CHANGE ORDER

OWNER
 ARCHITECT
 CONTRACTOR
 DSA FIELD ENGINEER
 IOR
 OTHER
 OTHER

- A. Grundman, Colton Joint Unified School District
- R. Hensley/S. Stearns, WLC Architects, Inc.
- C. Brown, Lee & Stires, Inc.
- J. Cohen, Division of the State Architect
- J. Henderson, Superior Construction Services, Inc.
- N. Piccini, WLC Architects, Inc.
- DSA Coordinator, WLC Architects, Inc.

PROJECT: Grand Terrace High School
 (name, address) 21810 Main Street
 Grand Terrace, CA 92313

PROJECT CHANGE ORDER NUMBER: 4
 CATEGORY CONTRACTOR NUMBER: 2
 CATEGORY CHANGE ORDER NUMBER: 3
 DATE: January 4, 2010
 ARCHITECT'S PROJECT NO: 0119800.54
 CONTRACT DATE: April 23, 2009
 CONTRACT FOR: New High School
 DSA APPLICATION NO.: 04-107480
 DSA FILE NO.: 36-H4

TO CONTRACTOR: Lee & Stires, Inc.
 (name, address) 634 South Palmetto
 P.O. Box 2124
 Montclair, CA 91763

The Contract is changed as follows:

ITEM	DESCRIPTION	ALLOWANCE	CHANGE ORDER
4.1	RFPC 053R1-02-031R1; Provide additional import material required due to shrinkage from excavations beyond contract limits per attached response to RFI 129-02-026. Justification: Existing unforeseen condition.	\$0.00	\$ 82,277.30

Total Cost of This Change Order: Increase **\$ 82,277.30**

Not valid until signed by the Owner, Architect and Contractor.

PROJECT: Grand Terrace High School
(name, address) 21810 Main Street
Grand Terrace, CA 92313

PROJECT CHANGE ORDER NUMBER: 4
CATEGORY CONTRACTOR NUMBER: 2
CATEGORY CHANGE ORDER NUMBER: 3
DATE: January 4, 2010
ARCHITECT'S PROJECT NO: 0119800.54

The Original Contract Sum for Category Contractor \$ 1,043,000.00
Net Change by Previously Authorized Change Orders \$ 249,992.15
The New Contract Sum for Category Contractor (including this change Order) \$ 1,375,269.45

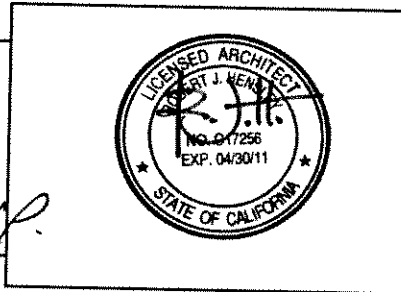
Prorated Contract Amount for this Project \$ 1,043,000.00
Net Change by Previously Authorized Change Orders \$ 249,992.15
The Contract Amount Prior to this Change Order for this Project \$ 1,292,992.15
The Contract Amount for this Project will be Changed by this Change Order in the Amount of \$ 82,277.30
The new Prorated Contract Amount for this Project including this Change Order will be \$ 1,375,269.45

The Contract Time for this Project will be unchanged by (0) days.
The date of Substantial Completion for this Project as of the date of this Change Order therefore is April 29, 2011.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Architect: [Signature]

ROBERT J. HENSLEY
WLC Architects, Inc.
8163 Rochester Avenue, Suite 100
Rancho Cucamonga, CA 91730



Date: 1/4/2009

Contractor: [Signature]

Lee & Stires, Inc.
634 South Palmetto
P.O. Box 2124
Montclair, CA 91763

Date: 1/5/2010

Construction Manager: [Signature]

Vanir Construction Management, Inc.
290 North D Street, Suite 900
San Bernardino, CA 92401

Date: 1/5/2010

Owner: _____

Colton Joint Unified School District
1212 Valencia Drive
Colton, CA 92324

Date: _____

APPROVED
DIVISION OF THE STATE ARCHITECT

ACS _____ FLS _____ SS _____

A # 04 - 107480 DATE _____

December 31, 2009

Ms. Alice H. Grundman
Director of Facilities Planning and Construction
Colton Joint Unified School District
Facilities Planning and Construction Department
851 South Mt. Vernon Avenue
Colton, CA 92324

Re: Change Order 4
Grand Terrace High School
Project 0119800.541

Dear Ms. Grundman:

This is to inform you that regarding Change Order 4 for Lee & Stires Inc., Contractor, there are no structural changes contained in the change order and no fire/life/safety/access issues to the DSA approved drawings and specifications.

Sincerely,



ROBERT J. HENSLEY
Architect, AIA
LEED™ AP
Chairman, Principal

RJH:SS:mc
P50119800x4-ltr



Revised: November 30, 2009

November 25, 2009

Mr. JR Haugen, Project Manager
Lee & Stires, Inc.
634 S. Palmetto Avenue
Ontario, CA 91762

Via E-Mail

Project: Grand Terrace High School
Bid Package # 02 – Earthwork
Bid No. 08-014

Subject: Notice to Proceed
Construction Change Directive (CCD) No. 008-02-008
Request For Proposed Change (RFPC) No. 053R1-02-031R1
Re: Soil Shrinkage at Excavation Beyond Contract Limits

Dear Mr. Haugen,

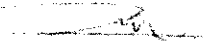
Per the District's approval, the following RFPC's (attached for your reference) will be processed through a formal Change Order:

RFPC No.: 053R1-02-031R1
Date: November 24, 2009
Description: Soil Shrinkage at Excavation Beyond Contract Limits
Agreed Amt: \$ 82,277.30
Time Extension: TBD
References: RFI No. 129-02-026
Jonh R. Byerly's Report Dated 11/02/09

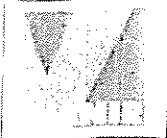
Please sign and return the attached RFPC form at the agreed cost section and return to our office for further processing. A change order will be forthcoming.

If you have any questions, do not hesitate to contact me.

Respectfully,


Jorge Alvarado
Sr. Construction Manager

Cc: Alice Grundman, CJUSD
Steve Stearns, WLC
Joe Henderson, SCS
Melinda Ray, VCM
Files - RFPC No. 053-02-031



Colton Joint Unified School District
Grand Terrace High School



CONSTRUCTION CHANGE DIRECTIVE (CCD)

CCD NO:	<u>008</u> <small>CCD</small>	-	<u>02</u> <small>BP</small>	-	<u>008</u> <small>BP CCD</small>	DATE:	<u>November 25, 2009</u>
TO:	<u>Lee & Stires, Inc.</u>					DSA APP NO:	<u>107480</u>
FROM:	<u>Vanir Construction Management, Inc.</u>					DSA FILE NO:	<u>36-H4</u>
BP NO:	<u>02</u>					PROJECT:	<u>Grand Terrace HS</u>
BP TITLE:	<u>Earthwork</u>					PROJ/BID NO:	<u>08-14</u>
SUBJECT:	<u>Soil Shrinkage at Excavation Beyond Contract Limits</u>						

In accordance with Specification Section 00700, General Conditions, Article 7, Section 7.3 CONSTRUCTION CHANGE DIRECTIVE ("CCD"), Item 7.3.1, DEFINITION:

Incorporate the following work into the Contract Documents. The work shall be performed on a lump sum basis in accordance with Specification Section 00700, General Conditions, Article 7, Section 7.7 COST OF CHANGE ORDERS, Item 7.7.2.3. Upon completion and acceptance of the work, a formal Change Order shall be executed for the appropriate agreed upon amount.

DESCRIPTION OF WORK:

Provide all labor, material and equipment required to import additional soil material due to shrinkage as it applies to the excavation beyond the contract limits.

REFERENCE DOCUMENTS:

RFI No. 129-02-026
Jonh R. Byerly's Report Dated 11/02/09

AUTHORIZATION:

District _____

Date _____

Contractor agrees to furnish all labor and materials and perform all of the above-described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges under this Construction Change Directive is limited to the charges allowed under Article 7 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Construction Change Directive shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the CONTRACTOR arising out of the change in the work covered by this Construction Change Directive unless otherwise provided in this Construction Change Directive.

CHANGE ORDER

OWNER
 ARCHITECT
 CONTRACTOR
 DSA FIELD ENGINEER
 IOR
 OTHER
 OTHER

A. Grundman, Colton Joint Unified School District
 R. Hensley/S. Stearns, WLC Architects, Inc.
 C. Brown, Lee & Stires, Inc.
 J. Cohen, Division of the State Architect
 J. Henderson, Superior Construction Services, Inc.
 N. Piccini, WLC Architects, Inc.
 DSA Coordinator, WLC Architects, Inc.

PROJECT: Grand Terrace High School
 (name, address) 21810 Main Street
 Grand Terrace, CA 92313

PROJECT CHANGE ORDER NUMBER: 5
 CATEGORY CONTRACTOR NUMBER: 2
 CATEGORY CHANGE ORDER NUMBER: 4
 DATE: January 18, 2010
 ARCHITECT'S PROJECT NO: 0119800.54
 CONTRACT DATE: April 23, 2009
 CONTRACT FOR: New High School
 DSA APPLICATION NO.: 04-107480
 DSA FILE NO.: 36-H4

TO CONTRACTOR: Lee & Stires, Inc.
 (name, address) 634 South Palmetto
 P.O. Box 2124
 Montclair, CA 91763

The Contract is changed as follows:

ITEM	DESCRIPTION	ALLOWANCE	CHANGE ORDER
5.1	RFPC 027-02-022; Cost to haul off site and properly dispose of trash and debris from crushing operations. Justification: Existing unforeseen condition.	\$0.00	\$ 1,625.00
5.2	RFPC 029-02-024; Remove and dispose of septic tank located northwest of the playfield, south of Pico Street. Justification: Existing unforeseen condition.	\$0.00	3,862.87
5.3	RFPC 030-02-025; Haul off site and properly dispose of subsurface debris, pipe wood, wire, metal and other miscellaneous material found on the site. Justification: Existing unforeseen condition.	\$0.00	812.50
5.4	RFPC 031-02-026; Oversized material encountered during crushing operations that could not be crushed due to embedded foreign material. This material was hauled off site and properly disposed of. Justification: Existing unforeseen condition.	\$0.00	6,900.00
5.5	RFPC 036-02-028; Provide and install filter fabric between 3/4" rock and topsoil per Caltrans Standard at detention basin. Justification: Existing unforeseen condition.	\$0.00	5,263.58
5.6	RFPC 026-02-021; Remove old fill at the playfields south of Pico Street to reach competent native soil. Remove and dispose. Justification: Existing unforeseen condition.	\$0.00	27,754.88
5.7	RFPC 028-02-023; Remove and legally dispose of off-site an apparent septic tank located northwest of the playfield south of Pico Street. Justification: Existing unforeseen condition.	\$0.00	1,274.60
5.8	RFPC 034R1-02-027R1; Remove and dispose of the three underground concrete structures filled with sand, pea-gravel, south of Pico Street. Justification: Existing unforeseen condition.	\$0.00	5,365.49
5.9	RFPC 054-02-032; Remove old fill southwest of the Varsity Baseball field to reach competent native soil. Justification: Existing unforeseen condition.	\$0.00	1,493.67
5.10	RFPC 052-02-030; Hand picking and removal of oversized material and debris throughout the site during grading operations. Justification: Existing unforeseen condition.	\$0.00	30,206.49

PROJECT: Grand Terrace High School
 (name, address) 21810 Main Street
 Grand Terrace, CA 92313

PROJECT CHANGE ORDER NUMBER: 5
 CATEGORY CONTRACTOR NUMBER: 2
 CATEGORY CHANGE ORDER NUMBER: 4
 DATE: January 18, 2010
 ARCHITECT'S PROJECT NO: 0119800.54

5.11	RFPC 017-02-013; Provide slurry to abandoned 4' diameter by 24' deep cesspool. Justification: Existing unforeseen condition.	\$0.00	1,284.35
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Total Cost of This Change Order:	Increase	\$ 85,843.43
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Not valid until signed by the Owner, Architect and Contractor.

PROJECT: Grand Terrace High School
(name, address) 21810 Main Street
Grand Terrace, CA 92313

PROJECT CHANGE ORDER NUMBER: 5
CATEGORY CONTRACTOR NUMBER: 2
CATEGORY CHANGE ORDER NUMBER: 4
DATE: January 18, 2010
ARCHITECT'S PROJECT NO: 0119800.54

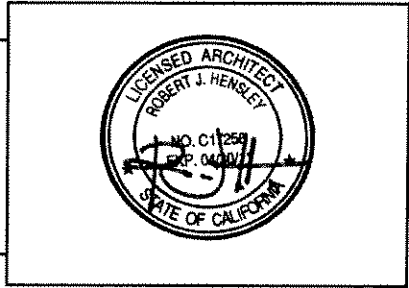
The Original Contract Sum for Category Contractor \$ 1,043,000.00
Net Change by Previously Authorized Change Orders \$ 332,269.45
The New Contract Sum for Category Contractor (including this change Order) \$ 1,461,112.88

Prorated Contract Amount for this Project \$ 1,043,000.00
Net Change by Previously Authorized Change Orders \$ 332,269.45
The Contract Amount Prior to this Change Order for this Project \$ 1,375,269.45
The Contract Amount for this Project will be Changed by this Change Order in the Amount of \$ 85,843.43
The new Prorated Contract Amount for this Project including this Change Order will be \$ 1,461,112.88

The Contract Time for this Project will be unchanged by (0) days.
The date of Substantial Completion for this Project as of the date of this Change Order therefore is April 29, 2011.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Architect: [Signature]
ROBERT J. HENSLEY
WLC Architects, Inc.
8163 Rochester Avenue, Suite 100
Rancho Cucamonga, CA 91730



Date: 1/19/2010

Contractor: [Signature] VP
Lee & Stires, Inc.
634 South Palmetto
P.O. Box 2124
Montclair, CA 91763

Date: 1-19-10

Construction Manager: [Signature]
Vanir Construction Management, Inc.
290 North D Street, Suite 900
San Bernardino, CA 92401

Date: 01.19.10

Owner: _____
Colton Joint Unified School District
1212 Valencia Drive
Colton, CA 92324

Date: _____

APPROVED
DIVISION OF THE STATE ARCHITECT

ACS _____ FLS _____ SS _____

A # 0 4 - 107480 _____ DATE _____



**Colton Joint Unified School District
Grand Terrace High School**



CHANGE ORDER SUMMARY

CO NO:	<u>05</u> DSA RFPC	<u>02</u> BP	<u>04</u> BP RFPC	DATE:	<u>01/14/10</u>
TO:	<u>Lee & Stires, Inc.</u>			DSA APP NO:	<u>107480</u>
FROM:	<u>Vanir Construction Management, Inc.</u>			DSA FILE NO:	<u>36-H4</u>
BP NO:	<u>02</u>			PROJECT:	<u>Grand Terrace HS</u>
BP TITLE:	<u>Earthwork</u>			PROJ/BID NO:	<u>08-14</u>

Item	Description	Cost
1	Request for Proposed Change (RFPC) No.: 017-02-013 Re: Cesspool at Building A Pad Instruction Bulletin (IB) No.: N/A Request for Information (RFI) No.: 97 Construction Change Directive (CCD) No.: N/A	1,284.35
Description	Provide all labor, materials and equipment required to abandon in place a 4' diameter by 24' deep cesspool encountered approximately 10' below grade.	
Justification	During the mass grading operations an undocumented cesspool was encountered and required to be abandoned in place in accordance with John R. Byerly's report dated August 14, 2009.	
2	Request for Proposed Change (RFPC) No.: 026-02-021 Re: Old Fill At Play Fields South of Pico Street Instruction Bulletin (IB) No.: 08 Request for Information (RFI) No.: 150 Construction Change Directive (CCD) No.: 003-02-003	\$27,754.88
Description	Provide all labor, materials and equipment required to remove old fill at the play fields south of Pico Street to reach competent native soil at the spot areas.	
Justification	During the mass grading operations old fill was encountered at the play fields south of Pico Street and was required to be removed and replaced with competent field per John R. Byerly's field inspector recommendation.	

Item	Description	Cost
3	Request for Proposed Change (RFPC) No.: 027-02-022 Re: Handling of Trash Remains After Crushing Operations Instruction Bulletin (IB) No.: 13R1 Request for Information (RFI) No.: 131 Construction Change Directive (CCD) No.: 006-02-006	\$1,625.00
Description	Provide all labor, materials and equipment required to haul off and properly dispose of the trash remains left after crushing operations were completed.	
Justification	After the crushing operations of the cement treated base were completed, trash remains (wood chips, pvc pipes and other miscellaneous materials) accumulated and were required to be haul off and properly disposed off site.	
4	Request for Proposed Change (RFPC) No.: 028-02-023 Re: Septic Tank Northwest of Playfield South of Pico Street Instruction Bulletin (IB) No.: 10 Request for Information (RFI) No.: 158 Construction Change Directive (CCD) No.: 004-02-004	\$1,274.60
Description	Provide all labor, materials and equipment required to remove and legally dispose off-site of an apparent septic tank located northwest of the playfield south of Pico Street.	
Justification	During the mass grading operations an undocumented septic tank was encountered and required to be removed and legally disposed off-site in accordance with John R. Byerly's report dated September 22, 2009.	
5	Request for Proposed Change (RFPC) No.: 029-02-024 Re: Seepage Pits South of Pico Street Instruction Bulletin (IB) No.: 10 Request for Information (RFI) No.: 158 Construction Change Directive (CCD) No.: 005-02-005	\$3,862.87
Description	Provide all labor, materials and equipment required to abandon in place three (3) seepage pits located south of Pico Street.	
Justification	During the mass grading operations three (3) undocumented seepage pits were encountered and required to be abandoned in place in accordance with John R. Byerly's report dated September 22, 2009.	

Item	Description	Cost
6	Request for Proposed Change (RFPC) No.: 030-02-025 Re: Miscellaneous Debris Below Grade Limits Instruction Bulletin (IB) No.: 13R1 Request for Information (RFI) No.: 132 Construction Change Directive (CCD) No.: 006-02-006	\$812.50
Description	Provide all labor, material and equipment required to haul off and properly dispose of miscellaneous debris (pipe, wood, wire, metal, etc.) encountered below grade limits.	
Justification	During the mass grading operations miscellaneous debris were encountered below the grade limits that required to be haul off and properly disposed off site.	
7	Request for Proposed Change (RFPC) No.: 031-02-026 Re: Oversize Material After Crushing Operations Instruction Bulletin (IB) No.: 13R1 Request for Information (RFI) No.: 133 Construction Change Directive (CCD) No.: 006-02-006	\$6,900.00
Description	Provide all labor, material and equipment required to haul off and properly dispose of oversize material accumulated after crushing operations were completed.	
Justification	After the crushing operations of the cement treated base were completed, oversize material accumulated and was required to be haul off and properly disposed off site.	
8	Request for Proposed Change (RFPC) No.: 034R1-02-027R1 Re: Subsurface Structures South of Pico Street Instruction Bulletin (IB) No.: 14 Request for Information (RFI) No.: 188, 203, 205 Construction Change Directive (CCD) No.: 007-02-007	\$5,365.49
Description	Provide all labor, materials and equipment required to remove and dispose of the following subsurface structures south of Pico Street 1) a sand filled 4' diameter concrete structure located south of the planned pitcher's practice areas ton the baseball field; 2) a pea-gravel filled 4' diameter seepage pit located northwest of the baseball field; 3) a concrete and debris filled 7' diameter structure located on the northwest corner of the parking lot east of the north end of the track.	
Justification	During the mass grading operations three (3) undocumented subsurface structures were encountered and required to be removed and dispose off in accordance with John R. Byerly's reports dated October 6, 2009, October 12, 2009 and October 13, 2009.	

Item	Description	Cost
9	Request for Proposed Change (RFPC) No.: 036-02-028 Re: Filter Fabric @ Detention Basin Instruction Bulletin (IB) No.: N/A Request for Information (RFI) No.: 142 Construction Change Directive (CCD) No.: N/A	\$5,263.58
Description	Provide all labor, materials and equipment required to install filter fabric between ¾" rock and topsoil at Detention Basin Area 4 West of softball fields per Caltrans standard Specifications section 88-1.03.	
Justification	Filter fabric was required to be installed at the Detention Basin to filter dirt from contaminating the ¾" rock layer below grade.	
10	Request for Proposed Change (RFPC) No.: 052-02-030 Re: Hand Picking Oversize Material & Debris Instruction Bulletin (IB) No.: N/A Request for Information (RFI) No.: N/A Construction Change Directive (CCD) No.: N/A	\$30,206.49
Description	Provide all labor, materials and equipment required to hand pick and remove oversize material and debris throughout the site during grading operations.	
Justification	During the mass grading operations oversize material and debris were required to be removed and disposed off.	
11	Request for Proposed Change (RFPC) No.: 054-02-032 Re: Old Fill Southwest of Varsity Baseball Field Instruction Bulletin (IB) No.: N/A Request for Information (RFI) No.: 258 Construction Change Directive (CCD) No.: 009-02-009	\$1,493.67
Description	Provide all labor, materials and equipment required to remove old fill southwest of the Varsity Baseball Field to reach competent native soil.	
Justification	During the mass grading operations old fill was encountered and was required to be removed and replaced with competent field per the John R. Byerly's report dated December 3, 2009.	

BOARD AGENDA

**REGULAR MEETING
February 18, 2010**

ACTION ITEM

TO: Board of Education

PRESENTED BY: Jaime R. Ayala, Assistant Superintendent, Business Services Division

SUBJECT: **Approval of Contract Amendment with Advocates for Labor Compliance, LLC for Labor Compliance Monitoring Program Services for Bloomington High School New Math and Science Building and Interim Housing**

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: In order to participate in the State School Building Program, districts must implement a Labor Compliance Monitoring Program.

The original contract was approved by the Board on February 17, 2005, based on construction costs of \$9,000,000. This amendment is necessary to reflect the updated schedule and estimated construction costs of the project, which is now \$14,000,000. (Previously approved for \$42,560.)

BUDGET IMPLICATIONS: \$18,240 – Bond Fund 21 Measure G

RECOMMENDATION: That the Board approve a contract amendment with Advocates for Labor Compliance, LLC for labor compliance monitoring program services for Bloomington High School New Math and Science Building and interim housing.

ACTION: On motion of Board Member _____ and _____, the Board approved the contract amendment, as presented.

Colton Joint Unified School District

1212 Valencia Drive * Colton CA 92324-1798 * (909) 580-5000
Business Office



Certification of Minutes

The Governing Board of the **Colton Joint Unified School District**, San Bernardino County, met in **Regular Session** on the 17th day of **February 2005** at 5:30 p.m.

Members Present: 7
Members Absent: 0

On a motion by Mrs. Mendoza-Ware, seconded by Mr. Taylor and carried, the Board approved the agreement with Advocates for Labor Compliance, LLC, as the provider for the labor compliance monitoring program for the new construction project at Bloomington High School, for an estimated cost of \$42,560, to be paid from Bond funds.

I, Robert Stranger, Ph.D., Assistant Superintendent, COLTON JOINT UNIFIED SCHOOL DISTRICT, do hereby certify that the above is a true and correct copy of the motion duly made, adopted, and entered on the minutes of the Governing Board of said District.

By: R. Stranger
Title: Assistant Superintendent
February 28, 2005

**AMENDMENT TO AGREEMENT FOR LABOR COMPLIANCE
CONSULTANT SERVICES**

This AGREEMENT is made and entered into this 19th day of February in the year 2010, by and between the COLTON JOINT UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT", and Advocates for Labor Compliance, LLC, hereinafter referred to as "CONSULTANT".

WHEREAS, Labor Code section 1771.7 requires school districts that use funds derived from the Kindergarten-University Public Education Facilities Bond Act of 2002 or 2004 for a public works project to initiate and enforce, or contract with a third party to initiate and enforce, a labor compliance program;

WHEREAS, DISTRICT desires to obtain labor compliance consultant services for various school construction projects deriving funds from the Kindergarten-University Public Education Facilities Bond Act of 2002 or 2004, hereinafter referred to collectively as "PROJECT" or "PROJECTS", located in the DISTRICT;

WHEREAS, CONSULTANT acknowledges that funds derived from the Kindergarten-University Public Education Facilities Bond Act of 2002 or 2004 is a condition precedent to the effectiveness of this AGREEMENT. If such funding is not received by the DISTRICT, this AGREEMENT is void except to the extent services have been rendered pursuant to DISTRICT Board authority;

WHEREAS, CONSULTANT represents it has the necessary personnel, professional qualifications, expertise and financial capability to provide such special consultant services in conformity with the laws of the State of California; and

WHEREAS, the period during which services are provided under this AGREEMENT shall not exceed five years including all extensions in accordance with Education Code section 17596 subject to the provisions set forth in Article VI.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I – CONSULTANT’S RESPONSIBILITIES & SCOPE OF SERVICES

1. CONSULTANT’s services shall consist of those services performed by CONSULTANT, CONSULTANT’s employees and CONSULTANT as enumerated in this AGREEMENT.

2. CONSULTANT’s services shall be performed in a manner that is consistent with professional skill and care and the orderly progress of the work. CONSULTANT shall perform

its services diligently, expeditiously and with adequate forces consistent with the requirements for the PROJECTS.

3. CONSULTANT, upon notice to proceed from the DISTRICT, shall provide labor compliance related services as required for the implementation, enforcement, management and operation of the DISTRICT's Initial Approved Labor Compliance Program ("LCP"). A copy of the DISTRICT's LCP is attached hereto as Attachment "A" as may be amended from time to time. Any such approved amendment to the LCP shall supercede and replace the LCP in Attachment "A". CONSULTANT shall furnish and pay for all labor, materials, supervision, supplies and equipment necessary for the timely and efficient performance of such services.

4. CONSULTANT shall review the DISTRICT's bid advertisements, bid documents and general conditions to ensure that the documents contain the appropriate language concerning the requirements of the Labor Code for the PROJECTS.

5. CONSULTANT shall not subcontract or assign any services or responsibilities set forth in this AGREEMENT without the prior written consent and approval of the DISTRICT.

6. PRE-JOB CONFERENCE

a. After the award of the contract for a PROJECT, and prior to the commencement of any work by the Contractor or its Subcontractors, CONSULTANT shall conduct all Pre-Job Conferences.

b. At the Pre-Job Conference, the CONSULTANT shall discuss and be prepared to answer questions regarding the state labor law requirements applicable to the PROJECT, including, but not limited to the following: prevailing wage requirements, wage determinations, the respective record keeping responsibilities, the requirement for the submittal of certified payroll records to CONSULTANT, apprenticeship requirements, the prohibition against discrimination in employment and required forms for filing and submittal.

c. CONSULTANT shall assist the DISTRICT in preparing the necessary labor compliance documents and suggested reporting forms to be provided to the Contractor and Subcontractors at the Pre-Job Conference including, but not limited to the following: a copy of the approved LCP, the checklist of Labor Law Requirements, Department of Industrial Relations website (www.dir.ca.gov) where the applicable prevailing wage determinations can be obtained, blank certified payroll record forms, fringe benefit statements, state apprenticeship requirements, and a copy of the Labor Code relating to Public Works and Public Agencies (Part 7, Chapter 1, Sections 1720-1861).

d. CONSULTANT shall provide and discuss in detail the issues set forth in the Checklist of Labor Law Requirements of the DISTRICT's LCP and Appendix A of Title 8, California Code of Regulations, section 16430.

e. CONSULTANT shall ensure that the Contractor's and all of the Subcontractors' representatives certify that they acknowledge and understand the DISTRICT's LCP and all of the state labor law requirements for the PROJECT.

7. CERTIFIED PAYROLL RECORDS

a. CONSULTANT shall monitor Contractor and Subcontractors to ensure they maintain weekly certified payroll records ("CPR") and submit CPRs to CONSULTANT with each payment application, but not less than once every month. CONSULTANT shall review all CPRs in a manner as to not delay payment to the Contractor and Subcontractors.

b. CONSULTANT shall review all submitted CPRs to ensure they are accompanied by a statement of compliance signed by the Contractor and each Subcontractor indicating that the payroll records are correct and complete, that the wage rates contained therein are not less than those determined by the Director of the Department of Industrial Relations and that the classifications set forth for each employee conform with the work performed. CONSULTANT shall review all CPRs in a manner as to not delay payment to the Contractor and Subcontractors if CONSULTANT does not have a basis for recommending withholding of contract payments based on its review of such CPRs.

c. CONSULTANT shall ensure that sole owners and partners who work on the PROJECT also submit CPRs listing the days and hours worked and the trade classification descriptive of the work actually done.

d. CONSULTANT shall review all CPRs to ensure the following: that the worker's rate for straight time hours equal or exceed the rate specified in the contract by reference to the Prevailing Wage Determinations for the class of work actually performed, overtime payments, subsistence, travel, shift differential and other payments are made in accordance with the applicable Prevailing Wage Determinations and applicable California law.

8. APPRENTICESHIP REQUIREMENTS

a. CONSULTANT shall ensure that the Contractor and all Subcontractors comply with the apprenticeship requirements set forth in the DISTRICT's LCP and Labor Code section 1777.5.

b. CONSULTANT shall ensure that a separate DAS 140 Form is properly completed and submitted for each apprenticeable craft employed on the PROJECT.

c. If the Contractor or a Subcontractor is not required to make apprenticeship training contributions to the applicable apprenticeship program, CONSULTANT shall ensure the appropriate contributions are timely made to the California Apprenticeship Council and accompanied by the required CAC-2 Form.

9. AUDITS & INVESTIGATIONS

a. CONSULTANT shall conduct audits and investigations of CPRs to determine whether all workers on the PROJECT have been paid according to the applicable prevailing wage rates. These audits and investigations shall take place on a random basis or at the request of the Labor Commissioner or upon receipt of a complaint or when there is any evidence that a violation may have occurred.

b. CONSULTANT shall conduct on-site interviews with workers on the PROJECT if there is any evidence that a violation may have occurred or on a random basis or as requested by the DISTRICT.

c. CONSULTANT shall conduct all such audits and investigations and prepare appropriate audit records in sufficient detail as set forth in the DISTRICT's LCP and Title 8, California Code of Regulations, section 16432.

d. CONSULTANT shall prepare and maintain records documenting any audits or investigation activities in sufficient detail so that such records may be used by the DISTRICT in the event of a request for hearing, appeal or litigation. The records must also demonstrate that a thorough and objective investigation took place.

e. An outline for the proposed steps for document collection which should be in place and applied to all prevailing wage violation cases is attached hereto as Attachment "B".

f. If an audit or an investigation reveals that a willful violation of the Labor Code (as set forth in the DISTRICT's LCP) has occurred, the CONSULTANT shall make a written report to the Labor Commissioner which shall include: (1) an audit consisting of a comparison of payroll records to the best available information as to the actual hours worked (2) the classification of workers employed on the PROJECT and (3) any other information required under the LCP or the Labor Code.

10. ENFORCEMENT ACTION

a. CONSULTANT shall provide services to assist the DISTRICT in enforcing Labor Code section 1720 et seq. and the procedural regulations of the Department of Industrial Relations in a manner consistent with the practice of the Division of Labor Standards Enforcement ("DLSE") and the regulations found in Title 8, California Code of Regulations, section 1600 et seq.

b. CONSULTANT's duties in assisting with the DISTRICT's enforcement responsibilities under the Labor Code and LCP include, but are not limited to, the following:

- (i) Making written recommendations to withhold contract payments and assess appropriate penalties when payroll records are delinquent or inadequate.
- (ii) Making written recommendations, after a full and complete investigation to the satisfaction of the CONSULTANT, to withhold contract payments and assess appropriate penalties for not paying the per diem prevailing wages.
- (iii) Making written recommendations to withhold contract payments and assess appropriate penalties for failing to comply with the required apprenticeship requirements for the PROJECT.
- (iv) Making written recommendations for forfeitures and preparing the required file or report for the determination and approval of such forfeitures to the Labor Commissioner.
- (v) Making written recommendations regarding the debarment of any Contractor or Subcontractor found to be repeat violators of the Labor Code.

c. After determination of the amount of forfeiture by the Labor Commissioner, CONSULTANT shall assist the DISTRICT in preparing and serving the appropriate notice of withholding of contract payments to the Contractor and/or Subcontractors.

d. Should the affected Contractor or Subcontractor request review of a notice of withholding of contract payments, CONSULTANT shall assist the DISTRICT and its legal counsel in preparing for such review and hearings including, but not limited to, preparing all documents and evidence and providing testimony at any such hearings.

11. OUTREACH ACTIVITIES

CONSULTANT shall assist in the DISTRICT's successful implementation of its LCP by conducting the following outreach activities:

a. General communication and outreach relative to public information regarding the DISTRICT's LCP.

b. Presentations to Contractors and Subcontractors at all Pre-Bid Conferences and Pre-Job Conferences.

c. Ongoing communication (via correspondence or meetings) with workers at the PROJECT when review of the CPRs reveals the possibility of prevailing wage violations.

d. Periodic meetings with contractor organizations, prime contractors and subcontractors interested in public works contracting with the DISTRICT.

e. Providing advice and expertise to answer any questions from the DISTRICT's staff, Contractors and Subcontractors relative to the terms, requirements and administration of the LCP.

12. ANNUAL REPORTS

a. CONSULTANT shall assist the DISTRICT in preparing the required annual report on the operation of the LCP to be submitted to the DISTRICT Board, DISTRICT Superintendent and the Department of Industrial Relations.

b. CONSULTANT shall assist the DISTRICT in applying for either extended initial approval or final approval of the DISTRICT's LCP.

ARTICLE II – DISTRICT'S RESPONSIBILITIES

1. The DISTRICT, through the CONSULTANT, ultimately has the duty to enforce Labor Code section 1720 et seq., the LCP and the procedural regulations of the Department of Industrial Relations in a manner consistent with the practice of DLSE and the regulations found in Title 8, California Code of Regulations, section 1600 et seq.

2. DISTRICT shall assist and provide information promptly and as is reasonably required for CONSULTANT to perform its obligations under this AGREEMENT.

3. DISTRICT shall allow CONSULTANT continuous access and right-of-way on the PROJECTS to the extent reasonably determined by CONSULTANT to be appropriate to perform its obligations under this AGREEMENT.

4. DISTRICT shall devote the necessary personnel for performance of its obligations under this AGREEMENT and shall designate a Labor Compliance Officer on behalf of the DISTRICT who will be responsible for coordinating the DISTRICT and CONSULTANT's performance under this AGREEMENT.

ARTICLE III – CONSULTANT'S DOCUMENTS

Any and all documents prepared by CONSULTANT for the PROJECTS shall be and remain the property of the DISTRICT.

ARTICLE IV - ACCOUNTING RECORDS OF CONSULTANT

Records of CONSULTANT's direct personnel and other expenses pertaining to the PROJECTS, and records of accounts between the DISTRICT and CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT's authorized representative at mutually convenient times.

ARTICLE V - COMPENSATION TO CONSULTANT

The DISTRICT shall compensate CONSULTANT in accordance with Attachment "C" attached hereto.

ARTICLE VI - TERMINATION

1. This AGREEMENT may be terminated by either party upon fourteen (14) days' written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of CONSULTANT; or if the DISTRICT fails to receive funds from the Kindergarten-University Public Education Facilities Bond Act of 2002 or 2004; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECTS.

2. In the event of a termination based upon abandonment or postponement by DISTRICT the DISTRICT shall pay CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement consultant costs shall be deducted from payments to CONSULTANT.

3. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days' written notice to CONSULTANT. In the event of a termination without cause, the DISTRICT shall pay CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT. In addition, CONSULTANT will be reimbursed for reasonable termination costs through the payment of no more than 3% of all actual costs incurred up until the date of termination, but not more than the actual documented costs incurred by CONSULTANT for four months prior to the date of termination, as termination costs upon CONSULTANT's provision of substantiating justification documents. This payment is agreed to compensate CONSULTANT

for the unpaid profit CONSULTANT would have made under the PROJECTS on the date of termination and is consideration for entry into this termination for convenience clause.

4. In the event of a dispute between the parties as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, CONSULTANT agrees to continue the work diligently to completion. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but CONSULTANT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

ARTICLE VI - MISCELLANEOUS

1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify, defend and hold DISTRICT entirely harmless from all liability arising out of:

a. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT's employees arising out of CONSULTANT's work under this AGREEMENT; and

b. Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by CONSULTANT or the DISTRICT, or any person, firm or corporation employed by CONSULTANT upon or in connection with the PROJECTS, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;

c. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of CONSULTANT, or any person, firm or corporation employed by CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECTS, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings arising under Article VI.1.b that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy and judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

2. CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.

b. Comprehensive general and auto liability insurance with limits of not less than \$1,000,000 combined single limit, bodily injury and property damage liability per occurrence, including:

- (i) Owned, non-owned and hired vehicles;
- (ii) Blanket contractual;
- (iii) Broad form property damage;
- (iv) Products/completed operations; and
- (v) Personal injury.

c. Professional liability insurance, including contractual liability, with limits of \$500,000, per occurrence. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a reasonable period of time. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Each policy of insurance required in (b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

3. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but

not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of CONSULTANT's employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees.

4. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT.

5. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

6. This AGREEMENT shall be governed by the laws of the State of California.

7. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and CONSULTANT.

This AGREEMENT entered into as of the day and year first written above.

DISTRICT

CONSULTANT

Colton Joint Unified School District

Advocates for Labor Compliance, LLC

Jaime R. Ayala, Assistant Superintendent
Business Services Division

Mark L. Griffith, LCO

ATTACHMENT "A"

AB 1506

Labor Compliance Program Manual & Guidebook

COLTON JOINT UNIFIED SCHOOL DISTRICT

ATTACHMENT "B"

Case preparation and documentation guidelines

- Copy of worker complaint
 - Notes from worker interview
 - Calendar of dates and hours worked
 - Copies of check stubs or other form of proof of underpayment
 - Document all attempts to authenticate the complaint
 - Other supporting documentation where necessary
- Copy of all correspondence to contractor
 - Job-start meeting checklist
 - Initial notification of complaint
 - Invitation to review the preliminary findings
 - Request for additional documentation such as canceled checks, check stubs, time cards, cash receipts, ledgers, etc.
 - Log of all calls to contractor with notes about the content of discussion
- Certified payroll records
 - For the period of time covered in the complaint and the corresponding audit
- Inspector's daily log
 - Or another detailed record of work performed by date and the numbers of workers on project
 - For the period of time covered in the complaint
- Correct prevailing wage determination and applicable increases
 - For each classification appearing in the audit
- Scope of work for trade classifications used
 - From Division Labor Statistics and Research (DLSR)
- Tabulation of bids
 - Advertisement date(s)
 - List of subcontractors
 - Contract award amounts
 - Description of project
- Notice to proceed
 - Official project start and completion dates
 - Duration of project

- Notice of completion (if applicable)
 - With date stamp showing when it was recorded
 - Any withholding or action must take place within 180 days from the date of recording
 - Another 180 days is granted beyond this date if funds are still available in contract
- Surety company information
 - The surety is entitled to receive a copy of any action taken or Notice of Withholding of Contract Payments filed
- Contractor's previous record of violations (if applicable)
 - Formal actions and withholdings
 - Informal actions and withholdings
- The Notice of Withholding of Contract Payments (if applicable)
 - Always attach a copy of the audit spreadsheet
- Release of Notice of Withholding of Contract Payments (if applicable)
 - Returns withheld funds
 - Filed when a case is settled in whole or part
 - Filed when it is determined the violation did not occur
- Memo to file
 - Explains circumstances and reasons for case closure without action
 - Provides explanation and reasons for settlement and spells any agreements reached with contractor or other parties

for Compliance, LLC

Prepared for Colton Joint Unified School District

FEE SCHEDULES

While other Third-party LCP firms continue to charge various fixed start-up fees, ALC continues to offer fair and competitive pricing upfront without any hidden charges. **There are no initial start-up fees whatsoever.** There is also no charge for travel time or travel related expenses. Reimbursable costs would be billed at cost.

ALC proposes to provide full turnkey LCP services on all of the District's upcoming projects. Should the District prefer to have ALC perform all 3rd Party LCP services on all projects, ALC offers a discount on the SAB Not-to-Exceed Fee Schedule (Attached as Exhibit A). **The rates below reflect a cumulative discount of 20% off the SAB Fee Schedule.**

Samplings of the discounted Not-to-Exceed schedules are as follows:

SAMPLE CONSTRUCTION COST	SAB FEE SCHEDULE	ALC TURNKEY FEE
\$1,500,000	\$24,000	\$19,200
\$3,000,000	\$34,500	\$27,600
\$5,000,000	\$39,200	\$31,360
\$10,000,000	\$57,800	\$46,240
\$20,000,000	\$102,000	\$81,600
\$30,000,000	\$144,000	\$115,200
\$40,000,000	\$186,000	\$148,800

Please see attached LCP Fee Worksheets for complete breakdown of SAB Fee calculation.

This includes a full range of Labor Compliance Consulting Services from the pre-bid phase of the project through the project close and the annual report to the DIR. These services include:

EDUCATIONAL SERVICES

- Pre-Bid Education for Bidders
- Pre-Construction Packet Preparation
- Pre-Construction Orientation for Contractors
- Training for District Staff
- Monthly Jobsite Education

MONITORING & REVIEW

- Contractor Qualifications Verification
- Project/Contractor Records Set-up
- Project Records Maintenance & Retention
- Entry of Contractor Data into CPR Database System
- Field Interviews and Data Collection
- Certified Payroll Record Collection & Review
- Certified Letter/Notices Processing

for **Compliance,LLC**
Prepared for Colton Joint Unified School District

AUDIT & INVESTIGATION

Data Collection & Interviews
Investigational Analysis
Investigation Report Preparation
Agency Co-ordination & Communication

WITHHOLDING & ENFORCEMENT

Enforcement of Agency Directives
Co-ordination with CM and District Staff

REPORTING

Monthly Reporting to District Staff on LCP Activities
Annual Reporting to DIR and School Board/ District Staff

Please see attached Exhibit B for Hourly Rates

SAB FUNDING AND LCP FEE WORKSHEET

PROJECT NAME: Colton Joint Unified

CONSTRUCTION COST: \$1,500,000
(75% of Project Cost)**ALC FEE CALCULATION-**

1.6% OF 1ST \$2,000,000 =	\$24,000
0	
0.25% OF NEXT \$1,000,000 =	\$0
0	
0.15% OF NEXT \$1,000,000 =	\$0
0	
0.32 % OF NEXT \$2,000,000 =	\$0
0	
0.31% OF NEXT \$2,000,000 =	\$0
0	
0.46% OF NEXT \$5,000,000 =	\$0
0	
0.44% OF NEXT \$5,000,000 =	\$0
0	
0.42% OF NEXT \$30,000,000 =	\$0
0	
0.4% IN EXCESS OF \$48,000,000 =	\$0
Total Grant Basis:	\$24,000
Less 20% ALC Discount:	\$4,800
ALC Turnkey Fee	\$19,200

ACORD CERTIFICATE OF LIABILITY INSURANCE

ADVOCFORL

DATE (MM/DD/YY)
07/18/03

PRODUCER

Dealey, Renton & Associates
199 S Los Robles Ave Ste 540
Pasadena, CA 91101
626 844-3070

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: **United States Fidelity & Guaranty**
INSURER B: **Houston Casualty Company**
INSURER C:
INSURER D:
INSURER E:

INSURED

Advocates for Labor Compliance, LLC
3270 Inland Empire Blvd
Ontario, CA 91764-4854
Attn: Jim Staley

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	BL01405172	03/20/03	03/20/04	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				FIRE DAMAGE (Any one fire) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	GARAGE LIABILITY				<input type="checkbox"/> ANY AUTO
A	EXCESS LIABILITY	BL01405172	03/20/03	03/20/04	EACH OCCURRENCE \$2,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$0				AGGREGATE \$2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	OTHER Professional Liability	H70313116	07/16/03	07/16/04	1,000,000 ea. claim 1,000,000 agg.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

ADDITIONAL INSURED: INSURER LETTER:

FOR PROPOSAL PURPOSES

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Mary A. Ferrara

BOARD AGENDA

**REGULAR MEETING
February 18, 2010**

**ACTION ITEM
First Reading**

- TO:** Board of Education
- PRESENTED BY:** Mike Snellings, Assistant Superintendent, Student Services Division
- SUBJECT:** **Approval of Proposed Amendment and Substitution of Board Policies and Administrative Regulations:**
BP 5117 Inter-District Attendance Agreements (substitution)
AR 5117 Inter-District Attendance Agreements (substitution)
BP 5116.1 Intra-District Open Enrollment (replaces 8060 and 5144.5)
AR5116.1 Intra-District Open Enrollment (replaces 8060 and 5144.5)
- GOAL:** Student Safety, Community Relations and Parent Involvement
- STRATEGIC PLAN:** Strategy #5 – College and Career
- BACKGROUND:** The Administration is updating Board Policies and Administrative Regulations under the guidelines of the California School Boards’ Association.
- RECOMMENDATION:** That the Board amend the Board Policies and Administrative Regulations:
BP 5117 Inter-District Attendance Agreements (substitution)
AR 5117 Inter-District Attendance Agreements (substitution)
BP 5116.1 Intra-District Open Enrollment (replaces 8060 and 5144.5)
AR5116.1 Intra-District Open Enrollment (replaces 8060 and 5144.5)
- ACTION:** On motion of Board Member _____ and _____ the Board approve the proposed amendment and substitution of the Board Policies and Administrative Regulations as presented.

INTER-DISTRICT ATTENDANCE AGREEMENTS

5117

The governing board recognizes that students who reside in one district may choose to attend school in another district and that such choices are made for a variety of reasons. The Superintendent shall develop such Administrative Regulations as are necessary for the implementation of this policy.

1. Inter-district transfer permits will be approved when a Board-approved inter-district agreement is in force with the other district. The Superintendent, or designee, is authorized to sign inter-district attendance agreements on behalf of the Board and to accept or transfer students. (*EC 46600a*)
2. The District may release students with approved reasons who desire to attend school elsewhere. However, the District will not pay tuition or provide transportation for attendance of such students. An exception will be made for special needs students whose Individual Education Plan (IEP) specifically states a change of placement at a designated state special school, or state-certified nonpublic school, is required to address the needs of the student.
 - a) Outgoing inter-district attendance agreements will be limited to 3% of the total district enrollment.
 - b) Outgoing inter-district attendance agreements will be accepted on a first come, first served basis.
3. Inter-district attendance agreements will terminate each year at the close of the school year and must be renegotiated before students will be released or accepted for the following school year.
4. Inter-district attendance agreements will be accepted by the District from March 1 through April 15. Applications received after April 15 may be added to the waiting list in the order in which they are received.
 - a) If the number of applications received exceeds the spaces available, a lottery will be held to determine which applications will be approved and the order in which the remaining students will be placed on a waiting list.
5. Inter-district transfer agreements shall not be required for students enrolling an ROC or ROP program (*EC 52317*).

The Superintendent or designee may deny or revoke inter-district transfer permits because of overcrowding within district schools, limited district resources, in the event the specified requirements are not maintained, or it is found that any of the information in the inter-district transfer application has been falsified.

Denial of Inter-District Attendance Agreement

1. The Parent or guardian of a student who is denied a transfer pursuant to *Education Code 46600-46611*, may appeal to the Colton Joint Unified School District Board or Education within 30 days, in writing.
2. The parent or guardian of a student who is denied a transfer requested pursuant to *Education Code 46600-46611* shall receive timely notice, in accordance with law, regarding the process for appeal to the County Board of Education. This notice shall be provided by the District denying the request, or, in the absence of an agreement between the districts, by the district of residence.
3. Students who are under consideration for expulsion or who have been expelled may not appeal inter-district attendance denials or decisions while expulsion proceedings are pending, or during the term of expulsion. (*EC 46601*)

INTER-DISTRICT ATTENDANCE AGREEMENTS *(continued)*

5117

*Legal Reference:***EDUCATION CODE***46600-46611 Interdistrict attendance agreements**48204 Residency requirements for school attendance**48300-48315 Student attendance alternatives**48915 Expulsion; particular circumstances**48915.1 Expelled individuals: enrollment in another district**48918 Rules governing expulsion procedures**48980 Notice at beginning of term**52317 ROP, enrollment of students, interdistrict attendance***GOVERNMENT CODE***6250-6270 Public Records Act***ATTORNEY GENERAL OPINIONS***84 Ops.Cal.Atty.Gen. 198 (2001)**87 Ops.Cal.Atty.Gen. 132 (2004)***COURT DECISIONS***Crawford v. Huntington Beach Union High School District, (2002) 98 Cal.App.4th 1275*

(2/95 7/04) 11/07

ADMINISTRATIVE REGULATION

AR 5117

INTER-DISTRICT ATTENDANCE AGREEMENTS

The Superintendent or designee may approve inter-district agreements for the following reasons:

1. When a student has been admitted to a district school, on the basis of child care needs, continued attendance may be denied only when based on restrictions specified in EC 48204 (*EC 46601.5*). Approval of agreements for child care needs are only applicable to students in grades kindergarten through sixth. Residence of child care facility or provider must fall within the attendance boundary of the school requested.
2. When a student's special mental or physical health needs are verified by a certified physician, school psychologist or other appropriate school personnel.
3. When a student has a brother(s) or sister(s) attending school in a receiving district, to avoid splitting the family's attendance.
4. To complete a school year when parents'/guardians have moved out of the district during the year.
5. When students wish to remain in a class promoting that year from elementary or middle school, or graduating from high school.
6. When families move out of the district during the student's junior year to allow seniors to attend the same school they attended as juniors.
7. When the parent/guardian provides written evidence (i.e. escrow papers, rental agreement with receipt of deposit) that the family will be moving into the district within 60 days and would like the student to start the year.
8. When the student will be living out of the district for one year or less.
9. When recommended by the School Attendance Review Board or by county child welfare, probation or social service agency staff in documented cases of serious home or community problems which make it inadvisable for the student to attend the school of residence.
10. When there is a valid interest in a particular educational program not offered in the district of residence.
11. When a change in school environment for reasons of personal and social adjustment is needed.
12. When a statement is provided by a psychiatrist or medical doctor with an acceptable recommendation that the transfer would be in the best interests of the student and his district.

Notifications

The Superintendent or designee has up to 90 days to issue a response regarding the approval or denial of an inter-district attendance agreement.

Renewal Inter-District Attendance Agreements

Renewal inter-district transfer permits are granted based on the following conditions:

1. Parent/guardian assumes responsibility for providing transportation.
2. Student must make satisfactory academic progress. Satisfactory is defined as a minimum grade point average of 2.0 and credits equivalent to grade level being requested. In addition, students entering their senior year must be eligible for graduation.
3. Student must maintain regular and punctual attendance.
4. Student must maintain proper conduct at school and at school-related functions and activities.

Students transferring or withdrawing from school shall return all school books and materials and settle any

INTER-DISTRICT ATTENDANCE AGREEMENTS, continued

AR 5117

unpaid fines on or before their last day of attendance.

Revoked or Not Renewed Agreements

If a site administrator wishes to recommend the revocation or non-renewal of an inter-district attendance agreement, the recommendation, signed by the principal or designee will be sent to the Director of Administrative Services or designee for consideration.

The parents and the school district of residence will be officially notified by the Director of Administrative Services or designee, if the inter-district attendance agreement is to be revoked or not be renewed.

INTRA-DISTRICT OPEN ENROLLMENT

BP 5116.1

The Governing Board desires to provide enrollment options that meet the diverse needs and interests of district students. The Superintendent or designee shall establish procedures for the selection and transfer of students among district schools in accordance with law, Board policy, and administrative regulation.

The parents/guardians of any student who resides within district boundaries may apply to enroll their child in any district school, regardless of the location of residence within the district. (*Education Code 35160.5*)

The Board shall annually review this policy. (*Education Code 35160.5, 48980*)

Intra-district attendance agreements will be accepted by the District from March 1 through April 15. Applications received after April 15 may be added to the waiting list in the order in which they are received.

If the number of applications received exceeds the spaces available, a lottery will be held to determine which applications will be approved and the order in which the remaining students will be placed on a waiting list.

Enrollment Priorities

Priority for attendance outside a student's attendance area shall be given as follows:

1. If a district school receiving Title I funds is identified for program improvement, corrective action, or restructuring, all students enrolled in that school shall be provided an option to transfer to another district school or charter school. (*20 USC 6316*)
2. If while on school grounds a student becomes the victim of a violent criminal offense, he/she shall be provided an option to transfer to another district school or charter school. (*20 USC 7912*)
3. If a student attends a school designated by the California Department of Education as "persistently dangerous," he/she shall be provided an option to transfer to another district school or charter school. (*20 USC 7912; 5 CCR 11992*)
4. Priority may be given to siblings of students already in attendance in that school.
5. Priority may be given to any student whose parent/guardian is assigned to that school as his/her primary place of employment.

For all other applications for enrollment from outside a school's attendance area, the Superintendent or designee shall use a random, unbiased selection process to determine who shall be admitted whenever the school receives admission requests that are in excess of the school's capacity. A school's capacity shall be calculated in a nonarbitrary manner using student enrollment and available space. (*Education Code 35160.5*)

Enrollment decisions shall not be based on a student's academic or athletic performance, except that existing entrance criteria for specialized schools or programs may be used provided that the criteria are uniformly applied to all applicants. Academic performance may be used to determine eligibility for, or placement in, programs for gifted and talented students. (*Education Code 35160.5*)

INTRA-DISTRICT OPEN ENROLLMENT, continued

BP 5116.1

No student currently residing within a school's attendance area shall be displaced by another student transferring from outside the attendance area. (*Education Code 35160.5*)

Transportation

Except as required by 20 USC 6316 for transfers out of Title I program improvement schools, the district shall not be obligated to provide transportation for students who attend school outside their attendance area. However, upon request, the Superintendent or designee may authorize transportation contingent upon available space and funds.

Legal Reference:

EDUCATION CODE

35160.5 District policies; rules and regulations

35291 Rules

35351 Assignment of students to particular schools

48980 Notice at beginning of term

CODE OF REGULATIONS, TITLE 5

11992-11994 Definition of persistently dangerous schools

UNITED STATES CODE, TITLE 20

6316 Transfers from program improvement schools

7912 Transfers from persistently dangerous schools

CODE OF FEDERAL REGULATIONS, TITLE 34

200.36 Dissemination of information

200.37 Notice of program improvement status, option to transfer

200.39 Program improvement, transfer option

200.42 Corrective action, transfer option

200.43 Restructuring, transfer option

200.44 Public school choice, program improvement schools

200.48 Transportation funding for public school choice

COURT DECISIONS

Crawford v. Huntington Beach Union High School District, (2002) 98 Cal.App.4th 1275

ATTORNEY GENERAL OPINIONS

85 Ops.Cal.Atty.Gen. 95 (2002)

Proposed 02/04/2010

ADMINISTRATIVE REGULATION

5116.1

INTRA-DISTRICT OPEN ENROLLMENT

Transfers for Victims of a Violent Criminal Offense

Within a reasonable amount of time, not to exceed 14 days, after it has been determined that a student has been the victim of a violent criminal offense while on school grounds, the student's parents/guardians shall be offered an option to transfer their child to an eligible school identified by the Superintendent or designee. In determining whether a student has been a victim of a violent criminal offense, the Superintendent or designee shall consider the specific circumstances of the incident on a case-by-case basis and consult with local law enforcement as appropriate. Examples of violent criminal offenses include, but are not limited to, attempted murder, battery with serious bodily injury, assault with a deadly weapon, rape, sexual battery, robbery, extortion, or hate crimes.

The Superintendent or designee shall consider the needs and preferences of the affected student and his/her parent/guardian in making the offer. If the parent/guardian elects to transfer his/her child, the transfer shall be completed as soon as practicable.

Transfers from a "Persistently Dangerous" School

Within 10 school days after receiving notification from the California Department of Education (CDE) that a school has been designated as "persistently dangerous," the Superintendent or designee shall notify parents/guardians of the school's designation. Within 10 school days after this notification has been provided to parents/guardians, the Superintendent or designee shall notify parents/guardians of their option to transfer their child.

Parents/guardians who desire to transfer their child out of a "persistently dangerous" school shall provide written notification to the Superintendent or designee and shall rank-order their preferences from among all schools identified by the Superintendent or designee as eligible to receive transfer students. The Superintendent or designee may establish a reasonable timeline, not to exceed seven school days, for the submission of parent/guardian requests.

The Superintendent or designee shall consider the needs and preferences of students and parents/guardians before making an assignment, but is not obligated to accept the parent/guardian's preference if the assignment is not feasible due to space constraints or other considerations. For students who accept the offer, the transfer shall generally be made within 30 school days of receiving the notice of the school's designation from the CDE. If parents/guardians decline the assigned school, the student may remain in his/her current school.

The transfer shall remain in effect as long as the student's school of origin is identified as "persistently dangerous." The Superintendent or designee may choose to make the transfer permanent based on the educational needs of the student, parent/guardian preferences, and other factors affecting the student's ability to succeed if returned to the school of origin.

The Superintendent or designee shall cooperate with neighboring districts to develop an interdistrict transfer program in the event that space is not available in a district school.

Other Intradistrict Open Enrollment

To implement intradistrict open enrollment pursuant to Education Code 35160.5:

ADMINISTRATIVE REGULATION

5116.1

INTRA-DISTRICT OPEN ENROLLMENT, continued

1. The Superintendent or designee shall identify those schools which may have space available for additional students. A list of these schools and open enrollment applications shall be available at all school offices.
2. Students of parents/guardians who submit applications to the district during the open enrollment period shall be eligible for admission to their school of choice the following school year under the district's open enrollment policy.
3. The Superintendent or designee shall provide written notification to applicants as to whether their applications have been approved, denied, or placed on a waiting list. If the application is denied, the reasons for denial shall be stated.
4. Approved applicants must confirm their enrollment within 10 school days.

Any complaints regarding the selection process shall be submitted to the Superintendent or designee.

Notifications

Notifications shall be sent to parents/guardians at the beginning of each school year describing all current statutory attendance options and local attendance options available in the district. Such notification shall include all options for meeting residency requirements for school attendance. (*Education Code 48980*)

1. Program options offered within local attendance areas.
2. A description of any special program options available on both an interdistrict and intradistrict basis.
3. A description of the procedure for application for alternative attendance areas or programs and the appeals process available, if any, when a change of attendance is denied.
4. A district application form for requesting a change of attendance.
5. The explanation of attendance options under California law as provided by the CDE.

Revoked or Not Renewed Agreements

If a site administrator wishes to recommend the revocation or non-renewal or an inter-district attendance agreement, the recommendation, signed by the principal or designee will be sent to the Director of Administrative Services or designee for consideration.

The parents and the school district of residence will be officially notified by the Director of Administrative Services or designee, if the inter-district attendance agreement is to be revoked or not be renewed.

BOARD AGENDA

**REGULAR MEETING
February 18, 2010**

ACTION ITEM

TO: Board of Education

PRESENTED BY: James A. Downs, Superintendent

SUBJECT: Adoption of Resolution, *Read Across America Day, March 2, 2010*

GOAL: Community Relations and Student Performance

STRATEGY: Strategy #5 – College Career
Strategy #6 – Character

BACKGROUND: On March 2, to honor Dr. Seuss’s 106th birthday, the National Education Association (NEA), the State of California, and the Colton Joint Unified School District are sponsoring celebrations of reading identified as Read Across America Day.

Our goal is for every child in the district to spend at least 30 minutes reading with a caring adult. Through our efforts we will increase awareness of the importance of reading in our communities, throughout California and across the Nation.

BUDGET IMPLICATIONS: None

RECOMMENDATION: That the Board of Education adopt the Resolution, *Read Across America Day, March 2, 2010* to.

ACTION: On a motion by Board member _____ and _____, the Board of Education adopted the Resolution, *Read Across America Day*, as presented.

Colton Joint Unified School District

Resolution

Read Across America Day

March 2, 2010

WHEREAS, the Colton Joint Unified School District stands firmly committed to promoting reading as the catalyst for our students' future academic success so they will thrive in further education as they prepare for America's jobs of the future; and

WHEREAS, schools in our district have organized and planned activities and invite parents, community members and local dignitaries to join in the festivities by reading at least 30 minutes to our students; and

WHEREAS, the "National Education Association's (NEA) Read Across America Day," a national celebration of Dr. Seuss's 106th birthday on March 2nd, promotes reading and community involvement in the education of our students; now

THEREFORE, BE IT RESOLVED that the Board of Education of the Colton Joint Unified School District enthusiastically endorses "NEA's Read Across America Day" and encourages our community to engage in programs and activities to help our students become successful readers.



DULY ADOPTED by the Board of Education of the Colton Joint Unified School District of San Bernardino County, State of California, with a vote of _____ ayes, _____ nays, _____ absent, and abstentions, and signed by the President and attested by the Secretary this 18th day of February, 2010.

Mel Albiso
President, Board of Education

Attest:

James A. Downs
Secretary, Board of Education

BOARD AGENDA

**REGULAR MEETING
February 18, 2010**

ACTION ITEM

TO: Board of Education

PRESENTED BY: James A. Downs, Superintendent

SUBJECT: Adoption of Resolution, *Week of the School Administrator*, March 1 – 5, 2010

GOAL: Personnel Development

STRATEGY: Strategy #1 – Communication Strategy #4 – Facilities
Strategy #2 – Curriculum Strategy #5 – College Career
Strategy #3 – Decision Making Strategy #6 – Character

BACKGROUND: The California State Legislation has designated March 1 – 5, 2010 as Week of the School Administrator. School districts will use this week to honor the efforts and accomplishments of administrators, classified managers and classified-confidential employees in the public educational system.

BUDGET IMPLICATIONS: None

RECOMMENDATION: That the Board adopt the Resolution, *Week of the School Administrator* as presented.

ACTION: On motion of Board Member _____ and _____, the Board adopted the Resolution, *Week of the School Administrator*, March 1 – 5, 2010.

Colton Joint Unified School District

Resolution

Week of the School Administrator

March 1 – 5, 2010

WHEREAS, the State of California Education Code 44015.1 states that in observance of the importance of educational leadership at the school, school district, and county levels, the first full week in the month of March of each year shall be designated as "Week of the School Administrator"; and

WHEREAS, approximately 27,950 certificated and classified school administrators work in public schools throughout California; and

WHEREAS, certificated and classified administrators, as well as confidential employees, provide leadership and support of the educational program by developing and implementing the curriculum, selecting textbooks and instructional materials, recruiting, training, and evaluating classified and certificated staff, managing the budget and monitoring cost controls, implementing Board of Education policies in compliance with federal, state, and local regulation, planning and maintaining school facilities and providing transportation, nutrition, social service programs to students and their families; and

WHEREAS, school administrators are passionate, lifelong learners who believe in the value of quality public education for students to succeed; now

THEREFORE, BE IT RESOLVED that the Board of Education of the Colton Joint Unified School District hereby recognizes the week of March 1 – 5, 2010 as "Week of the School Administrator" and that all school administrators and management team members should be commended for their outstanding contributions and services they provide to our students and their achievements.



DULY ADOPTED by the Board of Education of the Colton Joint Unified School District of San Bernardino County, State of California, with a vote of ___ ayes, ___ nays, ___ absent, ___ abstentions, and signed by the President and attested by the Secretary this 18th day of February, 2010.

Mel Albiso
President, Board of Education

Attest:

James A. Downs
Secretary, Board of Education

BOARD AGENDA

**REGULAR MEETING
February 18, 2010**

ACTION ITEM

TO: Board of Education

PRESENTED BY: James A. Downs, Superintendent,

SUBJECT: Adoption of Resolution , *National Future Farmers of America Week, February 20 – 27, 2010*

GOAL: Improved Student Performance

STRATEGY: Strategy #6 – Character

BACKGROUND: The Colton Joint Unified School District will join educational institutions across the country in recognizing “National Future Farmers of America Week,” February 20 – 27, 2010.

The Board of Education is being asked to adopt the resolution designating February 20 – 27, 2010 as National Future Farmers of America Week in the Colton Joint Unified School District. The resolution encourages the Board’s support and solicits public participation in the support of agricultural education programs offered in our District.

BUDGET IMPLICATIONS: None

RECOMMENDATION: That the Board adopt the Resolution, *National Future Farmers of America Week*, as presented.

ACTION: On motion of Board Member _____ and _____, the Board adopted the Resolution, *National Future Farmers of America Week*, February 20 – 27, 2010.

Colton Joint Unified School District

Resolution

National Future Farmers of America Week
February 20 – 27, 2010

WHEREAS, the FFA and agricultural education provide a strong foundation for students and the food, fiber, and natural resource systems, and

WHEREAS, The Colton Joint Unified School District and Bloomington High School Future Farmers of America (FFA) chapter is dedicated to this goal; and

WHEREAS, During it's history, the FFA has earned an excellent reputation for educating its members in all aspects of agriculture, including growing, processing, marketing, and research as well as developing leadership, good citizenship, volunteerism, patriotism, teamwork, and individual achievement; and

WHEREAS, The FFA is an equal opportunity organization in every respect, with programs and activities continually updated and tailored to encourage and assist active involvement and participation of all youth; and

WHEREAS, In preparing for careers in the exciting agricultural profession, FFA members and agriculture teachers strive to continuously improve this great industry for the welfare of all citizens and are playing a leading role in assuring the future progress and prosperity of our state and nation; now, therefore, be it

RESOLVED, That the Board of Education of the Colton Joint Unified School District hereby recognizes the week of February 20 – 27, 2010 as National Future Farmers of America Week and encourages students, staff and parents to commemorate this occasion with appropriate and meaningful activities.



DULY ADOPTED by the Board of Education of the Colton Joint Unified School District of San Bernardino County, State of California, with a vote of ___ ayes, ___ nays, ___ absent, ___ abstentions, and signed by the President and attested by the Secretary this 18th day of February, 2010.

Mel Albiso
President, Board of Education

Attest:

James A. Downs
Secretary, Board of Education

BOARD AGENDA

REGULAR MEETING
February 18, 2010

ACTION ITEM

TO: Board of Education

PRESENTED BY: James A. Downs, Superintendent,

SUBJECT: Adoption of Resolution, *Women's History Month*, March 2010

GOAL: Student Performance and Community Relations

STRATEGY: Strategy #6 – Character

BACKGROUND: Across the nation, March has been designated as Women's History Month to acknowledge the women of every race and ethnic background who served as leaders in the forefront of every major progressive social change movement, not only to secure their own right of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor union movement, and the modern civil rights movement. The purpose of this recognition is to salute their efforts and encourage students and community participation in lessons and programs to commemorate this occasion.

BUDGET IMPLICATIONS: None

RECOMMENDATION: That the Board adopt the Resolution, *Women's History Month*, as presented.

ACTION: On motion of Board Member _____ and _____, the Board adopted the Resolution, *Women's History Month*, March 2010.

Colton Joint Unified School District

Resolution

Women's History Month

March 2010

WHEREAS, Women of every race and ethnic background helped found the nation in countless ways as wives, mothers, homemakers, teachers, reformers, industrial workers, professionals, soldiers, pioneers, nurses, nun, servants and slaves; and

WHEREAS, Women have played and continued to play a critical economic, cultural and social role in every sphere of our nation's life by constituting a significant portion of the labor force working in and outside the home and as elected officials; and

WHEREAS, Women have played a unique role throughout our history by providing the majority of the nation's volunteer labor force and have been particularly important in the establishment of early charitable, philanthropic, and cultural institutions in the country; and

WHEREAS, Women of every race and ethnic background served as leaders in the forefront of every major progressive social change movement, not only to secure their own right of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor union movement, and the modern civil rights movement; and

WHEREAS, The History-Social Framework of California Public Schools, Kindergarten through Grade Twelve states that the History of community, state, region, nation, and world reflect the experiences of men and women and of different racial, religious and ethnic groups and that these studies be integrated at every grade level in the curriculum; now

THEREFORE, BE IT RESOLVED that the Board of Education of the Colton Joint Unified School District hereby recognizes the month of March as Women's History Month and encourages students, staff and parents to commemorate this occasion with appropriate and meaningful activities.



DULY ADOPTED by the Board of Education of the Colton Joint Unified School District of San Bernardino County, State of California, with a vote of ___ ayes, ___ nays, ___ absent, ___ abstentions, and signed by the President and attested by the Secretary this 18th day of February, 2010.

Mel Albiso
President, Board of Education

Attest:

James A. Downs
Secretary, Board of Education

BOARD AGENDA

**REGULAR MEETING
February 18, 2010**

ADMINISTRATIVE REPORTS

TO: Board of Education
PRESENTED BY: Jerry Almendarez, Assistant Superintendent, Human Resources Division
SUBJECT: Resignations
STRATEGIC PLAN: Strategy #1 – Communication

I. Certificated

1. Gilliland, John

Adult Ed Teacher - Washington
Employed August 22, 2007;
resignation effective December 19,
2009. For retirement.

BOARD AGENDA

REGULAR MEETING
February 18, 2010

ADMINISTRATIVE REPORT

TO: Board of Education

PRESENTED BY: Jaime R. Ayala, Assistant Superintendent, Business Services Division

SUBJECT: Status of Joint Use Agreements with the Surrounding Cities and Counties

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: The District has entered into Joint Use Agreements for the use of various school sites for childcare and sports programs pursuant to *Board Policy #3140, Use of Facilities*.

This information item reflects the status of all of the current and pending agreements.

Since November 2008, staff has been working with the Joint Use entities and legal counsel (Atkinson, Andelson, Loya, Rudd & Romo) to standardize the format and duration of the agreements.

At the December 10, 2009 Board meeting, the City of Fontana Joint Use agreements were withdrawn pending further information. The question was asked as to whether or not a five year agreement was consistent with other agreements. Not all durations are consistent.

The following Joint Use Agreements are CJUSD Board approved:

<u>City of Colton</u>	<u>Use</u>	<u>Effective</u>	<u>Expires</u>	<u>Board Approved</u>
<u>Five Year Agreements</u>				
Cooley Ranch Elementary	Playfields	07/17/09	06/30/14	07/17/09
McKinley Elementary	Playfields	11/16/07	11/14/12	11/16/07
<u>20 Year Agreements</u>				
Colton Middle School	Playfields	04/18/02	07/14/22	04/19/02
Cooley Ranch Elementary	Childcare	07/17/03	07/16/23	07/17/03
Reche Canyon Elementary	Childcare	07/17/03	07/16/23	07/17/03
Rogers Elementary	Childcare	07/17/03	07/16/23	07/17/03
*Wilson Elementary	Childcare	07/17/03	07/16/23	07/17/03

*(No longer in operation. Agreement needs to be amended.)

AR-8.2

<u>City of Grand Terrace</u>	<u>Use</u>	<u>Effective</u>	<u>Expires</u>	<u>Board Approved</u>
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Five Year Agreements

Terrace View Elementary	Playfields	07/01/09	06/30/14	08/06/09
Terrace Hills Middle School	Playfields	07/01/09	06/30/14	08/06/09

20 Year Agreement

Grand Terrace High School	Playfields	12/19/06	12/18/26	12/08/06
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One Year Agreements

Grand Terrace Elementary	Childcare	07/01/09	06/30/10	07/16/09
Terrace View Elementary	Childcare	07/01/09	06/30/10	07/16/09

The following Joint Use Agreements are pending CJUSD Board approval:

<u>City of Fontana</u>	<u>Use</u>	<u>Effective</u>	<u>Expires</u>	<u>Board Approved</u>
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Requesting Five Year Agreement

D'Arcy Elementary	Playfields	Expired	Pending CJUSD Board approval.	
Jurupa Vista Elementary	Playfields	Expired		

Requesting Four Year Agreement

ASES Grant Funded Program

Crestmore Elementary	After school	Board approved MOU on 7/20/09.		
Smith Elementary	After school	Pending final Joint Use documents		
Zimmerman Elementary	After school	from legal and CJUSD Board approval.		

Requesting Four Year Agreement

City General Fund and Parent Funded Program

D'Arcy Elementary	After school	Pending CJUSD Board approval.
Jurupa Vista Elementary	After school	Pending CJUSD Board approval.
Sycamore Hills Elementary	After school	Pending CJUSD Board approval.

The attached documents provide additional information:

- Agreement summary memo
- Board Policy for use of facilities
- City of Colton, Grand Terrace, and Fontana fee schedules for childcare

Memorandum

Facilities, Planning & Construction Department

DATE: January 27, 2010
TO: Jaime R. Ayala, Assistant Superintendent, Business Services Division
FROM: Alice H. Grundman, Director Facilities Planning & Construction
SUBJECT: Joint Use Agreements

These agreements provide affordable childcare and ongoing sports programs that all children can participate in at safe locations. The District is assured that our fields and sites are being used by community members in a way that benefits everyone.

The following is a status report on Joint Use Agreements currently in place and/or pending approval.

City	Use	Term of Agreement	Status
Colton	Cooley Ranch Elementary School - Playfields The city owns the park and uses the playfields for after school and weekend sports programs. The scheduling is done through the City. The District maintains the playfields. The City maintains the adjacent park and cleans the trash and debris left on the park and playfields after events. The City shall supply the District with a Certificate of Insurance naming the District as additional insured on a yearly basis. The school does not use the park during school hours. Either party may terminate agreement by giving 60 days written notice prior to the end of the school year.	07/17/2009 to 06/30/2014 5 year agreement	Board approved 07/17/2009 City approved 08/19/2009
	McKinley Elementary School – Playfields Joint use of the east, lower playfield. The City shall schedule the east, lower playfield and shall maintain the fields including the west slope and the infields. The City is responsible for the cleaning of all trash and debris left on the park and playfields after their events. The District maintains the trees and the boundary fencing. The City shall supply the District with a Certificate of Insurance naming the District as additional insured on a yearly basis. Either party may terminate agreement by giving 60 days written notice prior to the end of the school year.	11/15/2007 to 11/14/2012 5 year agreement	Board approved 11/16/2007 City approved 11/27/2007

	<p>Colton Middle School – Playfields The District maintains and cleans the playfields. The City has installed a separate electric utility meter for the permanent playfield lighting installed for night use by the City. The District or organization using the fields at night notify the City and then pay the City for the Electricity used for that event. The City shall supply the District with a Certificate of Insurance naming the District as additional insured on a yearly basis.</p> <p>Either party may terminate agreement by giving 60 days written notice prior to the end of the school year.</p>	<p>04/18/2002 to 04/17/2022</p> <p>20 year agreement</p>	<p>Board approved 04/19/2002</p> <p>City approved 04/18/2002</p>
Grand Terrace	<p>Terrace View Elementary School - Playfields The District owns playfields. The City uses the fields for sports programs. The scheduling is done through the City. The District maintains the playfields. The City shall supply the District with a Certificate of Insurance naming the District as additional insured on a yearly basis.</p> <p>Either party may terminate agreement by giving 90 days written notice.</p>	<p>07/01/2009 to 06/30/2014</p> <p>5 year agreement</p>	<p>Board approved 08/06/2009</p> <p>City approved 10/13/2009</p>
	<p>Terrace Hills Middle School - Playfields The District owns playfields. The City uses the fields for sports programs. The scheduling is done through the City. The District maintains the playfields. The City shall supply the District with a Certificate of Insurance naming the District as additional insured on a yearly basis.</p> <p>Either party may terminate agreement by giving 90 days written notice.</p>	<p>07/01/2009 to 06/30/2014</p> <p>5 year agreement</p>	<p>Board approved 08/06/2009</p> <p>City approved 10/13/2009</p>
	<p>Grand Terrace High School - Playfields The City will use the playfields for after school and sports programs. The scheduling will be through the City. The City will maintain the playfields. The District and City will share in the maintenance of fences, goal posts, backstops, except in the case of vandalism. The City shall install a separate electric utility meter and shall be responsible for payment of all charges for City events. The City shall supply the District with a Certificate of Insurance naming the District as additional insured on a yearly basis.</p> <p>Either party may terminate agreement by giving 60 days written notice prior to the end of the school year.</p>	<p>12/19/2006 to 12/18/2026</p> <p>20 year agreement</p>	<p>Board approved 12/08/2006</p> <p>City approved 12/14/2006</p>

Fontana	<p>D'Arcy Elementary School - Playfields The city owns the park and uses the school playfields for after school and weekend sports programs. The scheduling is done through the City. The District maintains the playfields. The City maintains the adjacent park and cleans the trash and debris left on the park and playfields after events. The City shall supply the District with a Certificate of Insurance naming the District as additional insured on a yearly basis. The school does not use the park during school hours.</p> <p>Either party may terminate agreement by giving 60 days written notice prior to the end of the school year.</p>	12/11/2009 to 12/10/2014 5 year agreement	Pending Board and City approval
	<p>Jurupa Vista Elementary – Playfields The city owns the park and uses the school playfields for after school and weekend sports programs. The scheduling is done through the City. The District maintains the playfields. The City maintains the adjacent park and cleans the trash and debris left on the park and playfields after events. The City shall supply the District with a Certificate of Insurance naming the District as additional insured on a yearly basis. The school does not use the park during school hours.</p> <p>Either party may terminate agreement by giving 60 days written notice prior to the end of the school year.</p>	12/11/2009 to 12/10/2014 5 year agreement	Pending Board and City approval
Colton	<p>Rogers Elementary School – Childcare Program The City installed a childcare building. The City runs the childcare program through their Community Childcare Program. The City shall supply the District with a Certificate of Insurance naming the District as additional insured on a yearly basis.</p> <p>There are approximately 40 children using the childcare program.</p> <p>Attached is a breakdown of the City's fee schedule.</p> <p>Either party may terminate agreement by giving 90 days written notice prior to the end of the school year.</p>	07/17/2003 to 07/16/2023 20 year agreement	Board approved 07/17/2003 City approved 07/15/2003

	<p>Reche Canyon Elementary School – Childcare Program The City installed a childcare building. The City runs the childcare program through their Community Childcare Program. The City shall supply the District with a Certificate of Insurance naming the District as additional insured on a yearly basis.</p> <p>There are approximately 40 children using the childcare program.</p> <p>Attached is a breakdown of the City's fee schedule.</p> <p>Either party may terminate agreement by giving 90 days written notice.</p>	<p>07/17/2003 to 07/16/2023</p> <p>20 year agreement</p>	<p>Board approved 07/17/2003</p> <p>City approved 07/15/2003</p>
	<p>Wilson Elementary School – Childcare Program (no longer in operation) The City installed a childcare building. The City runs the childcare program through their Community Childcare Program. The City shall supply the District with a Certificate of Insurance naming the District as additional insured on a yearly basis.</p>	<p>07/17/2003 to 07/16/2023</p> <p>20 year agreement</p>	<p>Board approved 07/17/2003</p> <p>City approved 07/15/2003</p>
	<p>Cooley Ranch Elementary – Childcare Program The City installed a childcare building. The City runs the childcare program through their Community Childcare Program. The City shall supply the District with a Certificate of Insurance naming the District as additional insured on a yearly basis.</p> <p>There are approximately 25 children using the childcare program.</p> <p>Attached is a breakdown of the City's fee schedule.</p> <p>Either party may terminate agreement by giving 90 days written notice.</p>	<p>07/17/2003 to 07/16/2023</p> <p>20 year agreement</p>	<p>Board approved 07/17/2003</p> <p>City approved 07/15/2003</p>
<p>Grand Terrace</p>	<p>Grand Terrace Elementary School – Childcare Program The City uses the multi-purpose room for before and after school childcare programs. The District maintains the building. The District staff opens the facilities and the City staff cleans when the program closes each day. The City shall supply the District with a Certificate of Insurance naming the District as additional insured on a yearly basis.</p> <p>There are approximately 30 children using the childcare program.</p> <p>Attached is a breakdown of the City's fee schedule.</p> <p>Either party may terminate agreement by giving 60 days written notice prior to the end of the school year.</p>	<p>07/01/2009 to 06/30/2010</p> <p>1 year agreement</p>	<p>Board approved 07/16/2009</p> <p>City approved 10/13/2009</p>

	<p>Terrace View Elementary School - Childcare Program The City uses the multi-purpose room for before and after school childcare programs. The District maintains the building. The District staff opens the facilities and the City staff cleans when the program closes each day. The City shall supply the District with a Certificate of Insurance naming the District as additional insured on a yearly basis.</p> <p>There are approximately 30 children using the childcare program.</p> <p>Attached is a breakdown of the City's fee schedule.</p> <p>Either party may terminate agreement by giving 60 days written notice prior to the end of the school year.</p>	<p>07/01/2009 to 06/30/2010</p> <p>1 year agreement</p>	<p>Board approved 07/16/2009</p> <p>City approved 10/13/2009</p>
Fontana	<p>Crestmore Elementary School-After School Enrichment Program (ASES) The City uses the multi-purpose room for before and after school programs. The District maintains the building. The District staff opens the facilities and the City staff cleans when the program closes each day. CJUSD Board approved MOU on 07/20/09.</p> <p>There are approximately 99 children using the after school program.</p> <p>Either party may terminate agreement by giving 60 days written notice.</p>	<p>12/11/2009 to 12/10/2013</p> <p>4 year agreement</p>	<p>Pending Board and City approval</p>
	<p>Smith Elementary School - After School Enrichment Program (ASES) The City uses the multi-purpose room for before and after school programs. The District maintains the building. The District staff opens the facilities and the City staff cleans when the program closes each day. CJUSD Board approved MOU on 07/20/09.</p> <p>There are approximately 97 children using the after school program.</p> <p>Either party may terminate agreement by giving 60 days written notice.</p>	<p>12/11/2009 to 12/10/2013</p> <p>4 year agreement</p>	<p>Pending Board and City approval</p>

	<p>Zimmerman Elementary School - After School Enrichment Program (ASES) The City uses the multi-purpose room for before and after school programs. The District maintains the building. The District staff opens the facilities and the City staff cleans when the program closes each day. CJUSD Board approved MOU on 07/20/09.</p> <p>There are approximately 93 children using the after school program.</p> <p>Either party may terminate agreement by giving 60 days written notice.</p>	<p>12/11/2009 to 12/10/2013</p> <p>4 year agreement</p>	<p>Pending Board and City approval</p>
	<p>D'Arcy Elementary School - After School Enrichment Program The City uses Room 27 for their before and after school programs. The District maintains the building. The District staff opens the facilities and the City childcare staff cleans when the program closes each day.</p> <p>There are approximately 30 children using the after school program.</p> <p>Attached is a breakdown of the City's fee schedule.</p> <p>Either party may terminate agreement by giving 30 days written notice.</p>	<p>12/11/2009 to 12/10/2013</p> <p>4 year agreement</p>	<p>Pending Board and City approval</p>
	<p>Jurupa Vista Elementary School - After School Enrichment Program The City uses the Room 32, computer lab, and the library for before and after school programs. The District maintains the building. The District staff opens the facilities and the City staff cleans when the program closes each day.</p> <p>There are approximately 15 children using the after school program.</p> <p>Attached is a breakdown of the City's fee schedule.</p> <p>Either party may terminate agreement by giving 30 days written notice.</p>	<p>12/11/2009 to 12/10/2013</p> <p>4 year agreement</p>	<p>Pending Board and City approval</p>

	<p>Sycamore Hills Elementary School - After School Enrichment Program</p> <p>The City uses the multi-purpose room for before and after school programs. The District maintains the building. The District staff opens the facilities and the City staff cleans when the program closes each day.</p> <p>There are approximately 51 children using the after school program.</p> <p>Attached is a breakdown of the City's fee schedule.</p> <p>Either party may terminate agreement by giving 30 days written notice.</p>	<p>12/11/2009 to 12/10/2013</p> <p>4 year agreement</p>	<p>Pending Board and City approval</p>
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A. GENERAL PROVISIONS

1. The Board of Education may grant the use of school facilities in conformity with the laws of the State of California.
2. The use of all school buildings, facilities, and grounds shall be regulated by the Superintendent, acting for the Board of Education and in accordance with the policies adopted by the Board.
3. Any individual or organization using school property shall hold the District, its Board, the individual members thereof, and all District officers, agents, and employees free and harmless from any loss, damage, liability, or expense that may arise during, or be caused in any way, by such use.
4. No use shall be inconsistent with the building or grounds for school purposes, or interfere with the regular conduct of schoolwork.
5. No use shall be granted to any club, organization, or association, or church or religious group for a period in excess of six months, or beyond the end of a school year. No use shall be granted in such a manner as to constitute a monopoly for the benefit of any person or organization, and any privilege granted shall be renewable and revocable at the discretion of the Board at any time.
6. School facilities may be used for mass care and welfare centers during disasters or other emergencies affecting the public health and welfare. The District shall cooperate with relief agencies in furnishing and maintaining such services, as the Board may deem necessary to meet the needs of the community.
7. Use of facilities may be granted without charge to the following, provided that said buildings or facilities are to be used for supervised recreational activities or for the discussion of subjects and questions pertaining to the educational, political, economic, artistic, or moral interests of the citizens of the District.
 - a. Parent Teacher Associations
 - b. Senior Citizen Organizations
 - c. Boy Scouts, Girl Scouts and 4-H Clubs
 - d. Farmers' Organizations
 - e. Student clubs and organizations.
 - f. Fund raising entertainments or meetings where admission fees charged or contributions solicited are expended for the welfare of the students of the District.

BUSINESS
USE OF FACILITIES

3000
3140

- g. School-Community Advisory Councils
 - h. Other public agencies
 - i. Organizations, clubs, or associations organized for cultural activities and general character building or welfare purposes. (Sports organization shall be required to provide an attendance roster prior to final approval to assure the majority of the players are from within the District boundaries)
8. The Governing Board may charge those organizations and activities listed in "7" above an amount not to exceed the following:
- a. The cost of opening and closing the facilities, if no school employees would otherwise be available to perform that function as a part of their normal duties.
 - b. The cost of a school employee's presence during the organization's use of the facilities, if the Business Office determines that the supervision is needed, and if that employee would not otherwise be present as part of his or her normal duties.
 - c. The cost of custodial services, if the services are necessary, and would not have otherwise been performed as part of the custodian's normal duties.
 - d. The cost of utilities directly attributable to the organization's use of facilities.
9. In all other cases not hereinafter specifically prohibited by law or School Board Policy, such use may be granted for public, literary, scientific, recreational or educational meetings or for the discussion of matters of general or public interest upon the pre-payment of the following rental fees:

	<u>Minimum Charge Use</u>	<u>Fair Market Use</u>
Classrooms	\$ 48 per hour	\$ 55 per hour
Cafeteria/Multi-purpose room	\$108 per hour	\$125 per hour
Auditorium	\$188 per hour	\$195 per hour
700-1,200 capacity		
Gymnasium	\$210 per hour	\$225 per hour
Shower and Locker Rooms	\$ 45 per hour	\$ 35 per hour
Stadium		
without lights	\$543 per hour	\$548 per hour
with lights	\$588 per hour	\$592 per hour
Baseball field		
without lights	\$121 per hour	\$140 per hour
with lights	\$181 per hour	\$190 per hour
Swimming Pool (certified lifeguard required for use of all pools)	\$191 per hour	\$200 per hour

10. The fees do not include:

- a. District employee assistance.
 - b. Setup for track events, football games, etc.
 - c. Audio or loud speaking system.
 - d. Audio spots, use of dimmer boards and stage equipment.
 - c. Motion picture projectors or other visual aid equipment except existing screens in the facility rented.
- e. Use of school kitchens.
- Where preliminary preparation is involved or school equipment is to be used, operation of kitchen equipment requires written approval by Food Services Director prior to any use of school facilities. A fee of \$10 per hour is charged in addition to the regular rental fee.
- f. Use of swimming pools.
- (i) Qualified adult personnel shall be present at all times the pool is in use.
 - (ii) Authorized swim clubs may use the pool without charge at such time that it will not interfere with school or recreational usage, providing they have a qualified adult and/or lifeguard in charge who will serve without cost to the District during such times that the clubs make use of the pool.
- g. Use of fields for recreational activities shall not be approved unless sufficient necessary sanitary facilities are provided for the estimated attendance as supplied by applicant or as determined by the Colton Joint Unified School District.

B. REQUIREMENTS FOR USE OF FACILITIES

1. Requests

An application for use of school facilities shall be submitted through the Facilities Office of the District at least two weeks prior to the time facilities are requested. Any person(s) applying for the use of school property on behalf of any society, group or organization shall be an authorized officer of the applicant group.

2. Limitation of Time

- a. The Governing Board may limit the use of the facility to no more than five separate or consecutive calendar days or portions thereof in each fiscal year. This is done in accordance with Education Code 39379. This limitation does not apply to school activities including adult education, PTA, and the park and recreation district.

School facilities shall not be available for use on holidays (See Annual District Calendar) unless prior approval is given by the Superintendent or designee.

Use of Facilities by church or other religious organizations

- b. Use of school facilities for religious services may be granted to organized church groups for a temporary period not to exceed six months, with the option to renew for one additional six-month period. A renewal request for use beyond the second six-month period shall be subject to approval by the Board. Use of a school facility for religious services shall be guided by the following criteria:
 - i. Religious organizations requesting use of school facilities must declare or demonstrate their intent to provide, their own facilities; and
 - ii. Religious organizations requesting use of school facilities must make good-faith efforts toward providing their own facilities. In the event that a religious organization requests approval to use a school facility beyond the second six month period, evidence of such good faith efforts (e.g. development/building applications, property deeds, etc.) shall be submitted to the Board for its consideration before approval of a third six month period.

3. Description of Activity

A description of the activity to take place shall accompany the application if the information provided on the form itself is not completely self-explanatory. A review by the District Facilities Staff shall be conducted to ensure compliance with appropriate safety, insurance, and fire regulations.

4. Advertisement of Activity

If a requester intends to advertise the proposed activity, copies of all advertising material shall be cleared with the District Communications Office prior to release. The purpose is to ensure that the requester is clearly identified as the sponsoring agent and to ensure that the District will not incur indirect costs attributed to the advertising material.

5. Supervision

All juvenile groups or organizations seeking use of school facilities must be supervised by adults. In most cases, at least one supervisor for each twenty minors.

6. Protection of School Property

- a. All users of school facilities shall assume full responsibility for damage or abuse thereof, and shall ensure the maintenance and cleanliness of facilities. The Board shall charge the amount necessary to repair any damages. Further use of school facilities may be denied the applicant.
- b. Specialized equipment, such as movie projectors, etc., owned by the District shall be approved for use only when an applicant demonstrates the ability to properly operate the requested equipment. Otherwise, such equipment shall be operated only by District personnel.

7. Liability and Insurance

The District will require a Certificate of Insurance to indemnify the District in the event of a liability lawsuit.

8. Cancellation

If a meeting or event is postponed or cancelled, the school and the Facilities office shall be so notified at least twenty-four (24) hours in advance. Failure of an organization to provide this notice to the District will result in the organization being billed for the meeting/event at the scheduled rate.

9. Statement of Information

Every applicant organization or individual seeking use of school facilities shall complete the following statement of information on the application for use of facilities:

STATEMENT OF INFORMATION

The undersigned, as duly authorized representative for _____, states that, to the best of his/her knowledge, the school property for use of which application is hereby made will not be used for the commission of any crime or any act, which is prohibited by law.

The undersigned further declares that _____ the organization on whose behalf he/she is applying for use of school property, upholds and defends the Constitutions of the United States and the State of California.

(Signed)

(Date)

10. Use of Kitchens

Whenever any group or organization is given permission to use the school kitchen for the preparation and/or serving of food, a school cafeteria worker must be

present during such use. The function of this worker is to supervise the cafeteria use, furnish instructions concerning the use and care of equipment, and to see that the facility is left in condition for its school use the following school day. If the group or organization wishes to use a cafeteria worker directly in the preparation of food or the operation of cafeteria equipment, the group or organization shall pay the wages of such worker. Arrangements for use of a cafeteria worker in this manner shall be between the group or organization and the Food Services Director.

If a group or organization is given permission to use the cafeteria for the serving of light refreshments (such as coffee, punch, cookies), no cafeteria worker need be present.

Applicants for the use of school facilities who wish to use the cafeteria for the preparation and/or serving food other than light refreshments must so stipulate on their applications. Such applications shall be sent to the Food Services Director.

The Food Services Director will assign the cafeteria worker if one is required.

11. Denial of use of School Facilities

a. Organizations Not Permitted Use

No use of school facilities shall be granted any person or organization for the commission of any crime, or any act which is prohibited by law.

b. Termination of Privileges

The Governing Board may terminate any agreement for use of school property by public or religious groups, for good cause, at any time.

c. Restrictions

Use of school grounds will be at the risk of the user. Skateboarding, golfing, and motorized vehicles are strictly prohibited.

COUNTY BUILDING AT GRAND TERRACE

This building will operate under the contractual arrangement entered into with the City of Grand Terrace December 1, 2000, for a twenty-year (20) lease.

JOINT USE WITH OTHER AGENCIES

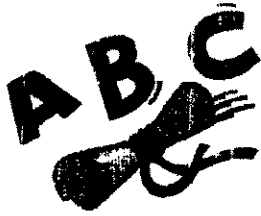
The governing Board recognizes that agencies at all levels of government share its concern and responsibility for the health, safety and welfare of youth. The Superintendent or designee shall initiate and maintain good working relationships with these agencies in order to help make better use of the resources available, which other governmental agencies can provide.

BUSINESS	3000
USE OF FACILITIES	3140

The District may enter into agreements with other agencies, which involve the exchange of funds or reciprocal services. Such agreements shall be approved the Board and executed in writing.

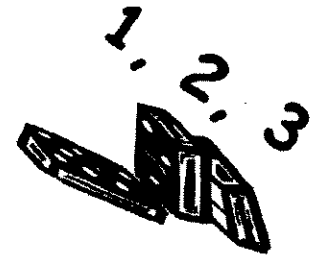
USE OF FACILITIES BY PERSONNEL	3150
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No school facilities may be used by school personnel for the performance of work where charges are to be made by the individual for services performed.



City Of Colton

Children & Families Division



660 Colton Avenue, Colton CA 92324 (909) 370-6171

Private Pay Fee Schedule

Effective 6/5/06 (Subject to Change)

Registration Fee (non-refundable) Per family at enrollment			\$35
Annual Dues (per child) Due July 1 st every year			\$30
Late Pick Up Charge After 6:00 p.m. Charge applies for every 1-15 minutes late (3 late pick-ups will equal to termination of program)			\$7
Late Payment Charge Payment due by the 1 st of the month no later than the 10 th			\$25
Part-Time Rates all Grades			
0 – 6.4 Hours	\$15.50 / Day	1-3 days per week	\$46.50
		4-5 days per week	\$77.50
Full-Time Rates all Grades			
6.5 + Hours	\$25.50 / Day	1-3 days per week	\$76.50
		4-5 days per week	\$127.50

All fees are due and payable one month in advance prior to services being rendered, there are no exceptions. After 3 late payments in a 12-month period, your services will then be terminated. There is no sibling discount. City of Colton Children and Families requires a two-week notification to termination services. Fee schedule is subject to change at the discretion of the City of Colton Children and Families Administrative office.

Child Care Center

Kangaroos: \$184.75 4-5 days
(6 wks. - 2 yrs.)

Turtles: \$125.75 1-3 days
(2 yrs.) \$165.25 4-5 days

Giraffes/Alligators: \$99.50 1-3 days
(2 yrs. - 5 yrs.) \$142.50 4-5 days

Tiny Tot Fun Club

Two Days: \$80.00 per month

Three Days: \$102.00 per month

School Age Program

Kindergarten: \$86.50 1-3 days
\$120.50 4-5 days

1st - 6th Grades: \$69.00 1-3 days
\$84.00 4-5 days

AM Care Only: \$37.75 1-5 days

Off-Track Care: \$97.00 1-3 days
(no lunch) \$138.00 4-5 days

* Rates effective through July 2010

We are so much more than a Child Care Center!

Here is just a small sample of events & activities we offer throughout the year.

Holiday Events:

- * Valentine Pajama Party
- * Costume Parties
- * Pumpkin Patch
- * Holiday Programs
- * Spring Hunt & Party
- * Mother's Day Tea
- * His Day

- * Grand Terrace Days Parade & Fair
- * Teddy Bear Day

School Agers:

- * Crazy Hat Day
- * Crazy Hair Day
- * Western Day
- * Book Fairs
- * Family Fun Day
- * Beach Party Day
- * Snow Day
- * Carnivals
- * Talent Shows
- * Slumber Parties
- * Annual planting of Daffodil's
- * Various Field Trips

Open to Everyone!

Parent Library & Resources

Our parent library is a great resource for our families. We carry children's books & books geared towards parenting as well. The library includes books, videos & DVD's focusing on a variety of issues such as; separation anxiety, divorce, manners & behavioral issues.

Security & Safety

- * For added security, we have installed a security door.
- * Nine cameras surround our Child Care facility.
- * Emergency Drills: The children & staff participate in monthly drills, which include earthquake, fire & lockdown drills.

Facility #360910764/66/23/46

#360908486



City of Fontana



After School Program Parent/Child Rules and Policies (Solorio, West Heritage, Sycamore Hills, Jurupa Vista, and D'Arcy) 2009-2010 School Year

Registration

- The program is offered to children Kindergarten through 6th grade directly after school until 6:00pm. Kindergarteners are welcome, but parents will be responsible for making arrangements for their child to attend the Fontana After School Program.
- The Fontana After School Program is \$72.00 for a four week session. This is a flat rate fee and no pro rations will be made at all.
- Payments can be completed on-line at www.fontanarecreation.org or at any City of Fontana Community Center. Listed below are the Community Centers with their hours of operation. Registration online requires users to have an account prior to use. To set up an account please call (909) 350-6585.
- You can register at the following locations:

Cypress Community Center

(909) 428-8374
8380 Cypress Ave.
M-F 8:00am-8:00 pm
SAT 8:00am-12:00 pm

Don Day Neighborhood Center

(909) 428-8383
14501 Live Oak Ave
M-F 8:00 am-8:00 pm
SAT 8:00 am-1:00 pm

Jack Bulik Teen Center

(909) 428-8393
16581 Filbert Ave.
M-F 12:00 pm-7:00 pm
SAT 11:00 am-4:00 pm

Miller Fitness Center

(909) 428-8363
17004 Arrow Blvd.
M-F 8:00 am-10:00 pm
SAT 6:00 am-8:00 pm
SUN 8:00 am-6:00 pm

Heritage Neighborhood Center

(909) 428-8820
7350 W.Liberty Pkwy
M-F 8:00 am-8:00 pm
SAT 8:00 am-2:00 pm

Jessie Turner Health & Fitness Center

(909) 854-5100
15556 Summit Avenue
M-F 6:00 am-10:00 pm
SAT 6:00 am-8:00 pm
SUN 8:00 am-6:00 pm

BOARD AGENDA

REGULAR MEETING

February 18, 2010

ADMINISTRATIVE REPORTS

TO: Board of Education

PRESENTED BY: Jaime R. Ayala, Assistant Superintendent, Business Services Division

SUBJECT: Results of San Bernardino County Superintendent of Schools (SBCSS) Williams Settlement Visit for the Second Quarter 2009-10

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #1 – Communication
Strategy #2 – Curriculum
Strategy #4 – Facilities

BACKGROUND: California Education Code 1240 and 52055.740(4) requires that the San Bernardino County Office of Education visit each Decile 1-3 school (determined by the 2006 API) and schools receiving QEIA funding to report its findings on the following standards:

- Students have access to “sufficient” instructional materials in the four core subject areas (English/language arts, math, history/social science, and science), and, as appropriate science lab equipment in Grades 9-12, foreign languages, and health.
- Facilities do not pose an emergency or urgent threat to the health or safety of pupils or staff.
- School Accountability Report Card (SARC) reflects accurate data as to the above two standards, including “good repair.”
- Students who by the conclusion of the 12th grade, have not passed the CAHSEE, are informed that they are entitled to receive CAHSEE intensive instruction and services for up to two consecutive years after completion of 12th grade and to what extent those students are receiving those services.

SBCSS has reported **no findings** in the four areas identified above during their second quarter visitation of 2009/10.

The following is the list of school sites subject to review by the county office for compliance with California Education Code 1240 and 52055.740(4):

<u>Elementary</u>		<u>Secondary</u>
Birney	Lincoln	Bloomington Middle
Crestmore	McKinley	Colton Middle
Grand Terrace	Rogers	Bloomington High
Grant	Wilson	Colton High
Grimes	Zimmerman	
Lewis		

AR-8.3

