

Colton Joint Unified School District

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



Board of Education Regular Meeting Agenda

Thursday, May 13, 2010
at 5:30 p.m.

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

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 Gainey-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

1.2 Renewal of the Pledge of Allegiance

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

2.0 SPECIAL PRESENTATIONS

2.1 Education Medal Of Honor Recipients

- Harold Strauss, CHS Athletic Director, *Excellence in Education/Student Alumni*

2.2 Multilingual Recognition

- James A. Downs, *Superintendent*
- Bertha Arreguin, *Director*
- Patricia Kelley, *Counselor*
- Ana Arteaga, *Teacher*
- Maria Velasco, *Parent*
- Luis Galicia, *Student*

2.3 California Distinguished School 2010 – Grand Terrace Elementary School

3.0 SCHOOL SHOWCASE

3.1 Colton High School

4.0 ADMINISTRATIVE PRESENTATIONS ~None~

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 – 16.

- Page 7 A-1 Approval of the April 8, 2010 and April 15, 2010 Meeting Minutes
- Page 26 A-2 Approval of Student Field Trips
- Page 29 A-3 Approval of Consultants for Staff Development
- Page 33 A-4 Approval of Consultant for Assembly Presentation
- Page 35 A-5 Approval of One-Year Contract Renewal with Edusoft (2010-11)
- Page 37 A-6 Approval of Agreement with University of California, Riverside Extension for Teaching the Gifted and Talented: *Recognizing Individual Differences* (May/June 2010)
- Page 39 A-7 Approval of Authorization for the District to Enter into Agreements with Colleges and Universities for Student Teaching and/or Internship Programs for the 2010-11 School Year
- Page 40 A-8 Approval of Amended Agreement with Clover Enterprises, Inc., to Provide Athletic Training Services at Colton and Bloomington High Schools (2010-11)
- Page 45 A-9 Approval of Appointment of District Representatives from Bloomington and Colton High Schools to California Interscholastic Federation (CIF) Leagues (2010-11)
- Page 46 A-10 Approval of Amended Agreement (Contract No. 03-734 A-8) with the County of San Bernardino Probation Department for a School Probation Officer (2010-11)
- Page 49 A-11 Approval of Amendment to the Agreement with All City Management Services, Incorporated, to Provide School Crossing Guard Services for the 2010-11 Fiscal Year
- Page 51 A-12 Approval of Agreement with Jacqueline Solorzano, Auditory Verbal Therapist to Provide Auditory Verbal Therapy to a Special Education Student at Bloomington High School (2010-11)

- Page 52 A-13 Approval of Renewal of Two-Year Contract for California School Management Group to Provide Consulting Services for E-Rate Years 14 and 15 (2011-12 and 2012-13)
- Page 59 A-14 Approval of Renewal of TeleParent Educational Systems, LLC Contract for 2010-11 through 2012-13
- Page 74 A-15 Acceptance of Gifts
- Page 77 A-16 Approval of Reimbursement for Damage to Employee Vehicle

B. Action Items

- Page 79 B-1 Approval of Amendment to the Superintendents' Contract
- Page 80 B-2 Approval of Order of Adoption of the Reduction in Workforce, Involving 142 Permanent and Probationary Certificated Employees
- Page 81 B-3 Authorization to Assign "Mild/Moderate-Level" Teachers to Teach Students with Autism Under Board Resolution During the 2010-11 School Year and During 2010 Summer School
- Page 82 B-4 Approval of Authorization to Assign Secondary Teachers to Teach Subject(s) Not Listed on Teaching Credentials Under Board Resolution During the 2010-11 School Year and During 2010 Summer School
- Page 83 B-5 Adoption of District Declaration of Need for Fully Qualified Educators 2010-11
- Page 84 B-6 Approval of Shared Contract for 2010-11 School Year
- Page 85 B-7 Approval of Personnel Employment
- Page 86 B-8 Approval of Conference Attendance
- Page 87 B-9 Approval of Purchase Orders
- Page 89 B-10 Approval of Disbursements
- Page 90 B-11 Approval of Contract Amendment with Harley Ellis Devereaux for the Colton High School New Math and Science Building and Interim Housing Projects
- Page 102 B-12 Approval of Reduction in or Partial Release of Retainage for AMPCO Contracting, Inc. (Bid Package No. 1) for the Grand Terrace High School Project
- Page 107 B-13 Approval of Subcontractor Substitution for Hanan Construction Company, Inc. (Category 10) for the Grand Terrace High School Project, Bid #08-14
- Page 118 B-14 Approval to Open a New Escrow Account for Deposit of Earned Retention for JPI Development Group, Inc. (Bid Package #15) for the Grand Terrace High School Project
- Page 124 B-15 Authorization to Re-bid the District Office Phone System Upgrade and Failover Installation Project

Page 125 B-16 Approval to Proceed with Parcel Tax Measure Feasibility Study

Page 126 B-17 Approval of Contract with Gresham Savage Nolan and Tilden, APC for Legal Services (May 14, 2010 through December 31, 2010)

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

Page 127 C-1 Approval of Amendment to Administrative Regulations:
AR 6146.1 (b) Graduation Requirements – Math

Page 138 C-2 Approval of Proposed Adoption of Board Policy and Administrative Regulations:
BP6173.1 Education for Foster Youth
AR6173.1 Education for Foster Youth

Page 144 C-3 Approval of Proposed Adoption of Board Policy and Administrative Regulations:
BP 5126.1 Seal of Biliteracy
AR 5126.1 Seal of Biliteracy

D. Action Items – Resolutions

Page 147 D-1 Adoption of Resolution *Celebrating Grand Terrace Elementary School as a California Distinguished School*

Page 149 D-2 Adoption of Resolution, *National Foster Care Month, May 2010*

8.0 ADMINISTRATIVE REPORTS

AR-8.1 Results of San Bernardino County Superintendent of Schools (SBCSS) Williams Settlement
Page 151 Visit for the Third Quarter 2009-10 – Jaime Ayala

AR-8.2 Budget Update – Jaime Ayala

AR-8.3 Facilities Update – Jaime Ayala

AR-8.4 Budget Subcommittee Update

AR-8.5 Curriculum Subcommittee Update

AR-8.6 Facilities Subcommittee Update

AR-8.7 ACE Representative

AR-8.8 CSEA Representative

AR-8.9 MAC Representative

AR-8.10 ROP Update

9.0 SUPERINTENDENT’S COMMUNIQUE

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/Employment/Release/Reassignment (Gov. Code 54957)
- ◆ Public Employee: Contract – Superintendent

11.3 Conference with Legal Counsel—Anticipated Litigation

Significant exposure to litigation pursuant to Government Code Section 54956.9(b)
Potential Case: 3

11.4 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
May 13, 2010**

CONSENT ITEM

TO: **Board of Education**

PRESENTED BY: James A. Downs, Superintendent

SUBJECT: **Approval of April 8, 2010 and April 15, 2010 Meeting Minutes**

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 April 8th and April 15th meeting minutes.

Colton Joint Unified School District

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



Minutes April 8, 2010 5:30 p.m.

The Board of Education of the Colton Joint Unified School District met for a Special Board Meeting on Thursday, April 8, 2010, 5:34 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 (*excused)

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 Member Patt Haro led in the renewal of the pledge of allegiance to the flag of the United States of America.

2.0 SPECIAL PRESENTATIONS

2.1 Facility Project Prioritization and Funding Options Workshop

Assistant Superintendent Ayala introduced the presenters for the Facility Project Prioritization and Funding Options Workshop:

- Harley Ellis Deveraux
- Seville Construction Services
- School Facility Consultants
- ALMA Strategies

The Harley Ellis Deveraux presentation included the latest design for the state of the art math and science wing at Colton High School. The plans for the new buildings incorporate a design that will preserve the historic Oak tree, on the south-west corner of Rancho and Valley, while blending the new additions with the existing buildings. The buildings were designed with sustainability in mind, utilizing natural lighting and ventilation. A color pallet for the exterior of the building was selected to complement the existing campus.

Seville Construction Services briefed the board on current facility projects. Robert L. Messier provided a funding overview, requesting direction on the Capital Improvement Program (CIP).
(EXHIBIT A)

Representatives from School Facility Consultants and ALMA Strategies collaboratively presented the final portion of the Facility Project Prioritization and Funding Options Workshop. School Facility Consultants provide full service facility consulting services, including state and federal funding, planning, developer fee justifications, and mitigation. ALMA Strategies provide integrated planning and consulting services which include construction and financial planning, asset management, and energy and solar consulting.

(EXHIBIT B)

In closing, Assistant Superintendent Ayala noted that the district would like to proceed with the plans for Bloomington and Colton High School's math and science buildings. He asked for direction from the board to proceed with the plans as outlined in the presentations.

The board requested that the district continue to research bridge financing options that will allow them to proceed with the plans and ensure that funds are available. They further requested a proposal prioritizing modernization plans and asked the district to keep them current on state funding opportunities.

3.0 SCHOOL SHOWCASE ~None~

4.0 ADMINISTRATIVE PRESENTATIONS ~None~

5.0 PUBLIC HEARING ~None~

6.0 PUBLIC COMMENT

Blue card—Specific Consent, Action, Study & Information or Closed Session Item:
White card—Items/Topics Not on the Agenda:

- *Manuela Sosa*, Inland Empire Scholarship Fund (IESF), announced her commitment to the education of Latino students. Over the past 12 years, 124 scholarships have been awarded to local students through IESF. She provided a list of past and present Colton High School students who will be rewarded with a scholarship on May 22, 2010.
- *Ed Gregor*, community member, addressed the topic of district projects funded by Measures B and G. He asked that all projects be completed with honesty and transparency.
- *Bill Hussey*, Measure B Committee member, asked the board to remain committed to completing projects in a timely manner. He acknowledged Director Grundman and the Facilities Department for continuing to do a great job. In reference to the football field at GTHS, he asked that the board think about the multipurpose function of the field when considering cuts to the original plan.
- *Jennifer Espinoza*, BHS student, Measure G volunteer, stated that she has not witnessed structural or classroom improvements since Measure G passed. She asked that the board consider fixing problems such as leaks in the ceiling, plumbing in the restrooms and girl's lockerroom prior to starting new projects.
- *Paul Russel*, Bloomington resident, urged the board to remain on task to complete GTHS according to the original timeline.
- *Dan Flores*, Measure B Committee member, requested that tonight's presentations be made available to the Measure B (G) Committee.
- *Kim Bathgate*, parent, volunteered many hours making telephone calls to residents promoting the benefits of Measures B and G. Ms. Bathgate asked the board to follow through with the promises made to the community when the measures were put on the ballot. She further asked the board to address basic issues of restroom plumbing, ceiling leaks and the condition of the girl's lockerroom at Bloomington High School.

The board directed the district to address the facility concerns at Bloomington High School immediately.

- *Gary Gossich*, Measure B and G Committee member, thanked the presenters for their informative presentations. He urged the board to work closely with the Measure B and G Committees by keeping an open dialogue.

7.0 ACTION SESSION ~None~

8.0 ADMINISTRATIVE REPORTS ~None~

9.0 SUPERINTENDENT'S COMMUNICATION ~None~

10.0 BOARD MEMBER COMMENTS ~None~

11.0 CLOSED SESSION ~None~

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

12.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION ~None~

13.0 ADJOURNMENT

At 7:21 p.m., Board President Albiso asked that a moment of silence be observed for Arturo Aguilar. Mr. Aguilar passed away on March 31st; he was the evening custodian at BHS since 2001.

The meeting was adjourned at 7:22 p.m. The next Regular Board of Education Meeting on April 15, 2010, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

DRAFT

COLTON JOINT UNIFIED SCHOOL DISTRICT

SPECIAL BOARD MEETING

**FACILITIES UPDATE
ON
CAPITAL IMPROVEMENT PROGRAM**

APRIL 8, 2010

Our People are the Difference

COLTON JOINT UNIFIED SCHOOL DISTRICT

Introduction

Purpose

- Brief Board on Facilities Activities
- Provide Funding Overview
- Board provide direction on the Capital Improvement Program (CIP)

2 of 17

Our People are the Difference

COLTON JOINT UNIFIED SCHOOL DISTRICT

Overview

- Board Initiatives
- Funding Overview
- Program Accomplishments
- Active and Planned Projects
- Program Activities Schedule

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Our People are the Difference

COLTON JOINT UNIFIED SCHOOL DISTRICT

BOARD INITIATIVES

In the interest of ensuring every tax dollar is spent cost effectively to the benefit of the District's children and taxpayers the Board has initiated the following cost effective measures.

- Program Management Team
- Reduce project costs
- Take advantage of current economy
- Demographics & Boundaries
- Master Site Planning BHS & CHS
- Master District-Wide Planning
- Lease Leaseback RFQ/RFP
- Architect / Engineer RFQ
- Funding Advisors.

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Our People are the Difference

COLTON JOINT UNIFIED SCHOOL DISTRICT

Sources of Funds

GO Bonds	Measure Amount	Bond Series	Bond Funds	State Match	State Status	Other	Total
B	\$102M	A,B& C	\$102M	\$97M	Rec'd	\$15M	\$214M
G	\$225M	A	\$45.5M	\$35.52M* \$17.75M \$17.77M	Pending* UF/APR SUBM	N/A	\$ 81M
Total			\$147.5M	\$132.5M		\$15M	\$295M

* Data Source: SFC 4/06/2010

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Our People are the Difference

COLTON JOINT UNIFIED SCHOOL DISTRICT

FUNDS

Measure B (Series A, B & C) \$102M

State Match on Measure B \$97M

Other \$15M

Measure G (Series A Net) \$45.5M

Total Funds \$259.5M
(Before Commitments)

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Our People are the Difference

EXHIBIT A

COLTON JOINT UNIFIED SCHOOL DISTRICT

FUNDS

Total **\$259.5M**
 Commitments **\$208.5M**

Currently Available **\$51M**

Unfunded Potential State Match \$35.5M

7 of 17 Our People are the Difference

COLTON JOINT UNIFIED SCHOOL DISTRICT

GRAND TERRACE HS #3

8 of 17 Our People are the Difference

COLTON JOINT UNIFIED SCHOOL DISTRICT

Uses of the Funds

Projects	Commit	B Expend	G Expend	State Expend	Other Expend	Total Expend
Active	\$121.6M	\$49.2M	\$0.6M	\$5.8M	\$0.5M	\$56.1M
Complete	\$77.1M	\$41.9M	N/A	\$20.7M	\$14.5M	\$77.1M
On-Hold	\$9.8M	\$7.0M	\$0.9M	\$1.8M	N/A	\$9.8M
TOTAL	\$208.5M	\$98.2M	\$1.5M	\$28.3M	\$15.0M	\$143.0M

(Data Source: District Report of March 15, 2010)

9 of 17 Our People are the Difference

COLTON JOINT UNIFIED SCHOOL DISTRICT

MAJOR MODERNIZATIONS

BHS, CHS
ROGERS ES, SMITH ES

GYMNASIUMS

ADA COMPLIANCE

RESTROOMS

10 of 17 Our People are the Difference

COLTON JOINT UNIFIED SCHOOL DISTRICT

Use of Funds by School Type

FUNDING	ES	MS	HS	ALL
Measure B	\$13.84M	\$4.71M	\$79.50M	\$98.05M
Measure G	\$0.00M	\$0.87M	\$ 0.21M	\$1.08M
State Match	\$3.12M	\$1.85M	\$23.31M	\$28.28M
School Facility Program				
Capital Facility Fund	\$6.42M	\$1.87M	\$0.67M	\$8.96M
Other	\$4.10M	\$1.45M	\$1.08M	\$6.63M
TOTAL	\$27.50M	\$10.75M	\$104.77M	\$143.00M

(Data Source: District Report of March 15, 2010)

11 of 17 Our People are the Difference

COLTON JOINT UNIFIED SCHOOL DISTRICT

NEW AND MODERNIZED AND CLASSROOMS

ROGERS AND SMITH ELEMENTARY SCHOOLS

Sycamore, Lincoln, Grant, Birney, Lewis, Wilson, Crestmore, Zimmerman, Cooley Ranch, and Grimes Elementary Schools

12 of 17 Our People are the Difference

COLTON JOINT UNIFIED SCHOOL DISTRICT

Accomplishments

PROJECT	ES	MS	HS	TOTAL
New Bldg	-	2	2	4
Modern	18	4	6	28
Demolition	1	-	1	2
Athletic	-	-	8	8
Interim Hs	5	-	3	8
Relocatables	30	5	8	43
Alarm/LV	3	1	-	4
Shelters	4	1	2	7
Classroom	69	21	72	162
Restrooms	4	3	3	10

(Data Source: District Report of March 15, 2010)

COLTON JOINT UNIFIED SCHOOL DISTRICT

Planned Projects

BHS MATH & SCIENCE



Middle School #5



CHS MATH & SCIENCE



COLTON JOINT UNIFIED SCHOOL DISTRICT

Planned Projects

SCHOOL	COST TO COMPLETE	STATE UNF/APPR	STATE APPLIED	Bond Funds Required
BHS Math & Science	\$15.82M	-\$8.18M*	N/A	\$7.64M
CHS Math & Science	\$19.88M	-\$9.57M*	-\$2.96M	\$7.35M
MS #5 RIALTO	\$38.86M	N/A	-\$14.81M	\$24.05M
BHS Cafeteria	\$8.00M	N/A	-\$2.0M	\$6.00M
CHS Cafeteria	\$8.00M	N/A	-\$2.0M	\$6.00M
TOTALS	\$90.56M	\$17.75M	\$21.77M	\$51.04M

(Data Source: SFC April 6, 2010)

COLTON JOINT UNIFIED SCHOOL DISTRICT

Construction Schedules


Calendar	Q2 2010	Q3 2010	Q4 2010	Q1 2011	Q2 2011	Q3 2011	Q4 2011	Q1 2012	Q2 2012	Q3 2012	Q4 2012
BHS Math & Science Bldg	Construction										
BHS Cafeteria & Multi-purpose Bldg					Construction						
CHS Math & Science Bldg				Construction							
CHS Cafeteria & Multipurpose Bldg					Construction						
New Middle School #5	Early Construction		Late Construction								

COLTON JOINT UNIFIED SCHOOL DISTRICT

Program Manager Activities

	Q2 Y10	Q3 Y10	Q4Y10
Master Plan BHS & CHS	✓		
District-Wide Master Plan	✓	✓	
Lease-Leaseback RFQ	✓	✓	✓
Architect/Engineer RFQ	✓		
Outreach	✓	✓	✓
Quarterly Report	✓	✓	✓
Program Evaluation Report	✓		

COLTON JOINT UNIFIED SCHOOL DISTRICT



Measures B & G



Your Bond Dollars at Work!



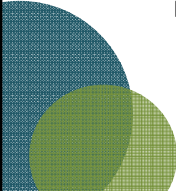
Facilities Update

April 8, 2010

SCHOOL FACILITY CONSULTANTS ALMA STRATEGIES

Colton Joint Unified School District

Facilities Workshop Funding and Financing April 8, 2010



SCHOOL FACILITY CONSULTANTS ALMA STRATEGIES

School Facility Consultants

- Full Service Facility Consulting
 - State & Federal Funding
 - Planning, Developer Fee Justifications and Mitigation
- Established in 1986
- Represents over 200 school Districts
- Over \$3 Billion Secured for K-12 Clients
 - Modernization, New Construction, Joint-Use, Career Technical Education, Overcrowding Relief Grant

SCHOOL FACILITY CONSULTANTS ALMA STRATEGIES

ALMA Strategies

- Integrated Planning & Consulting
 - Construction Planning
 - Financial Planning
 - Asset Management
 - Energy/Solar Consulting
- An SFC Affiliate
 - Principals have worked with SFC for over 20 years

SCHOOL FACILITY CONSULTANTS ALMA STRATEGIES

The Effect of the Economy on School Facility Funding and Finance

- Cash Flow Crisis
 - Unique, hopefully temporary, inability of school districts to access authorized cash due to current economy and ongoing State Budget Crisis
 - Limited access to State bonds now dependent on when the State decides to sell bonds rather than the District driving the access to State cash by entering into contracts
 - Limited access to Measure G bond authorization because of decline in Assessed Valuation (AV) and tax rate limits

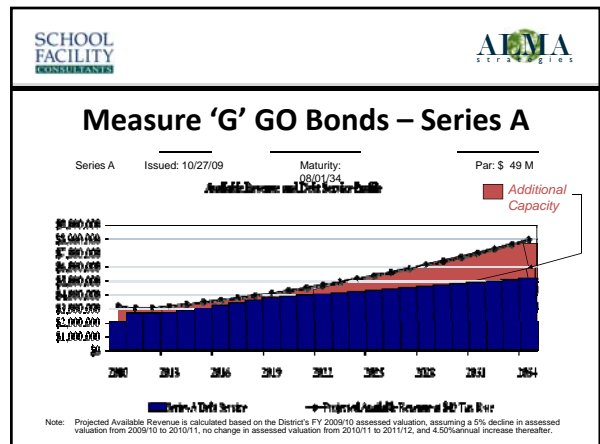
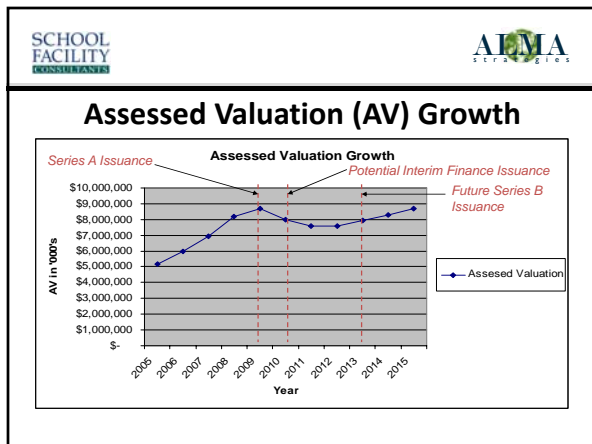


EXHIBIT B

Status of State Bond Sales

- State froze automatic disbursements of State bond funds on December 18, 2008
- Since then, State school bonds have been sold sporadically, typically in Spring and Fall
- Total remaining State funds authorized totals approximately \$5.7B
- Approximately \$3.4B in line awaiting disbursement of funds
- 2009 bond sales totaled approximately \$2.6B
- Bond sales in March 2010 totaled approximately \$1.3B
- State plans to allocate the March 2010 sales to projects in the coming months
- SAB may consider prioritizing "construction ready" projects as an alternative to traditional date order/first in – first out funding
- The March 2010 sales may include funding for the District. Colton HS M&S (\$9.5M) is the highest District project on the list of unfunded approvals.
- Once funding is allocated, the District has a maximum of 18 months to enter into binding contracts for 50% of the construction work in the project and request the funds to be released

Review of District Projects

The Board has prioritized the following projects:

- Bloomington High School – Math and Science Building
- Colton High School – Math and Science Building
- Middle School #5
- Bloomington High School – New Cafeteria/Multipurpose Room
- Colton High School – New Cafeteria/Multipurpose Room

State Funding Review

Project	Estimated State Funding*	Funding Status	Likelihood of Funding Based on Date Order/First In- First Out Funding
Bloomington HS Math & Science	\$8.18M	Unfunded Approved	Within current State bond authorization. Timing of funding is the question. Hopefully approved for funding late 2010 or 2011.
Colton HS Math & Science (ORIG)	\$9.57M	Unfunded Approved	Within current State bond authorization. Timing of funding is the question. Hopefully approved for funding in 2010.
Colton HS Math & Science (N/C)	\$2.96M	Submitted	Likely within current State bond authorization. If within bond authorization, hopefully approved for funding by 2011 or 2012.
MS #5	\$14.81M	Submitted	Likely within current State bond authorization. If within bond authorization, hopefully approved for funding by 2011 or 2012.
Bloomington HS Cafeteria/Multipurpose	\$2.00M	Not Yet Submitted	May not be within current State bond authorization. May be reliant on future State bond and eligibility at the time of project submittal.
Colton HS Cafeteria/Multipurpose	\$2.00M	Not Yet Submitted	May not be within current State bond authorization. May be reliant on future State bond and eligibility at the time of project submittal.
Total	\$39.52M		
Potential Additional State Eligibility	\$9.80M	Not Yet Submitted	May not be within current State bond authorization. May be reliant on future State bond and eligibility at the time of project submittal.

*As of April 6, 2010

Potential Options for Moving Projects Forward

- Cash-based Approach**
 - Move projects forward with cash-on-hand and future projects when future local or state bonds become available to reimburse or move new projects forward
 - No risk, but only allows the District to move forward projects to the extent that they have cash-on-hand to do so.
- Cash/Financing-based Approach**
 - Move a larger group of projects forward with cash on hand and financing structured to pay debt service and/or retire financing when future local or state bonds become available to reimburse or move new projects forward.
 - Structured to mitigate cash flow issues and move a larger number of projects forward to meet more of the District's facility needs more quickly in a good current bid climate.
 - Structured to repay borrowing out of future authorized local and state funding to mitigate risk of borrowing (i.e., limit exposure of the general fund).

Cash-Based Option

Cash Basis	Cost to Complete	Cummulative
Bloomington HS, M&S	\$ 15.82	\$ 15.82
Colton HS, M&S	\$ 19.88	\$ 35.70
Middle School # 5	\$ 38.86	\$ 74.56
Bloomington HS, New Cafeteria/MP	\$ 8.00	\$ 82.56
Colton HS, New Cafeteria/MP	\$ 8.00	\$ 90.56
TOTAL	\$ 90.56	

Available Funding (Cash)	
Other Capital Facility Funds	\$ 5.50
Measure G Series A	\$ 45.50
Total Available Funding (Cash)	\$ 51.00
Cash Gap	\$ 39.56

*Cash Gap: If CJUSD were to start all these projects immediately

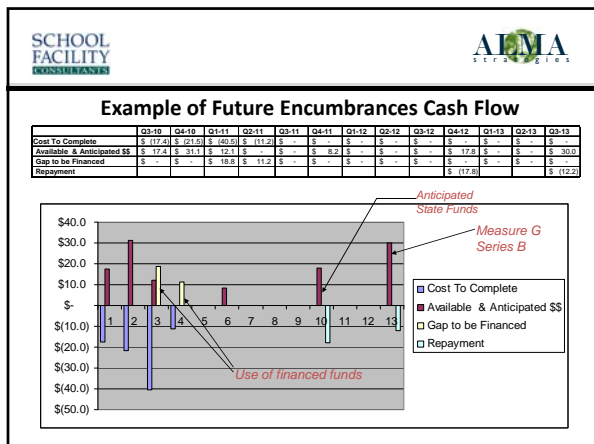
Cash/Financed Based -Option

Anticipated Revenue	
Unfunded Approved State Funds	\$ 17.75
Measure G Series B	\$ 30.00
Future State Funds	\$ 17.77
Total Anticipated Revenue	\$ 65.52

*Assuming all assumptions hold during horizon

Anticipated Revenue	\$ 65.52
-Cash Gap (today)	\$ 39.56
AR > Gap by:	\$ 25.96

This is a good thing! District has anticipated \$\$ to pay loans!



Financing Options (in \$M's)

Options	Available Funds	Amount to be Financed	Total Funds to Complete Work	Potential Cost (Interest)	Risk	AV Growth Assumption	Issues
Option 1	\$ 51.0	\$ -	\$ 51.0		No Risk		Slower delivery of program
Option 2	\$ 51.0	\$ 30.0	\$ 81.0	+/- 3.0%+	Low Risk	4.5%	Anticipated revenue covers debt
Option 3	\$ 51.0	\$ 45.0	\$ 96.0	+/- 3.5-4.5%+	Medium Risk	4.5%	Anticipated revenue covers debt, but makes timing of anticipated revenue very critical
Option 4	\$ 51.0	\$ 60.0	\$ 111.0	+/- 5.5%+	High Risk	6%+	Anticipated revenue is very close to amount of debt. High risk is not good.

There are many options to structure a debt issuance, which will be sorted out once the team is assembled.

STRATEGY & INSTRUMENTS

- Only borrow what is critically needed and can be repaid timely
- Consider the possibility of issuing debt in two phases, to hedge uncertainty of State funding
- Focus on the most economical and applicable financial instruments for this type of interim effort. These will vary based on market conditions and financing structure

Two examples of financing instruments that may be better suited for this effort are:

Instrument	Type	Term	Rate	Flexibility	Time of Issuance
Bond Anticipation Notes (BAN's)	Bridge Loan	Up to 5 years	2% to 4% depending on maturity and other terms	Flexible	60 to 120 days
Certificates of Participation (COP's)	Long Term Loan (Lease)	20 to 30 years	5% to 6% depending on maturity and other terms	Extremely Flexible	60 to 120 days

- Suggested Next Steps**
- Decide on Interim Financing
 - Suggested Strategy: \$30M + \$15M
 - Hedge on State funds
 - Start the Process
 - Align Interim Financing timeline with project schedules
 - Assemble the team
 - Underwriters, bond counsel, etc

- Benefits & Challenges**
- Benefits
 - Advance projects and capitalize on soft construction market
 - Savings in construction costs may be equal or better than financing costs
 - Challenges
 - The speed of recovery is key
 - State funding & assumptions may change



Colton Joint Unified School District

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



Minutes April 15, 2010 5:30 p.m.

The Board of Education of the Colton Joint Unified School District met for a Regular Board Meeting on Thursday, April 15, 2010, 5:34 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	(Arrived 5:53 p.m.)
Mr. Robert D. Armenta Jr.	
Mrs. Marge Mendoza-Ware	(Excused at 8:07 p.m.)

Staff Members Present (*excused)

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 Member Frank Ibarra led in the renewal of the pledge of allegiance to the flag of the United States of America.

2.0 SPECIAL PRESENTATIONS

2.1 Employee and Education Partner Recognition

Gail Darby, Pupil Personnel Service secretary, was awarded the Classified Employee of the Month honor by Director Helen Rodriguez, PPS. Ms. Darby was recognized for her professional and caring outlook - despite her tremendous workload she is always pleasant and helpful. She is able to successfully balance several complex duties, the needs of administrators, public and staff while scheduling IEPs for multiple school sites. Her time management skills are impeccable, she is extremely knowledgeable, computer savvy and works well others.

Denise Adams, 2nd grade teacher, Smith Elementary School was recognized as the Certificated Employee of the Month by Principal Brian Butler. Mr. Butler was pleased to acknowledge Ms. Adams as a caring and concerned teacher who spends a great deal of her time and money to enhance her students' educational experience. Mr. Butler shared comments from Ms. Adams' 2nd grade class. They described her as very nice and tall, always helping, respecting others, that she shares and is a good teacher. The staff at Smith Elementary share similar sentiments adding that Ms. Adams is eager to offer assistance, lends a listening ear and is truly appreciated by all.

Ernesto Calles, Assistant Principal, Smith Elementary School was also recognized by Principal Butler. Mr. Calles was awarded the honor as Management Employee of the Month as he has proven to be an excellent educator and an outstanding administrator. Mr. Calles has the best interest of all students in mind. He is always respectful to staff, parents and students alike. When asked about their assistant principal, Smith students responded that Mr. Calles is buff, wears cool glasses, he is nice and helpful. Staff at Smith refer to Mr. Calles as a proud person, easy to get along with, professional, a great colleague and friend.

Following the employee recognition, Mr. Calles announced that team "CJUSD" will participate in the Colton Relay for Life event, Saturday, May 15th through Sunday, May 16th at the Colton High School football field. Employees are encouraged to participate in the worthy cause and may register at www.relayforlife.org/coltonca.

Victor & Diane Vollhardt, Education Partners for the month of February, were honored by Helen Bunch, district nurse, and Arrowhead United Way. For over 25 years, Mr. and Mrs. Vollhardt serviced the students and community of the CJUSD. They arranged for dental services for students who could not afford dental care. Year after year, they set up monthly clinics at the school sites, sent out notices and service reminders. Mrs. Vollhardt often visited the sites with homemade cookies for employees who assisted her in facilitating the program. Arrowhead United Way, which provides 100% of the funding for Colton Children Services, expressed deepest gratitude for Mr. and Mrs. Vollhardt's years of volunteerism.

Karen Darnell, was presented the Education Partner award for the month of March by Principal Mannes, Paul J. Rogers Elementary. Mrs. Darnell is known as a devoted community member, responsible for coordinating a partnership with Loma Linda University. The Rogers-LLU partnership brings LLU students into the classroom to assist with science projects. LLU students encourage and support Rogers students while creating an awareness of post-secondary educational opportunities. Mrs. Darnell is focused on increasing parent involvement through volunteer-parental training, which provides parents a foundation to successfully volunteer in their children's classrooms.

3.0 SCHOOL SHOWCASE

3.1 Bloomington High School

Bloomington High School students Jasmin Villarreal, Chelsea Lesniak and Viviana Magallanes provided a brief update on curricular and non-curricular student activities. In March 98% of BHS students participated in the California High School Exit Exam (CAHSEE). Results from the test will be released in mid May; BHS is expecting a 3-5% increase in pass rate and proficiency levels. The BHS counseling team has been very busy preparing students for college. In April they will host the College Fair field trip, parent workshops, community college workshops, AP testing will begin on May 3, 2010. Several BHS seniors have received academic and athletic scholarships and will be attending college in the fall, 48 students have been admitted into the UC system, of those 48, 26 have already enrolled.

BHS non-curricular and athletic programs continue to thrive. The girls' soccer and cross country won league championships and the boys wrestling team won league and CIF with a 20-0 record in dual meets. Two choirs from BHS attended a choral festival hosted by the Southern California Vocal Association. FFA attended the Cal Poly Pomona field day with the Vegetable Crops team and plan to participate in the FFA Conference in Fresno April 17th - 20th. NJROTC continue to support charitable and community activities such as Clean-Up day at Fontana Vangle Nature Preserve and the Sacred Heart Academy Veterans Day Honor Guard. In April they will participate in the Annual Bloomington/Colton Field Meet. Language! Classes are progressing well with seven sections ranging from levels A-E. Recently, 67 English learner students were reclassified into mainstream class and will continue to receive support as they transition.

Last month WASC completed its review of the on-site midterm review visiting committee report for BHS. The final report indicated that BHS has given appropriate attention to all critical areas and their accreditation is now reaffirmed through the end of June 2013.

4.0 ADMINISTRATIVE PRESENTATIONS

4.1 Marketing Plan

Katie Orloff, Communications Manager, reviewed the district's marketing plan, including a six month timeline, focused on communication and marketing. The district's Strategic Plan, Strategy #1 – Communication, outlines specific avenues of communication the district will implement and focus on in order to promote effective and accurate communication. The following are areas of focus under Strategy #1:

- Strategy #1.1 – Website
- Strategy #1.2 – Translation and Interpretation
- Strategy #1.3 – Telephone and Computer Communication
- Strategy #1.4 – Parent Contact and Communication
- Strategy #1.5 – Public and Internal Communication
- Strategy #1.6 – Internal Communication

Over the next six months, the district will continue to focus on internal and external communication. There are plans to roll out the district's new website which will feature streamlined websites for all schools, district departments, budget and facility updates, and much more. In June, the district will begin building a database of parent emails to send out the district newsletter electronically. The Marketing Committee will develop effective strategies to continue and create successful communication (marketing) strategies to promote the progress, accomplishments, goals, and challenges of the district.

5.0 PUBLIC HEARING ~None~

6.0 PUBLIC COMMENTBlue card—Specific Consent, Action, Study & Information or Closed Session Item:

- *Eva Davalos*, middle school teacher, expressed concern for Consent Item A-7, Approved Course Description for Pre-Algebra, Grades 9-10 (Beginning June 2010).
- *Ely Rivera*, parent, spoke in support of the teachers at McKinley Elementary School, who recently received pink slips. She claimed that losing these valuable teachers would negatively impact students.

White card—Items/Topics Not on the Agenda:

- *Anita Peukert*, district curriculum program specialist, thanked the superintendent and board for extending the SERP and revising the benefits included in the base salary.
- *Starlet Taylor*, Colton Middle School teacher, shared her concerns and the challenges she faces due to the proposed reduction in force.
- *David Buczkowski*, Colton Middle School teacher, addressed the effects the proposed reduction in force would have on the English learner program. Mr. Buczkowski inquired as to how many furlough days are needed to avoid a reduction in certificated force.
- *Arlene Flores*, CJUSD employee, spoke in opposition of the reduction in force, especially as it relates to reduction of English language learner teachers. She is concerned about the negative impact the reductions will have on student academic success.
- *Georgene Dixon, Karen Houck and Chris Gabriel*, CJUSD employees, asked for board support in resolving the concerns they have raised with regard to the Pupil Personnel Services management.
- *Gil Navarro*, education advocate, expressed support of Pupil Personnel Services management. Mr. Navarro also spoke to the subject of Child Find and Youth at Risk.

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

11.0 CLOSED SESSION

At 6:41 p.m., Board President Albiso announced that the board would recess to closed session to discuss the following items on the closed session agenda:

- 11.1 • Student Discipline, Revocation and Re-entry
- 11.2 • Public Employee: Discipline/Dismissal/Employment/Release/Reassignment (Gov. Code 54957)
 - Public Employee: Employment
 - Title: Director, Facilities
 - Public Employee: Contract – Superintendent
- 11.3 • Conference with Legal Counsel—Anticipated Litigation
- 11.4 • Conference with Labor Negotiator

12.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION

The Board meeting reconvened at 8:07 p.m. Board President Albiso reported on action taken in closed session.

12.2 Personnel

- #212 ♦ **Public Employee: Discipline/Dismissal/Employment/Release/Reassignment** (Gov. Code 54957)
- #212.1 On a motion by Board Member Mendoza-Ware, seconded by Board Member Albiso and carried on a 7-0 vote, the Board approved the release and reassignment of three certificated administrative employees for 2010-11.
 - Employee #1298 shall be released from the administrative position of Assistant Superintendent, Student Services Division, effective June 30, 2010, and reassigned to the position of Director, Student Services Division, for 2010-11 school year.
 - Employee #3046 shall be released from the administrative position of Director, Educational Services Division (9-12), effective June 30, 2010, and reassigned to the position of Coordinator, K-12 Instruction, for 2010-11 school year.
 - Employee #2375 shall be released from the administrative position of Director, Educational Services Division (7-8)/Assessment & Evaluation, effective June 30, 2010, and reassigned to the position of Coordinator, Assessment & Evaluation, for 2010-11 school year.

The board directed the superintendent of his designee to serve notice on affected employees.

#213 ♦ Public Employee: Administrative Employment○ **Title: Director, Facilities**

- #213.1 On a motion by Board Member Zamora, seconded by Board Member Taylor and carried on a 7-0 vote, the Board employed *Daryl Taylor*, Director of Facilities

♦ **Public Employee: Contract – Superintendent ~No Report~**

12.1 Student Discipline, Revocation, and Re-entry

#214
#214.1 On a motion by Board Member Zamora and seconded by Board Member Taylor, and passed on a 6-0 vote (Mendoza-Ware absent), the board approved staff's recommendation for student discipline items 1-8 as presented.

- | | |
|------------|-----------|
| 1. 143013 | 5. 114263 |
| 2. 1033397 | 6. 119337 |
| 3. 113817 | 7. 141302 |
| 4. 93847 | 8. 161434 |

12.3 **Conference with Legal Counsel—Anticipated Litigation ~No Report~**
Significant exposure to litigation pursuant to Government Code Section 54956.9(b)
Potential Case: 3

12.4 **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)

7.0 ACTION SESSION

A. Consent Items

#215 On motion of Board Member Taylor and Board Member Armenta, and passed on a 6-0 (Mendoza-Ware absent), the Board approved Consent Items #A – 1 through #A – 9 as presented.

- #215.1 A-1 Approved Minutes: Regular Meeting, March 25, 2010
- #215.2 A-2 Approved Student Field Trips (**EXHIBIT A**)
- #215.3 A-3 Approved Consultants for Staff Development (**EXHIBIT B**)
- #215.4 A-4 Approved Participation in the English Language Acquisition Program (ELAP), Funding Year 2010-11
- #215.5 A-5 Approved the Memorandum of Understanding and Agreement (C-1002243) with Riverside County Superintendent of Schools for Participation in the RCOE/CSUSB Internship Program (2009-10)
- #215.6 A-6 Approved Memorandum of Understanding Between the Colton Joint Unified School District and the San Bernardino County Superintendent of Schools, Nutrition Program (#10/11-0024) 2010-13
- #215.7 A-7 Approved Course Description for Pre-Algebra, Grades 9-10 (Beginning June 2010)
- #215.8 A-8 Accepted Gifts (**EXHIBIT C**)
- #215.9 A-9 Approved to Pay Retiree Dinner Costs

B. Action Items

#216 On motion of Board Member Zamora and Board Member Taylor, and carried on a 6-0 vote (Mendoza-Ware absent), the Board approved Action Items #B–1 through #B–5 and Action Items #B–8 through #B–16 as presented (Action Item B-6 was withdrawn and Action Item B-7 was pulled for separate consideration).

- #216.4 B-1 Approved Personnel Employment (**EXHIBIT D**)
- #216.2 B-2 Approved Conference Attendance (**EXHIBIT E**)
- #216.3 B-3 Approved Shared Contract for 2010-11 School Year
- #216.4 B-4 Approved Purchase Orders
- #216.5 B-5 Approved Disbursements

- Withdrawn #216.6 B-6 ~~Adopted Resolution No. 10-09 Authorizing Signatories for State School Facilities Program, Documentation, and CEQA Officers~~
- #216.6 B-8 Approved to Close School Facility Sub-funds 9730 through 9734
- #216.7 B-9 Rejected Construction Bids for Middle School #5 (Bid #08-16)
- #216.8 B-10 Awarded Bid 10-02 to MDE Group, Inc. for the Bloomington High School – Relocatable Classrooms and Restroom Addition Project
- #216.9 B-11 Approved Subcontractor Substitution for Hanan Construction Company, Inc. (Category 10) for the Grand Terrace High School Project, Bid #08-14
- #216.10 B-12 Approved Operational Agreement with Option House, Inc. to Provide Information and Assistance to Students and their Families who are Victims of Domestic Violence
- #216.11 B-13 Approved the Cooperative Agreement Between the City of Rialto and the Colton Joint Unified School District for the Interstate-10/Riverside Avenue Interchange Detour Project
- #216.12 B-14 Approved Title 1, Part A Section II (e) Waiver Application (2009-10 Fiscal Year to the 2010-11 Fiscal Year)
- #216.13 B-15 Approved Agreement with NTD Architecture to prepare a Districtwide Master Plan
- #216.14 B-16 Approved Additional Action as Required to Maintain a Positive Certification for the 2009-10 Second Interim Report

At the request of the board, Assistant Superintendent presented the Budget Update prior to the board voting on Action Item B-7.

On March 25, 2010, the board approved the 2009-10 Second Interim Financial Report with a Positive Certification. After reviewing the report, the San Bernardino County Office of Education determined that additional action is required in order to accept the Positive Certification. The county directed the district to construct and submit a fiscal plan that identifies specific sources of revenue and areas of expenditure reductions that are to be implemented in the 2010-11 fiscal year; they are as follows:

- A SERP has been approved by the board with an April 30th enrollment deadline. It is estimated that the SERP may realize \$1.66 million in savings in 2010-11. A report will be prepared summarizing the number of participants. The actual savings will ultimately be determined by the number of positions that remain vacant.
- Based on a recent actuarial study, workers comp contributions can be reduced, which will result in savings of approximately \$1 million in 2010-11.
- On March 25, 2010, the board approved a plan to have the district's transportation department take over the transportation of sixty CJUSD special needs students that receive educational services through the East Valley SELPA. The county presently provides the transportation services. As previously reported, taking over the transportation should save the district approximately \$315,000 per year. Staff will prepare an update on this analysis to further refine the amount of the projected savings.
- For 2010-11 the mandated cost and lottery designations totaling \$3.89 million will be utilized.
- Curtailing other services and programs in 2010-11 may provide additional savings of approximately \$675,000. This can be accomplished by increasing the walking distance by one-half mile for students using bus transportation and by eliminating some sports programs. Staff will prepare a report identifying other potential sources of savings.

#217 On motion of Board Member Zamora and Board Member Ibarra and carried on a 6-0 vote (Mendoza-Ware absent), the Board approved Action Item #B – 7 as presented.

#217.1 B-7 Adopted Resolution 10-14 for 2010-11 Temporary Borrowing from the County of San Bernardino Auditor/Controller-Recorder's Office

C. Action Items – Board Policy – First Reading

#218 On motion of Board Member Taylor and Board Member Haro and carried on a 6-0 vote (Mendoza-Ware absent), the Board approved Action Items, Board Policy, #C–1 through #C–3 as presented. These items will be presented at the next board meeting as a *Second Reading*.

#218.1 C-1 Approved Amendment to Administrative Regulations:
AR 6146.1 (b) Graduation Requirements – Math

#218.2 C-2 Approved Proposed Adoption of Board Policy and Administrative Regulations:
BP6173.1 Education for Foster Youth
AR6173.1 Education for Foster Youth

- #218.3 C-3 Approved Proposed Adoption of Board Policy and Administrative Regulations:
BP 5126.1 Seal of Biliteracy
AR 5126.1 Seal of Biliteracy

D. Action Items – Resolutions

- #219 On motion of Board Member Zamora and Board Member Haro and carried on a 6-0 vote (Mendoza-Ware absent), the Board approved Action Items, Resolutions, #D-1 through #D-3 as presented.
- #219.1 D-1 Adopted Resolution, *California Day of the Teacher*, May 12, 2010
- #219.2 D-2 Adopted Resolution, *Classified School Employee Week*, May 16 – 22, 2010
- #219.3 D-3 Adopted Resolution, *National School Nurse Day*, May 12, 2010

8.0 ADMINISTRATIVE REPORTS

AR-8.1 **Quarterly Uniform Complaint Report Summary (January through March 2010)**

AR-8.2 **Budget Update** – *Presented prior to taking action on Action Items, Board Policy*

AR-8.3 **Facilities Update**

Assistant Superintendent Ayala provided the board with a written Facilities Update which included information on several projects at Grand Terrace High School. Temporary power and lighting has been installed, site grading is approximately 80% complete with the exception of the baseball fields, all underground plumbing and electrical work is 75% complete, and sewer connections are complete. Over the next six months, concrete walls will be constructed and all building foundations are scheduled for completion by October 2010; structural framing will begin in June. Currently, the construction project is on schedule for completion by August 2011.

Demolition of 17 portables at Bloomington High School is scheduled to begin in June 2010 in preparation for the math and science interim housing project. Installation of 16 classrooms and one restroom at the north end of the campus is scheduled to be completed by August, prior to the 2010-11 school year.

AR-8.4 **Budget Subcommittee Update** ~No Report~

AR-8.5 **Curriculum Subcommittee Update** ~No Report~

AR-8.6 **Facilities Subcommittee Update** ~No Report~

AR-8.7 **ACE Update** ~No Report~

AR-8.8 **CSEA Update**

First Vice President Joe Olivares announced that CSEA will begin negotiations and do not foresee any stumbling blocks that may hamper their efforts. Mr. Olivares thanked the district and board for approving the SERP and extending the offer to classified employees for the second year in a row. This Tuesday, the Political Action Committee will conclude interviews for candidates wishing to run for a position on the Colton Joint Unified School District Board of Trustees. Following the interviews, CSEA will bring their recommendations before their members for a final vote.

AR-8.9 **MAC Update** ~No Report~

AR-8.10 **ROP Update** ~No Report~

9.0 SUPERINTENDENT'S COMMUNIQUE

Superintendent Downs highlighted some of the many events involving students and employees of the Colton Joint Unified School District. Colton Middle School will host the CSUSB and AT&T College Bus Tour on April 19th, the District Festival of Bands, which includes all band students, elementary and secondary, will perform at the Ken Hubbs Gym on April 20th, the Whitmer Auditorium will play host to Terrace View's production of *Aladdin Jr.*, April 22nd - 24th, the City of Colton will induct new members into the Colton Sports Hall of Fame on April 23rd, Ruth O. Harris Middle School will host the 2010 CJUSD Health Fair on April 28th. The 23rd Annual Multilingual Recognition Banquet will be held on Friday, April 30th, three CJUSD employees, including Superintendent Downs, one student, and one parent have been nominated to receive a multilingual award. The district was recently notified by the California Department of Education that they have successfully met all of the annual measurable achievement objectives and is no longer under Title III, Year 4, Program Improvement. Superintendent Downs commented on Bloomington High School's victorious wrestling season and congratulated Coach Schaefer as he was named The Sun's Coach of the Year. Superintendent Downs also noted that the Communiqué is available on the district website <http://www.colton.k12.ca.us/>

10.0 BOARD MEMBER COMMENTS

Board Member Taylor encouraged all board members and district employee to attend Terrace View's *Aladdin Jr.* performance at Colton High School's Whitmer Auditorium. He is optimistic that, once again, all CJUSD schools will report significant growth following the spring testing.

Board Member Haro announced that, once again, the Colton Joint Unified School District will be represented at the California State Science and Engineering Fair on May 17th and 18th at the California Science Center at Exposition Park/USC in Los Angeles. Jurupa Vista student, Gavin Williford, and Bloomington Middle School student, Yosira Hernandez received gold medals at the RIMS Inland Science and Engineering Fair at the National Orange Show. Miss Hernandez also received an award for her project from the U.S. Forest Service's Forest Fire Laboratory. Board Member Haro announced National School Bus Driver Day and recognized all district bus drivers for safely transporting students to and from school, field trips, and other events. In closing, she shared excerpts from an article published in a CJUSD newsletter; the 1971 article addressed many issues the district is currently faced with including budget realignments. Board Member Haro encouraged the board and district to remain positive and just, as we made it through tough times in 1971; we will make it through in 2010.

Board Member Ibarra expressed thanks for the leadership Assistant Superintendents Gainey-Stanley and Ayala have provided for the curriculum, facility, and budget subcommittees. He reported on the successful mock interviews hosted by the Colton-Redlands-Yucaipa ROP. Lastly, Board Member Ibarra thanked everyone who generously extended their support to his family following the passing of his father.

Board Member Zamora ~ *No comment*~

Board Member Armenta ~ *No comment*~

Board Member Albiso asked the district to continue the open communication with employees and community members with regard to the budget.

13.0 ADJOURNMENT

The meeting was adjourned at 8:41 p.m. The next Regular Board of Education Meeting on May 13, 2010, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

EXHIBIT A, FIELD TRIPS: Regular Meeting April 15, 2010

Site	Date	Depart	Return	Destination	Activity/Background	Grade	Teacher	Cost	Funding	Strategic Plan*
BHS	4/17/10 (Sat)	8:30 am	11:30 pm	Western HS (competition) Disneyland (award ceremony) Anaheim, CA (District)	<i>Music in the Park</i> Students will participate in a choir festival & competition.	9-12	Ryan Duckworth Vanessa Duckworth (37) + 1	\$2,807	SLI	Strategy #1
BHS	4/30/10 to 5/2/10 (F/S/S)	7:00 am	6:00 pm	Cal Poly-San Luis Obispo San Luis Obispo, CA (District)	<i>FFA State Finals</i> Students will participate in the state FFA leadership conference.	9-12	Desiree Trap (7) + 1	\$981.04	Ag. Incentive Perkins	Strategy #1
Grimes	6/2/10 to 6/3/10 (W/Th)	2:00 pm	6:00 pm	SeaWorld Adventure Camp San Diego, CA (District)	<i>SeaWorld Adventure Camp</i> As a reward for academic and behavioral success, students will receive a behind-the-scenes educational experience by veterinarians, zoologists, animal trainees, and educators that is aligned with the State Science Standards (Life Sciences).	6	Mark Swanson Johnny Duran Denise Ramirez (85) + 6	\$13,200	Mandated Costs	Strategy #1

EXHIBIT B, CONSULTANTS FOR STAFF DEVELOPMENT: Regular Meeting, April 15, 2010

Site	Date	Time	Program/Purpose	Location	Consultant(s)	Cost	Funding	Strategic Plan*
District Office/ Ed. Services Division	5/24/10 to 5/28/10	7:45 am to 3:00 pm	<i>Language! 4</i> To provide a five-day training designed to prepare K-6 teachers to implement the <i>LANGUAGE! 4</i> reading program to increase student achievement.	ROHMS	Sopris West Longmont, CO	\$12,500	Title II	Strategy #1

EXHIBIT C, GIFTS: Regular Meeting, April 15, 2010

Site	Donor	Donation/Purpose	Amount
Grant Elementary	Edison International – Carlos Villalba 283 West D Street, Colton, CA 92324, P.O. Box 3288, Princeton, NJ 08543-3288	Check #122611	\$120.00
Reche Canyon Elementary	T.E.A.M. Coyote, Inc., 3101 Canyon Vista Drive, Colton, CA 92324	Check #1189 First grade field trip LA Zoo	\$723.61
Ruth O. Harris Middle	DRC Foods, LLC DBA Shakey's Pizza Family Night Fundraiser 791 E. Foothill Blvd. Suite B, Upland, CA 91786	Check #2478 ASB	\$230.18
Terrace View Elementary	Edison International – Jacqueline M. Aguilar c/o EIX 00658/00222 – Rialto, Rosemead, CA 91770 P.O. Box 3288, Princeton, NJ 08543-3288	Check #124294 Mrs. Salas 3 rd Grade Class (Alexis Aguilar)	\$50.01
Terrace View Elementary	Stonewood Construction Company 22145 Deberry Street, Grand Terrace CA 92313	Check #34998 Science Camp	\$250.00
Terrace View Elementary	Candy Bozner Grand Terrace Real Estate, Inc., 22533 Baron Road, Grand Terrace, CA 92313	Check #2168 Science Camp	\$50.00
Terrace View Elementary	Innovations in Hair and Nails 22400 Barton Road #22, Grand Terrace, CA 92313	Check #3216 Science Camp	\$25.00
Terrace View Elementary	BSCS MANAGEMENT, INC. 22737 Barton Road #3, Grand Terrace, CA 92313	Check #1052 Science Camp	\$50.00
Terrace View Elementary	Roberto Renteria Tina's Mexican Food, 888 Edgehill Drive, Colton, CA 92324	Check #1034 Science Camp	\$50.00

EXHIBIT D, PERSONNEL: Regular Meeting, April 15, 2010

I-A	Certificated – Regular Staff	Subject	Site
1.	Vasquez, Nancy	State Preschool Teacher	Wilson
I-B	Certificated – Activity/Coaching Assignments	Position	Site
1.	Conner, Thomas	Football-HD Spring	BHS
2.	Stuckey, Jeffrey	Football-Asst. Spring	BHS
I-C	Certificated – Hourly	Position	Site
	None		
I-D	Certificated – Substitute Teacher		
1.	Adeniji, John	7. Quezada, Adriana	
2.	Ben, Cynthia	8. Raymond, Lerina	
3.	Blumenthal, Kyle	9. Raymond, Terina	
4.	Clarendon, Hillary	10. Rodriguez, Jason	
5.	Escobar, Crystal	11. Rossano, Richard	
6.	Hlebasko, Randolph	12. Smith, Janae	
II-A	Classified – Regular Staff	Position	Site
1.	Cruz, Erica	Nutrition Svcs. Wrkr. I	ROHMS
2.	Darr, Paul	Library/Media Tech I	Crestmore
II-B	Classified – Activity/Coaching Assignments	Position	Site
1.	Blanche, Samuel	Football-Asst. Spring	BHS
2.	Castro, Angel	Football-Asst. Spring	BHS
3.	Contreras, Carlos	Baseball-HD JV	CHS
4.	Powell, Kevin	Track-HD Varsity	CHS
II-C	Classified – Classified Hourly	Position	Site
	Hamilton, Candice	Sub Special Ed Inst. Asst	
	Morales, Valerie	Sub Special Ed Inst. Asst	
	Perez, Christine	Sub Bus Driver	
	Scully, Jodi	Noon Aide	Reche Canyon
II-D	Classified Substitute	Position	Site
	None		

EXHIBIT E, CONFERENCE: Regular Meeting, April 15, 2010

Employee	Title	Site	Conference	Date/Location	Funds
Calvin Kelso	NJROTC Instructor	BHS	NJROTC Area 11 In-Service Training	May 3-7, 2010 Las Vegas, NV	No Cost to the District
David Brunkhorst	NJROTC Instructor	CHS			
Marge Mendoza-Ware	Board Member	Supt's Office	CSBA Legislative Action Conf.	May 23-24, 2010 Sacramento, CA	Board funds: \$1,294.07
Todd Beal	Director	SSC/Admin. Svcs.	Spring Homeless Conference	May 26-28, 2010 San Diego, CA	Homeless funds: \$1,571.52
Amelia Villalpando Alicia Martinez	CWA & Atnd. Tech. Community Liaison				
Kristi Richardson	Principal	Slover Mtn	Principals' Partnership 2010 Summer Leadership Institute	July 11-14, 2010 Palm Desert, CA	No Cost to the District
Bryan Bennecke Priya Morlock	Psychologist Curriculum Program Specialist	DO/PPS	DIBELS-Essential and Mentoring Training Institute	July 12-15, 2010 Eugene, OR	Title II funds: \$6,110.04

BOARD AGENDA

REGULAR MEETING
May 13, 2010

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval of Student Field Trips

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #1 – Communication

RECOMMENDATION: That the Board approve the student field trips as listed and expend the appropriate funds.

FIELD TRIPS: Regular Meeting May 13, 2010

Site	Date	Depart	Return	Destination	Activity/Background	Grade	Teacher	Cost	Funding	Strategic Plan*
District	5/17/10 to 5/18/10 (M/T)	6:00 a.m.	9:00 p.m.	California Science Center Los Angeles, CA (Parents)	California State Science Fair Student will compete in the state academic science competition.	7-8	Daniel Morse (1) + 2 Parent chaperones	\$1,353	Discretionary	Strategy #1
BHS	5/18/10 (Tues)	7:30 a.m.	4:30 p.m.	San Diego Zoo San Diego, CA (District)	San Diego Zoo Students will study animals in their natural habitat.	10-12	Leticia Herrera (50) + 4 Parent chaperones	\$1,550	ASB	Strategy #1
BMS	5/23/10 (Sun)	8:30 a.m.	4:00 p.m.	Ronald Reagan Presidential Library Simi Valley, CA (District)	Ronald Reagan Presidential Library Tour Students will view exhibits and prepare an overview presentation of the era for their respective classrooms.	7-8	Michael Bayless Daniel Morse (14) + 1 Parent chaperone	\$270	GATE Club Donated	Strategy #1
BHS	5/21/10 to 5/23/10 (F/S/S)	2:30 p.m.	5:00 p.m.	Mission Oak High School Tulare, CA (District)	Cadet Junior Greco State Tournament Wrestling team will participate in State tournament.	9-12	Gabe Schaefer Steve Padilla (12) + 1 Parent chaperone	\$1,197.60	Students Discretionary \$747.60 \$450	Strategy #1
CHS	5/21/10 to 5/23/10 (F/S/S)	3:30 p.m.	6:00 p.m.	Camp Pendleton Oceanside, CA (District)	Camp Pendleton Orientation ROTC students will tour facilities and receive an orientation.	11-12	David Brunkhorst (20) + 2 Parent chaperones	\$1,800	CHS/ROTC Students \$1,500 \$300	Strategy #1
CHS	5/22/10 (Sat)	7:00 a.m.	6:00 p.m.	Camp Pendleton Oceanside, CA (District)	Camp Pendleton Orientation ROTC students will tour facilities and receive an orientation.	9-11	Joe Porter (50) + 5 Parent chaperones	\$1,050	CHS/ROTC Students \$750 \$300	Strategy #1
CHS	5/29/10 (Sat)	8:00 a.m.	6:00 p.m.	San Diego Zoo San Diego, CA (District)	San Diego Zoo GATE students will observe animals during behind the scenes encounters and investigate various occupations as part of the enrichment program.	9-12	Lucy Leyva Laura Kennedy (60) + 3 Parent chaperones	\$1,230	SLI	Strategy #1

*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.

FIELD TRIPS: Regular Meeting May 13, 2010

Site	Date	Depart	Return	Destination	Activity/Background	Grade	Teacher	Cost	Funding	Strategic Plan*
Grant	6/2/10 (Wed)	7:30 a.m.	8:30 p.m.	Disneyland Anaheim, CA (District)	Disney's Youth Education Series GATE students will receive enrichment to core curriculum and differentiation.	4-6	James Marshall Linda Meacham Sandra Soares (33) + 2 Parent chaperones	\$2,430	Discretionary Title I Boosters \$1,750 \$80 \$600	Strategy #1
Grand Terrace	6/4/10 (Fri)	6:45 a.m.	7:00 p.m.	SeaWorld San Diego, CA (District)	6 th Grade End-of-the-Year Activity Students will participate in a field trip based on academic achievement and excellent behavior and attendance.	6	Maria Rios Jennifer Patriquin Susan High Martha Eaton (114) + 8 Parent chaperones	\$4,410 \$2,000	ASB Donations	Strategy #1
Reche Canyon	6/7/10 to 6/10/10 (M/TW/Th)	9:15 a.m.	12:30 p.m.	Thousand Pines Outdoor School Crestline, CA (District)	6 th Grade Science Camp Students will participate in a hands-on life science education in the natural environment.	6	Jonelle Risse Kelly Hoeksira Jennifer Pedroza (47) + 2 Parent chaperones	\$10,076.56	ASB	Strategy #1
BHS	6/21/10 to 6/26/10 (M/TW/ Th/F/S)	8:00 a.m.	4:00 p.m.	H. Roe Bartle Hall & Municipal Auditorium Kansas City, MO (air)	National SkillsUSA Leadership and SkillsUSA Championships Student will compete at the national level SkillsUSA championship.	11	William Reedy (1)	\$2,597.95	VEA ASB \$2,472.95 \$125	Strategy #1
BHS	7/24/10 To 7/31/10 (S/S/M/T/ W/Th/F/S)	6:00 a.m.	4:00 p.m.	Val D'Isere Mammoth Lakes, CA (District)	Running Camp Bloomington High School Boys' and Girls' Cross Country Team will participate in high altitude cross country training.	9-12	Jean Wierenga Julie Aguilera (28) + 2 Parent chaperones	\$5,600	ASB	Strategy #1

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

BOARD AGENDA

**REGULAR MEETING
May 13, 2010**

CONSENT ITEM

TO: **Board of Education**

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

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

GOAL: Improved Student Performance

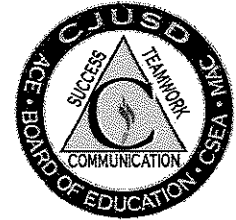
STRATEGIC PLAN: Strategy #1 – Communication

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

CONSULTANTS: Regular Meeting May 13, 2010

Site	Date(s)	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
Grant	5/18, 5/25, 6/2, 6/8, 6/15 & 6/22, 2010	2 hrs per session; 2 per week for each series	<i>Learning is Magic!</i> English and Spanish parent workshop series to provide essential strategies to motivate, communicate with, and support their children.	Grant	Learning is Magic! Glendale, CA	\$7,680	Title I	Strategy #1
District Office and All Elementary Site	Total of 22 days (TBD)	8:00 a.m. to 4:00 p.m.	<i>Scores Up</i> Training for administrators to build internal capacity related to knowledge, information, skills, and resources to thoroughly understand data and how to use it to inform and motivate teachers in order to improve student achievement.	All Elementary Schools	Gregg Nelsen Data Gurus Grand Terrace, CA	\$30,800	Title I	Strategy #1

Colton Joint Unified School District



Consultant Request Proposal

School: U. S. Grant Elementary
Approval Date:
Name of Consultant: Learning is Magic
Billing Address: 1141 North Columbus Avenue, Ste. 207
Contact Number: (818) 549-9101

Consultant Qualifications and Background:

List Districts serviced and accompanying API Scores for 3 years:

	<u>2006-07:</u>	<u>2007-08:</u>	<u>2008-09</u>
Garcia Elementary, Rialto USD	742	759	759
Curtis Elementary, Rialto USD	687	702	746

Purpose:

U. S. Grant Elementary is committed to increasing student achievement school-wide. Our parents have indicated, through conversations and surveys, the need and interest in learning positive and creative ways to help their children be successful in school.

Needs:

Students at U. S. Grant Elementary School continue to progress toward meeting AYP goals, However, in order to maximize ongoing growth for underperforming students additional home support is needed.

Strategies:

Through this workshop, our parents will learn essential strategies on how to motivate, communicate with, and help their children. Parents will not only learn to help their children develop their self-esteem, but they will also be able to see an improvement in their child's attendance, academics, and behavior.

Evaluation and Monitoring:

Parent participation will be logged and data of their child will be analyzed. Administration will evaluate program's effectiveness through parent feedback and attendance, as well as by analyzing student data, such as: attendance, CSTs, weekly checkpoints, Theme Skills and Summative results, behavior, and overall attitude towards school.

Budget:

Title I

Colton Joint Unified School District



Consultant Request Proposal

Name of Consultant: Data Gurus
Approval Date: May 13, 2010
Billing Address: Data Gurus
c/o Edith Nelsen, CAO
22758 Fairburn Drive
Grand Terrace, CA 92313
Contact Number: (909) 783-1108

Consultant Qualifications and Background:

Data Gurus chief presenter spent over 35 years as a teacher and district administrator with the Jurupa Unified School District. He was the Director of Research and Assessment during his final nine years with Jurupa. Over the past six years, Data Gurus has worked with more than 25 PI Schools in Riverside and San Bernardino Counties. During the past three years, Data Gurus have assisted Grimes, Grant, Rogers and Zimmerman in the CJUSD. These schools have made consistent growth with their API and AYP. Consultation has centered on working with Principals, Assistant Principals, and grade-level teams to understand and use data, know key standards, focus instruction with target students, and utilize research-based strategies in reading, math, and science.

List District (Schools) serviced and accompanying API Scores for past 3 years:

	Spring 2007	Spring 2008	Spring 2009
Colton Joint Unified School District			
Ruth Grimes	667	691	742
U.S. Grant	702	725	743
Paul Rogers	658	683	702
Walter Zimmerman	636	661	670
Jurupa Unified School District			
Granite Hill	737	762	795
Pacific Avenue	704	747	770
Rustic Lane	650	708	728
West Riverside	731	766	776

Purpose: Project 'Scores Up' will provide Elementary Assistant Principals with knowledge, information, skills, and resources to thoroughly understand various forms of data and use it to improve student achievement.

Needs: To provide Assistant Principals with a rich background to better understand data
To provide them with information and skills to assist teachers and students

Strategies: Provide workshops focused on understanding the California Accountability System and know how to utilize data from the STAR CST, CMA, CAPA, and local assessments. Meet with each Asst. Principal (after each workshop) to apply data knowledge at their site. Assist participants with knowledge of key standards and how to assist teachers to raise student achievement.

Evaluation: Each workshop & the total program will be evaluated by participants using a Likert Scale.

Budget: 22 days of workshop & site visits with Assistant Principals at \$1400 per day (\$30,800)

BOARD AGENDA

**REGULAR MEETING
May 13, 2010**

CONSENT ITEM

TO: **Board of Education**

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

SUBJECT: **Approval of Consultant for Assembly Presentation**

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #1 – Communication

RECOMMENDATION: That the Board approve the consultant for assembly presentation as listed and expend the appropriate funds.

ASSEMBLIES/PROGRAMS: Regular Meeting May 13, 2010

Site	Date	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
Smith	5/21/2010 (Fri)	8:45 am - 9:45 am	<i>Steel Drum Assembly for Grades 1-6</i> To introduce students to the many forms of musical instruments. The program will encompass cultural, historical and musical developments.	Multipurpose room	Ray McNamara - Music Services, Claremont, CA	\$350	PTA	Strategy #1
CHS	5/24/2010 (Mon)	7:00 pm - 9:00 pm	<i>Recruiting Realities Seminar for Grades 9-12/Parents</i> A sixty minute motivational and educational presentation.	Whitmer Auditorium	Jack Renkens – Recruiting Realities, Scottsdale, AZ	\$150	ASB Athletics	Strategy #1
THMS	5/26/2010 (Wed)	1:30 pm - 3:30 pm	<i>Fun Services for Grades 7-8</i> Reward carnival for student body after CST testing is complete.	THMS Field	Fun Services Fundraising Event Specialists Yorba Linda, CA	\$1,990 \$1,000 Mandated Cost	ASB	Strategy #1
Grant	6/2/2010 (Wed)	9:30 am - 11:30 am	<i>Giddy Up Ranch – Petting Zoo for Kindergarten</i> Reinforcement of grade level standards in science observing and describing similarities and differences in the appearance and behavior of animals.	Kindergarten Playground	Marie Girouard-Giddy Up Ranch in Acton, Palmdale, CA	\$450	Boosters	Strategy #1
Crestmore	6/9/2010 (Wed)	7:45 am 8:30 am 8:45 am 9:30 am 9:45 am 10:30am	<i>The Imagination Machine for Grades K-6</i> The writings of students will be performed by actors from the Imagination Machine. Observing their own words being performed on the stage will inspire students to write.	Multi-purpose Room	The Imagination Machine, Villa Park, CA	\$1,290	PTA	Strategy #1

*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.

BOARD AGENDA

REGULAR MEETING
May 13, 2010

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Mollie Gainey-Stanley, Assistant Superintendent
Educational Services Division
- SUBJECT:** Approval of One-Year Contract Renewal with Edusoft (2010-11)
- GOAL:** Improved Student Performance
- STRATEGIC PLAN:** Strategy #1 – Communication
Strategy # 2 – Curriculum
- BACKGROUND:** The Edusoft Assessment Management System is a standards-based assessment solution that provides an easy and effective way to collect, analyze, and act on student performance data to improve classroom instruction and student performance.
- For the past four years the district has used Edusoft as a set of internet based instructional tools (i.e. “the Edusoft platform”) that include and are assessed at the following rate structure for 2010-11 projected enrollment.
1. Module 1: Benchmark Exams @ \$5 each or \$119,150
 2. Module 2: State Analysis @ \$1 each or \$23,830
 3. Module 3: Teacher Tools @ \$1 each or \$23,830
 4. Annual Teacher Roster Update: 26 sites @ \$450 each or \$11,700
- Purchasing has reviewed the contract to ensure it meets district standards; especially, employee Department of Justice background checks. Edusoft employees rarely visit the district and if they go on the campuses they are always escorted by the district’s Information Technology or Assessment and Evaluation staff. According to county counsel, there is no need for such fingerprinting and background check requirements for this contractor because of the above compensating internal controls.
- BUDGET IMPLICATIONS:** \$178,510 – Total cost for 2010-11, to be paid as follows:
\$53,550 Title I
\$53,550 Title III
\$71,410 Title I–ARRA
- RECOMMENDATION:** That the Board approve the one-year contract renewal with Edusoft (2010-11).
- ACTION:** On motion of Board Member _____ and _____, the approved the one-year contract renewal with Edusoft (2010-11).



PRICE SHEET
EDUSOFT ASSESSMENT MANAGEMENT SYSTEM LICENSE AGREEMENT

LICENSEE INFORMATION					
District:	Colton Joint Unified School District - CA				
Address:	1212 Valencia Dr Colton, CA 92324				
Tel:	(909) 580-5000	Fax:	(909) 422-0128		
Order Form Effective Date		6/30/2006			
Product	Product Code	Quantity	Unit Price	Total Price	Description
Renewal Module 1 Benchmark Exams	E40714	23,830	\$5.00	\$119,150.00	Annually recurring fee.
Renewal Module 2 State Analysis	E40714	23,830	\$1.00	\$23,830.00	Annually recurring fee.
Renewal Module 3 Teacher Tools	E40714	23,830	\$1.00	\$23,830.00	Annually recurring fee.
Annual Roster Update	E40718	26	\$450.00	\$11,700.00	
Total Amount				\$178,510.00	

* Enrollment reflects 2009-10 students; will update accordingly

BOARD AGENDA

REGULAR MEETING
May 13, 2010

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Mollie Gainey-Stanley, Assistant Superintendent
Educational Services Division
- SUBJECT:** Approval of Agreement with University of California, Riverside
Extension for Teaching the Gifted and Talented: *Recognizing
Individual Differences* (May/June 2010)
- GOAL:** Improve Student Performance
- STRATEGIC PLAN:** Strategy #2 – Curriculum
- BACKGROUND:** The Curriculum and Instruction Department would like to offer *Teaching the Gifted and Talented: Recognizing Individual Differences* to district teachers. The Recommended Standards for Programs for Gifted and Talented Students state that, in order to receive a three year approval (exemplary standards), teachers assigned to teach gifted students are certified through a variety of formal and informal certificate programs.
- Per the 2008-09 GATE application, we would like to offer the classes necessary for the GATE certificate for our district teachers. This class is the third in a series of four courses provided by University of California, Riverside Extension. Upon completion of the four courses, enrollees would be eligible for a Certificate in Education for the Gifted and Talented.
- BUDGET
IMPLICATIONS:** \$9,600 to be paid from GATE funds.
- RECOMMENDATION:** That the Board approve the agreement with University of California, Riverside Extension for *Teaching the Gifted and Talented: Recognizing Individual Differences* (May/June 2010).



April 13, 2010

2010 APR 21 A 6:31

CURRICULUM AND INSTRUCTION K-12

Jennifer Jaime, Director K-6
Colton Joint Unified School District
Educational Services
1212 Valencia Drive
Colton, Calif. 92324-1798

Dear Ms. Jaime:

University of California, Riverside Extension will provide the course, EDU X 428.1 Teaching the Gifted and Talented: Recognizing Individual Differences, Instructor, Erik Mickelson, to be scheduled as a hybrid class meeting Saturday from 8:30 am-6:30 pm on May 22 and June 5, 2010 with 10 hours of on-line course work completed between the two Saturday meetings. A maximum of 30 students may attend this inservice. The class will take place at Colton Unified School District. Extension credit is required at a charge of \$210 for each participant for this 3 qtr. unit class and will be paid by the district as part of the total for this contract (30 x \$210 = \$6,300*).

1200 University Avenue
Riverside, CA 92507
Tel 1-951.827.4105
Fax 1-951.827.7273
www.extension.ucr.edu

It is agreed that University Extension will be responsible for and will pay the cost of the instructors' compensation and expenses. It is agreed that Colton Unified School District will provide the facility, any audio-visual equipment and duplicate handouts as needed by the instructor. Hybrid classes require the district to send in the enrollment forms and fees for credit in the amount of \$6,300 no later than May 15. The district may pay the full amount of \$9,600 prior to the start of the class so Extension can assist the enrollees in setting their net id and password for the on-line portion of the class.

Colton Unified School District will receive an invoice from the University of California, Riverside in the amount of \$9,600 (which includes cost of contract \$3300 plus \$6,300 credit fee for 30 participants). District guarantees 15 students will take the course for credit or amount due will be increased proportionately. Payment is due upon receipt of invoice. Please make your check payable to Regents U.C. and mail per instructions on the invoice. The name of the University is not to be used by you in any publication, advertisement or news release without prior written approval of the University. Any copyrights or publication rights arising from or relating to materials developed by the University in connection with this program shall belong to the University.

University Extension must be notified in writing a minimum of seven days prior to the first class meeting if event is to be cancelled. A \$500 cancellation penalty will be assessed if the name of the contractor chooses to cancel this event after the receipt of this agreement. If you accept these arrangements and terms, please sign and return the original copy of the agreement to Eileen Johnson, Education Extension, University of California, Riverside Extension Center, 1200 University Ave., Suite 342, Riverside, CA 92507-4596.

If you accept these arrangements and terms, please sign and return the original copy of the agreement to Eileen Johnson, Education Extension, University of California, Riverside Extension Center, 1200 University Ave., Suite 342, Riverside, CA 92507-4596.

Sincerely,

Dr. Sue Teele, Associate Dean
Director, Education Extension

ACCEPTED:

Signature, Title

Date

BOARD AGENDA

**REGULAR MEETING
May 13, 2010**

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Jerry Almendarez, Assistant Superintendent, Human Resources Division
- SUBJECT:** **Approval of Authorization for the District to Enter into Agreements with Colleges and Universities for Student Teaching and/or Internship Programs for the 2010-11 School Year**
- GOAL:** Personnel Development
- STRATEGIC PLAN:** Strategy #5 – College Career
- BACKGROUND:** During the year many colleges and universities request placement of student teachers and/or interns within the district. This practice benefits the district and the colleges and universities. In order to accommodate the request, an agreement between the district and the college and/or university must be signed. This action will allow the district to execute such agreements without individual board action.
- BUDGET IMPLICATIONS:** Student teachers and interns are to be covered by the district's worker's compensation insurance at no cost to the college and/or university.
- RECOMMENDATION:** That the Board approve the authorization for the district to enter into agreements with colleges and universities for student teaching and/or internship programs for the 2010-11 school year.

BOARD AGENDA

**REGULAR MEETING
May 13, 2010**

CONSENT ITEM

TO: Board of Education

PRESENTED BY: Mike Snellings, Assistant Superintendent, Student Services Division

SUBJECT: Approval of Agreement with Clover Enterprises, Inc., to Provide Athletic Training Services at Colton and Bloomington High Schools (2010-11)

GOAL: Student Safety/Budget Planning

STRATEGIC PLAN: Shared Community Belief – The success of our children ensures the long-term success of our community.

BACKGROUND: Since the 2007-08 school year the District has had an agreement with Clover Enterprises, Inc. to provide athletic training services for all CIF sanctioned sports beginning with the fall football season and concluding with the end of the spring football season.

BUDGET IMPLICATIONS: Approximately \$39,000 to be paid from the General Fund.

RECOMMENDATION: That the Board approve the agreement with Clover Enterprises to provide Athletic Training Services at Colton and Bloomington High Schools (2010-11), as presented.

AGREEMENT FOR PROFESSIONAL SERVICES

This is an Agreement for professional services between the **Colton Unified School District**, hereinafter referred to as "DISTRICT," and Clover Enterprises, Inc. hereinafter referred to as "CLOVER," entered into the date of its execution.

RECITALS

The DISTRICT desires CLOVER to provide Athletic Training duties, as provided in this agreement, in the following school/schools: **Colton High School (and/or) Bloomington High School**. These services would be performed commencing on the twentieth (20th) day of August 2010 and would end on the twentieth (20th) day of June 2011. ***The start and end date may change due to when each high school's Fall Football practice begins and Spring Football practice ends. There may also be an addition in cost, do to the length of the athletic season from fall football coverage to spring football coverage. This cost will be based on a cost per day based on the current contract.***

NOW, THEREFORE, the parties to this Agreement mutually agree as follows:

- The Athletic Trainer will be on site at the assigned school each afternoon, starting at 2pm for practice and/or sporting events, for all sports in the Interscholastic Athletic Program, for both men and women. Conflicts in scheduling are to be resolved by the Athletic Director and Athletic Trainer at each school. **This contract is for 20 hours per week.** Any further hours worked will be at the discretion of the on site athletic director and to be paid based on a cost per day based on the current contract.
- Travel to away events is not the obligation of the Athletic Trainer unless arraignments are worked out between the Athletic Director and the Athletic Trainer.
- All suitable facilities, equipment and supplies are to be provided by the DISTRICT and are not covered by this agreement. These facilities, equipment and supplies should meet the needs of the athletic population of the school/s, within reasonable and customary limits of the athletic training profession and safety of the student athletes.
- If CLOVER is unable to recruit a qualified Athletic Trainer, this Agreement will be void.

- Any disagreement or conflicts that may come up will be directed to the Athletic Director. Unresolved disagreements or conflict will be referred to the panel of Jim Clover, MED, ATC, PTA and the Athletic Director.
- Duties of the Athletic Trainer will consist of the following:
 1. Assist the coaching staff in the selection of proper fitting athletic equipment when asked to do so. CLOVER will be held harmless for any claims for damages arising out of faulty equipment and/or conditions and out of the performance of the athletic staff at each school, unless the Athletic Trainer has constructive notice of faulty conditions and had not informed the athletic staff of said conditions.
 2. Assist the school's athletic department in the ordering of proper athletic training supplies.
 3. Assist the school's athletic department in the planning and arrangement of physical examinations.
 4. Mark and inventory all athletic training supplies. Keep running inventory of these supplies on hand.
 5. Advice on the proper professional referral to be made in the case of those injuries incurred from athletic participation, provided, however, under no circumstance will any athletic training personnel perform any diagnosis.
 6. Consult with the coaching staff at each high school on current first aid procedures for injuries.
 7. Consult with the coaching staff at each high school on unsafe practice drills and procedures.
 8. Oversee the injury management facilities of the DISTRICT which includes:
 - Making medical equipment available to coaching staff, i.e., first aid kits, ice, etc.
 - Posting current emergency phone numbers and emergency procedures.
 - Working with the athletic director to maintain current emergency card information for each athlete.
 9. Assist in coordination of attending physicians and ambulance coverage for those events requiring the services of such.
 10. Assist the athletic department at each high school in organizing a facility suitable for a training room.
 11. CLOVER shall maintain liability and malpractice insurance on behalf of himself, his managing agents, not less than one million dollars

(\$1,000.000) with respect to the conduct or activities by CLOVER and his managing agents, employees and Athletic Trainers for occurrence arising during the period of this agreement, with respect to the conduct and activities of CLOVER and his managing agents, with legal defense at no cost to the DISTRICT, its officers, employees and agents, with respect to any and all Claims or Damages arising out of the conduct or activities by CLOVER and his managing agents and employees. Said policy or policies of insurance shall name the DISTRICT, its officers, employees and agents as additional insured with thirty- (30) day notice of cancellation. CLOVER shall provide a certificate of insurance including an additional insured endorsement as evidence prior to commencement of agreement. In the event of CLOVER'S failure to comply with any of the conditions of this paragraph, DISTRICT may terminate this agreement upon seven- (7) days written notice to CLOVER.

Clover Enterprises, Inc. certifies to the District that it has completed the criminal background check requirements of Education Code Section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony as listed in Penal Code Section 667.5(c) or a serious felony as listed in Penal Code Section 1192.7(c).

Clover Enterprises, Inc. shall defend, indemnify and hold harmless the District, its officers, agents, and employees, from every claim or demand made, and every liability, loss, damages, or expense, of any nature whatsoever, which may be incurred by reason of:

a. Liability for damages for: (1) death or bodily injury to persons; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by Clover Enterprises, Inc. or any person, firm or corporation employed by Clover Enterprises, Inc. upon or in connection with the work and/or delivery of equipment and supplies called for in this Agreement, except for liability resulting from the sole negligence, or willful misconduct of the District, its officers, employees, agents or independent contractors who are directly employed by the District, and except for liability resulting from the active negligence of the District.

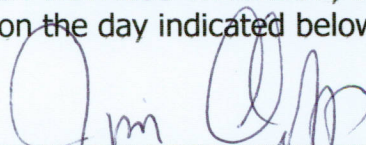
b. Any injury to or death of persons or damage to property caused by act, neglect, default or omission of Clover Enterprises, Inc., or any person, firm, or corporation employed by Clover Enterprises, Inc., either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the District arising out of, or in any way connected with the work and/or delivery of equipment or supplies covered by this Agreement, whether said injury or damage occurs on or off District's

property, if the liability arose from the negligence or willful misconduct of anyone employed by Clover Enterprises, Inc., either directly or by independent contract, and not by the active negligence of the District.

Clover Enterprises, Inc., at the their own expense, cost and risk shall defend any and all actions, suits, or other proceedings 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 any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof.


- The DISTRICT agrees to make payment for the aforementioned professional services in the amount of nineteen thousand, five hundred dollars (\$19,500.00) for **each** athletic trainer for **each** school to be paid in ten (10) equal installments of one thousand, nine hundred and fifty dollars (\$1,950.00) for each athletic trainer, the twentieth (20th) day of each month commencing with August twentieth (20th), 2010 and ending with May twentieth (20), 2011.
- Either CLOVER or DISTRICT may terminate this agreement, at any time, without cause, upon sixty- (60) days advance written notice to the other party. In the event of termination, payment for the aforementioned professional services will be prorated to the actual date of termination of this agreement, based upon a three hundred and sixty (360) day year and a thirty (30) day month.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day indicated below:



Jim Clover, M.Ed., ATC, PTA
President, Clover Enterprises, Inc.
EIN 33-0787117

Date Signed



Colton Joint Unified School District
Assistant Superintendent, Business

Date Signed

4/29/2010

BOARD AGENDA

**REGULAR MEETING
May 13, 2010**

CONSENT ITEM

- TO:** **Board of Education**
- PRESENTED BY:** Mike Snellings, Assistant Superintendent, Student Services
- SUBJECT:** **Approval of Appointment of District Representatives from Bloomington and Colton High Schools to California Interscholastic Federation (CIF) Leagues (2010-11)**
- GOAL:** Improved Student Performance
- STRATEGIC PLAN:** Shared Community Belief – The success of our children ensures the long-term success of our community.
- BACKGROUND:** Education Code 33353 (a)(1) requires that school districts annually appoint representatives to CIF leagues to maintain voting privileges on issues that affect the league and section levels of the athletic programs.
- The following names are proposed to the governing board to serve as CIF representatives to league:
- | | |
|-------------------------|--|
| Colton High School | <i>Robert Verdi, Principal</i> |
| Colton High School | <i>Harold Strauss, Athletic Director</i> |
| Bloomington High School | <i>Ignacio Cabrera, Principal</i> |
| Bloomington High School | <i>William Webb, Athletic Director</i> |
- BUDGET IMPLICATIONS:** No cost to district
- RECOMMENDATION:** That the Board approve the recommendation to appoint the district representatives from Bloomington and Colton High Schools to California Interscholastic Federation League (2010-11), as presented.

BOARD AGENDA

REGULAR MEETING
May 13, 2010

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Mike Snellings, Assistant Superintendent, Student Services Division
- SUBJECT:** Approval of Amended Agreement (Contract No. 03-734 A-8) with the County of San Bernardino Probation Department for a School Probation Officer (2010-11)
- GOAL:** School Safety & Attendance, Community Relations & Parent Involvement
- STRATEGIC PLAN:** Parameter 1 – Safety
- BACKGROUND:** The district has participated in this program since the 1997-98 school year. It provides a full-time school probation officer and has proven to be a very worthwhile service. The district originally entered into agreement, Contract No. 03-734, July 8, 2003. The cost to the district is \$26,794. This represents only a portion of the salary of a probation officer which is offset by additional grant funding through the San Bernardino County Probation Department. The term of the agreement is July 1, 2010 through June 30, 2011.
- BUDGET IMPLICATIONS:** \$26,794 to be paid from the School Safety & Violence Prevention Funds.
- RECOMMENDATION:** That the Board approve the amended agreement (Contract No. 03-734 A-8) with the County of San Bernardino Probation Department for a school probation officer (2010-11), as presented.



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input type="checkbox"/> New	Vendor Code		SC	Dept.	A	Contract Number			
<input checked="" type="checkbox"/> Change						03-734 A-8			
<input type="checkbox"/> Cancel									
County Department				Dept.	Orgn.	Contractor's License No.			
Probation				PRB	PRB				
County Department Contract Representative				Telephone		Total Contract Amount			
Eric Vara				(909) 387-5918		Not to Exceed \$282,570			
Contract Type									
<input checked="" type="checkbox"/> Revenue		<input type="checkbox"/> Encumbered		<input type="checkbox"/> Unencumbered		<input type="checkbox"/> Other:			
If not encumbered or revenue contract type, provide reason:									
Commodity Code			Contract Start Date	Contract End Date	Original Amount	Amendment Amount			
			7/08/2003	6/30/2011	\$37,254	\$ 26,794			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount			
SIG	PRG	PRG		8842	400SCHPO	\$ 26,794			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
						\$			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
						\$			
Project Name				Estimated Payment Total by Fiscal Year					
				FY	Amount	I/D	FY	Amount	I/D
JJCPA School PO				2010-11	\$26,794	I			
Contract Type 1									

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name
Colton Unified School District

hereinafter called SCHOOL DISTRICT

Address
1212 Valencia Drive

Colton, CA 92324-1798

Telephone (909) 580 - 6601 Federal ID No. or Social Security No. 95-2414439

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

EIGHTH AMENDMENT

WHEREAS, the COUNTY and SCHOOL DISTRICT have previously entered into an Agreement, Contract No. 03-734 which first became effective July 8, 2003, and;

WHEREAS, the COUNTY and SCHOOL DISTRICT now desire to amend the Agreement;

NOW THEREFORE, in consideration of mutual covenants and conditions, the parties hereto agree the Agreement, Contract No. 03-734, is amended as follows:

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

BOARD AGENDA

REGULAR MEETING
May 13, 2010
CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Mike Snellings, Assistant Superintendent, Student Services Division
- SUBJECT:** Approval of Amendment to the Agreement with All City Management Services, Incorporated, to Provide School Crossing Guard Services for the 2010-11 Fiscal Year
- GOAL:** School Safety & Attendance / Community Relations & Parent Involvement
- STRATEGIC PLAN:** Parameter 4 – Programs and Services
Parameter 7 – Fiscal Responsibility
- BACKGROUND:** The district has provided crossing guard services through an agreement with All City Management Services Incorporated at the rate of \$13.59 per hour per guard. The proposed new agreement is requesting an increase of approximately 1.5%, to a billing rate of \$13.80 per hour. It is understood and agreed that the district has the right to add locations at the same hourly rate anytime during the term of this agreement.
- Under separate agreements, the City of Fontana reimburses the district 50% of the cost for services provided in their jurisdiction and the City of Grand Terrace pays \$3,500 for its share.
- BUDGET IMPLICATIONS:** The district's estimated annual cost is \$293,614 to be paid from the General Fund (after contributions from cities of Fontana and Grand Terrace).
- RECOMMENDATION:** That the Board amend the agreement with All City Management Services, Incorporated, to provide school crossing guard services for 2010-11, as presented.



ALL CITY MANAGEMENT SERVICES

Amendment to Agreement between All City Management Services, Inc. and the Colton Joint Unified School District for providing School Crossing Guard Services

The **Colton Joint Unified School District** hereinafter referred to as the "District", and **All City Management Services, Inc.**, located at 1749 S. La Cienega Blvd., Los Angeles, CA 90035, hereinafter referred to as the "Contractor", mutually agree to amend the existing Agreement entered into on September 1, 2002 as follows:

1. **Item #1** The District and the Contractor agree to extend the term of this Agreement for the 2010-2011 fiscal year beginning July 1, 2010 through June 30, 2011.
2. **Item #17** The District agrees to pay the Contractor for the services rendered pursuant to this Agreement the sum of Thirteen Dollars and Eighty Cents (\$13.80) per hour, per guard. It is understood and agreed that the District has the right to add locations at the same hourly rate anytime during the term of this Agreement.

Except as provided for in Item #1 and Item #17, all other terms and conditions of the original Agreement and Amendments thereto between the District and the Contractor remain in effect.

Colton Joint Unified School District

All City Management Services, Inc.

By _____
Signature

By 
Demetra Farwell, Corporate Secretary

Print Name and Title

Date _____

Date April 5, 2010

BOARD AGENDA

REGULAR MEETING
May 13, 2010

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Mike Snellings, Assistant Superintendent, Student Services Division
- SUBJECT:** Approval of Agreement with Jacqueline Solorzano, Auditory Verbal Therapist to Provide One-on-One Auditory Verbal Therapy to a Special Education Student (2010-11)
- GOAL:** Student Performance
- STRATEGIC PLAN:** Strategy #2 – Curriculum
- BACKGROUND:** A special education student requires one-on-one auditory verbal therapy to continue during the 2010-11 school year, as per the Individual Education Plan (IEP). The student has been receiving auditory verbal therapy for two years and requires continuing services to progress towards his goals.
- The services are necessary to provide this student with a Free Appropriate Public Education (FAPE). The IEP team has recommended auditory verbal therapy for two hours per week.
- BUDGET IMPLICATIONS:** \$80 per hour for 74 hours. Total cost of \$5,920.00, to be paid out of Special Education funds.
- RECOMMENDATION:** That the Board approve the agreement with Jacqueline Solorzano, Auditory Verbal Therapist to provide one-on-one auditory therapy to a special education student (2010-11), as presented.

BOARD AGENDA

REGULAR MEETING
May 13, 2010

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Mike Snellings, Assistant Superintendent, Student Services
- SUBJECT:** **Approval of Renewal of Two-Year Contract for California School Management Group to Provide Consulting Services for E-Rate Years 14 and 15 (2011-12 and 2012-13)**
- GOAL:** Facilities/Support Services; Budget Planning
- STRATEGIC PLAN:** Parameter # 3 – Fiscal Responsibility
- BACKGROUND:** For the past seven years, the district has utilized the California School Management Group (CSM) to act as consultants for the E-rate program. This enables the district to take full advantage of the substantial discounts and rebates on telecommunications services and other network related projects under the E-rate program.
- CSM provides consulting services for nearly all of the districts in San Bernardino County. With their assistance, the district realizes almost \$300,000 in annual savings on E-rate eligible projects.
- This contract will secure their services for the next two years and enable the district to continue to utilize the E-rate program to the highest potential.
- BUDGET IMPLICATIONS:** \$27,600.00, annually for two years. To be paid from the Information Technology discretionary budget.
- RECOMMENDATION:** That the Board approves the renewal of Two-Year Contract for California School Management Group to Provide Consulting Services for E-Rate Years 14 and 15 for (2011-12 and 2012-13), as presented.



CONTRACT FOR SERVICES RELATING TO E-RATE

This agreement is made and entered into this _____ day of _____, 2010 by and between the **Colton Joint Unified School District**, a school district under the laws of the State of California ("District") and CSM Consulting, Inc., a California Corporation ("Consultant").

RECITALS

- A. District desires to have a Consultant to prepare documentation, forms and applications regarding the Federal Communications Commission ("FCC") E-Rate program.
- B. District has the authority to enter into an Agreement with a Consultant for purposes of complying with the FCC E-Rate program.
- C. Consultant is duly qualified to provide the services called for in this Agreement in consideration for the fee stipulated in this Agreement.

I. CONSULTANT'S RESPONSIBILITIES

- 1. Shall provide to District, completed forms and processes related to all Priority One and Priority Two applications of the Federal Communications Commission E-Rate filings with the schools and library division ("SLD") for filing year 2011-2012 also known as Year Fourteen (14) and 2012-2013 also known as Year Fifteen (15).
- 2. Assess and process for District all issues with all prior E-Rate applications, SPIN changes, and other applicable processes.
- 3. Meet with District to assess technology and telecommunications needs as they relate to the upcoming application period.
- 4. File all required FCC forms for services District has requested including but not limited to Form 470, 471, and 486.
- 5. Act as District's main point of contact with the SLD.
- 6. File any service changes or SPIN changes for the District.
- 7. Advise District on any SLD appeals.
- 8. Assist in the preparation and presentation of applicable audit documentation as required including (but not limited to) monthly bill reconciliation, copies of warrants, copies of related policies and other items as needed.

II. DISTRICT RESPONSIBILITIES

- 1. Provide all required information and data for filing all forms with the SLD for Year 14 and Year 15 in a timely manner.
- 2. Take such official action, such as review of Consultants drafts and promptly sign and return all forms required for filing with a third party in a timely manner so that Consultant can perform its obligations under this Agreement.

3. Promptly pay Consultant its fee for services rendered. All payments are due and payable within 30 days after delivery to the District of the invoice.
4. Sign, date and certify all forms filed by Consultant on District's behalf.

III. MISCELLANEOUS

1. **Term.** Until all issues with Year 14 and Year 15 E-rate are resolved.
2. **Modifications.** This Agreement may be modified only by a written amendment to this Agreement, executed by both parties.
3. **Independent Contractor.** While engaged in carrying out and complying with the terms and conditions of the Agreement, Consultant is an independent contractor and not an officer, employee, or agent of the District.
4. **Other Services.**
 - A. At the written request of the District, the Consultant will provide technology services based upon the following hourly rates. Such service costs are not included in the cost of services amount in the contract for E-Rate Services in Appendix A of this agreement.

Officer	\$175 per hour
Information Technology Consultant	\$150 per hour
Support Staff	\$ 90 per hour

- B. The District will have Consultant assess the District Technology Plan's alignment with upcoming E-Rate applications. The Consultant will evaluate the Technology Plan Budget to ensure conformity to State and Federal requirements and make recommendations for adjustments to the plan in light of findings, and provide the District with alternate language as appropriate for filing a revision with CTAP (or approving agency). *(Please note this is for updates to current plans only.)* The service will be provided at a fixed cost of **\$1500 per year**. The cost of this service is not included in the cost of services amount for Services relating to E-Rate in Appendix A of this agreement.

Please check the appropriate box for designation of service **Yes** **No**

5. **Conflict of Interest.** No business or personal relationship exists between any school employee and the service provider.
6. **Attorney's Fees and Costs.** In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, each party shall bear its own attorney fees, together with any costs and expenses to resolve the dispute and to enforce the final judgment.
7. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall not be affected.
8. **Notices.** All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope postage prepaid and deposited with a United States Post Office for delivery by first class and certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

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

CSM Consulting, Inc.
P.O. Box 4408
El Dorado Hills, CA 95762-0018

9. **Limitation of Liability.** The aggregate liability in connection with any claim arising out of or relating to this agreement whether in contract, tort or otherwise, shall be limited to an amount equivalent to the fee(s) paid by the District to Consultant for services performed pursuant to this Agreement. Consultant shall not in any circumstances be liable to District, whether in contract, tort or otherwise, for any special, indirect, incidental, or consequential damages of any kind whatsoever whether Consultant is made aware in any way due to, resulting from, or arising in connection with the services performed by Consultant pursuant to this Agreement. District's right to monetary damages listed above in that amount shall be in lieu of all other remedies that District may have.
10. **Governing Law.** The validity of this Agreement and each of its terms and provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with the law of the State of California.

11. **Authority.** The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to execute and contractually bind their respective legal entities.
12. **Termination.** Either party reserves the right to terminate this agreement at any time on 30 days written notice. If either party terminates this contract, vendor shall cease all services at the end of the 30 day period. The District will pay any charges incurred up to the date of termination.
13. **Entire Agreement.** This Agreement, which includes the "Proposal for Agreement for Services" set forth as Appendix A supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this Agreement. This Agreement contains all of the covenants and agreements between the parties with respect to the subject of this Agreement, and each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except the covenants and agreements embodied in this Agreement. No agreement, statement, or promise not contained in this Agreement shall be valid or binding on the parties with respect to the subject of this Agreement.

Executed at _____, California, on the day and year set forth above.

_____, **President**
Gary T. Cichella

_____, Title _____

_____ Print Name

Colton Joint Unified School District

APPENDIX A

PROPOSAL FOR CONTRACT FOR SERVICES

This proposal for the **Colton Joint Unified School District** is to provide the services set forth under Section I of the Agreement for Services Relating to E-Rate.

The cost for services rendered regarding the E-Rate application process as referred to in Section I of this agreement (Consultant's Responsibilities) shall amount to **\$27,600** per year. Invoices for services will be provided monthly beginning at final execution (or July 1, 2010 whichever is later) and continuing through June, 2012.

April 13, 2010

_____, **President, E-Rate Services**
Gary T. Cichella

CSM Consulting, Inc.
3130-C Inland Empire Blvd.
Ontario, CA 91764

AUTHORITY TO COMMUNICATE – Letter of Agency (LOA)

This ATC/LOA (Agreement) entered into on this _____ day of _____, 2010 by and between CSM Consulting, Inc., a California Corporation (“Consultant”) and **Colton Joint Unified School District**, a school district under the laws of the State of California (“District”). Consultant’s authority to communicate shall remain in effect during the term of the “E-Rate Services” consulting contract.

Consultant and District determines it is necessary to prepare documentation, forms and applications regarding the Federal Communications Commission (“FCC”) E-Rate program. District grants to Consultant the authority to investigate and communicate, in any form, with any telecommunication company, service provider or the Schools and Libraries Division with regard to the E-Rate Program on District’s behalf. Consultant acknowledges that nothing contained herein shall constitute a principal and agent relationship or be construed to evidence the intention of the District to constitute such. Each party to the agreement represents and warrants that the officer executing this Agreement has been duly authorized.

The term of this assignment is from the date of final execution (above) until all issues with E-Rate Years 2003, 2004, 2005, 2006, 2007, 2008 2009 2010 2011 and 2012 are resolved or June 30, 2015. When executed, this agreement is authorization for all employees of Consultant to communicate on behalf of the District in performance of the duties outlined herein. The following is a list of CSM Consulting, Inc. employees who are authorized to speak on behalf of the aforementioned client:

Kimberly Friends
Shawn Farley
Michelle Harken
Rosy Campos
Drulyne Vang
Sarah Achacoso

Linda Smith
Lehna Markarian
Rachel Allen
Kathy Carroll
Sarah Pimentel

Scott Harken
Jennifer Jimenez
Cathy Benham
Joan Przybyla
Mary Head

CSM Consulting, Inc.

Name: _____

Print Name: Gary T. Cichella

Title: President, E-Rate Services

Colton Joint Unified School District

Name: _____

Print Name: _____

Title: _____

BOARD AGENDA

REGULAR MEETING
May 13, 2010

CONSENT ITEM

TO: Board of Education

PRESENTED BY: Mike Snellings, Assistant Superintendent, Student Services Division

SUBJECT: Approval of Renewal of TeleParent Educational Systems, LLC
Contract for 2010-11 through 2012-13

GOAL: Support Services/Student Performance/Budget Planning

STRATEGIC PLAN: Parameter 1 – Safety

BACKGROUND: The district currently uses TeleParent Educational Systems, LLC for its telephone-based Emergency Broadcast System, Attendance Notification System, community outreach messages, and as a classroom to home communication tool. The program has been adopted by every school site in the district and is used extensively by teachers, principals and district administration. The current three-year contract expires on June 30, 2010. The district will save approximately \$11,000.00 over the prior contracted amount by agreeing to a multi-year agreement and renewing early

BUDGET IMPLICATIONS: \$67,740.75, annually for three years. To be paid from the General Fund

RECOMMENDATION: That the Board approve the renewal of the TeleParent Educational Systems, LLC contract for 2010-11 through 2012-13, as presented.

TELEPARENT EDUCATIONAL SYSTEMS, LLC

SERVICES AGREEMENT

This SERVICES AGREEMENT (this “Agreement”) is entered into effective as of 4-13-2010 (“Effective Date”) by and between TeleParent Educational Systems, LLC (the “Company”), with its principal place of business at 219 North Harbor Blvd., Suite A, Fullerton, CA 92832, and Colton Joint Unified School District (the “District”), with its principal address at 1212 Valencia Dr Colton, CA 92324

The Company and the District hereby agree as follows:

1. Terms and Conditions. In addition to the terms and conditions contained herein, the terms and conditions contained in Exhibit A, attached hereto (“Terms and Conditions”), shall control the rights and obligations of the parties hereto. Additionally, the District and each Service School, by entering into a Sales Quote, agrees that each Service School shall be subject to the terms and conditions contained in this Agreement and in the Terms and Conditions. The provisions contained in the Terms and Conditions are incorporated in their entirety into this Agreement by reference.
2. Term. This Agreement shall terminate upon the mutual written consent of the parties hereto.
3. Payment. The District, shall remit payment of all fees listed on their respective Sales Quote within thirty (30) calendar days of the invoice date. In the event full payment is not received within sixty (60) calendar days of the invoice date, the Company reserves the right to cease providing any of the Services to the non-paying party until such payment is received in full.
4. Support. The Company shall provide online and over-the phone customer care access to the District and Service School from 7:00 a.m. to 6:00 p.m. Pacific time, Monday through Friday, excluding all national and Company holidays.
5. Implementation.
 - (a) Client Account Manager. The Company will assign a client account manager (“CAM”) to the District and Service School, who will serve as the primary contact person for the implementation process of the Services and scheduling of trainings, as applicable.
 - (b) Parental Consent. It is the sole responsibility of the District and Service School to obtain all necessary consents, including but not limited to, parental consents for the students of the District or Service School, as applicable (“Students”), to receive telephonic messages from the Company.
 - (c) SIS Information. The parties hereto acknowledge and agree that the Company will require Student and teacher information from the District’s and Service School’s information systems in order for the Company to provide the Services. It is the sole responsibility of the District and Service School to obtain all necessary consents, including but not limited to, parental consents to release Student information to the

Company. By providing Student information to the Company, the District and Service School, jointly and severally, represent and warrant that all necessary consents have been obtained.

- (d) Login Information. The District hereby designates [_____] as its designated contact person. Each Service School will designate a designated contact person on its Sales Quote. The Company will provide the designated contact person at the District or Service School with the necessary login information for both teachers and administrators, as applicable, to access the Company's Services. Login information will only be distributed after the Company has received the requisite Student information and data from the District and Service School, as applicable, and the Company has processed and verified the accuracy of such information. The District and Service School shall promptly notify the Company in writing if there is a change in their respective designated contact persons.
6. Renewal of Services. The Company will contact the District at least ninety (90) days prior to the expiration of a Sales Quote with a renewal Sales Quote. Upon the expiration of the then current Sales Quote, a renewal Sales Quote will automatically extend the Services provided by the Company to the School, unless: (a) either party notifies the other in writing at least thirty (30) days prior to the expiration of the then current Sales Quote; (b) The company does not receive a Purchase Order by the date of renewal; (c) The Company does not receive payment for the Services under the renewal Sales Quote within sixty (60) days after the date of renewal; or (d) the Company has specified that no renewal term is available.
7. Enrollment Fluctuations. Student enrollment at the District and/or Service School, as applicable, may be reassessed bi-annually, in the Company's sole discretion. If the Company shall reassess Student enrollment and it is determined that Student enrollment is in excess of 100 students ("New Students") from the number assessed at the beginning of the term of a Sales Quote for either a District or a Service School, then the Company shall prepare a new Sales Quote to cover the New Students. In the new Sales Quote, the District and/or Service School will be charged a prorated cost per New Student through the end of the term of the then current Sales Quote.
8. Representations and Warranties of the District and Service School. The District and Service School hereby, jointly and severally, represent and warrant to the Company as follows: (i) this Agreement has been duly and validly executed and delivered by the District, as applicable, and constitutes the legal, valid and binding obligation of the District and Service School, enforceable against the District and Service School in accordance with its terms; (ii) the execution, delivery and performance by the District and Service School of this Agreement and the consummation by it of its obligations hereunder will not, with or without the giving of notice, the lapse of time, or both, conflict with or violate (A) any provision of law, rule or regulation to which the District or School is subject, (B) any order, judgment or decree applicable to the District or Service School or binding upon its assets or properties, (C) any provision of the charter or other organizational documents of the District or Service School, or (D) any agreement or other instrument applicable to the District or Service School or their properties; and (iv) no consent, approval or authorization of, or exemption by, or filing with, any governmental authority or any third party is required to be obtained or made

by the District or Service School in connection with the execution, delivery and performance of this Agreement or the taking by the District or Service School of any other action contemplated hereby. In addition to the foregoing, the District hereby represents and warrants to the Company, that the execution, delivery and performance of this Agreement, the Sales Quote and/or any other service agreement by a Service School or any other school within the District with the Company will not require any additional consent, approval or authorization from the District.

9. Limited Guaranty. In addition to its own payment obligations to the Company hereunder, the District hereby unconditionally and irrevocably guarantees (a) the punctual payment when due of all amounts due or to become due under the agreement.
10. Compliance with Laws. Each party agrees to comply with all applicable laws, rules and regulations, including, as applicable any internet regulations or policies, in its performance under the Agreement. The District and Service School agree to use the Services hereunder only for lawful purposes. Use of the Services hereunder for or in conjunction with the transmission, distribution, retrieval or storage of any information, data or other material in violation of any applicable law or regulation is prohibited.
11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its choice of law principles. The state and federal courts located in Orange County, California shall have the sole and exclusive jurisdiction over any claims or actions arising out of or related to this Agreement, and the District and Service School hereby consent to the personal jurisdiction of such courts.
12. Assignment; Successors and Assigns. This Agreement may not be transferred or assigned by either the District or Service School without the express written consent of the Company. Any purported transfer or assignment in contravention of this Section 13 shall be null and void. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and permitted assigns. No person shall be a third party beneficiary of this Agreement except as specifically provided herein.
13. Severability; Construction. If any provision of this Agreement conflicts with governing law or if any provision is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction: (a) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties hereto in accordance with applicable law; and (b) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect. The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction hereof. The parties agree that any and all Sales Quotes or other purchase documentation shall be superseded by the terms and conditions of this Agreement and the Terms and Conditions; provided, however, any provisions contained in a Sales Quote or other purchase documentation relating to the rights and obligations to or from a sales representative of the Company to the Company, the District or Service School shall not be superseded by this provision.

14. No Waiver. The failure of the Company to enforce at any time any of the provisions of this Agreement shall not be deemed to be a waiver of the right of the Company thereafter to enforce any such provisions.
15. Entire Agreement; Amendment. This Agreement contains the entire understanding of the parties with respect to its subject matter and supersedes all previous agreements, understandings, discussions and negotiations between the parties with respect to such subject matter, whether written or oral. The parties hereto acknowledge having read the terms and conditions set forth in this Agreement (including, without limitation, all Exhibits hereto), understand all such terms and conditions, and agree to be bound thereby. Except as otherwise provided herein, no modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party against whom it is to be enforced.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date by their respective undersigned duly authorized representative.

DISTRICT:

Colton Joint Unified School District

By: _____

Name:

Its: _____

COMPANY:

TeleParent Educational Systems, LLC

By:  _____

Name: Matt Hartman

Its: President

EXHIBIT A
TERMS AND CONDITIONS

The Company, District and Service School (by entering into a Sales Quote with the Company), hereby agree to the following terms and conditions:

1. Sale. The District agree to pay the purchase price and/or fees set forth in the Agreement and exhibits thereto for the Services (the "Purchase Price") in accordance with such terms and conditions. A finance charge of one and one-half percent (1½%) per month (18% annually) will be charged on all unpaid balances after the applicable payment period.
2. Price. Unless otherwise set forth in the Agreement and exhibits thereto, prices are subject to adjustment upward or downward within 30 days written notice.
3. Taxes. In addition to the Purchase Price, the District and Service School shall pay any taxes levied on the sale, delivery, provision or use of the Services.
4. Refunds. No refunds will be given for early termination of the Agreement.
5. Modifications. The Company, District and Service School agree that no modification to the Agreement or to these Terms and Conditions (together, the "Terms") shall be binding upon them or any of them, unless such modification shall be in writing and duly accepted in writing.
6. Services Disruptions. The Company shall not be liable for any loss, damage, delay, changes in schedules or failure to provide or deliver, whether arising in tort, contract or warranty, caused by accident, fires, strikes, riots, civil commotion, embargoes, failure of carriers, inability to obtain transportation, internet failure, computer failures, telecommunication equipment failures, or other equipment failures, electrical power failures, foreign or local government requirements, acts of God, prior service requests from customers, non-performance of third parties or any other causes of contingency beyond the Company's control. In such event, the Company shall not be liable for any consequential, incidental or special damages to either the District or Service School. The Company may, at its option and without liability, cancel all or any portion of the Agreement among the parties and/or extend any date upon which performance thereunder is due.
7. Terms of Use. The Services are provided to the District and Service School and its users subject to the Terms of Use ("TOU") on the Company's website (if applicable). The District and Service School and its users are responsible for regularly reviewing the TOU, which may be updated from time to time. The District and Service School acknowledge that they and their users shall be required to agree to the TOU to access the Services and such users shall be bound by such TOU.
8. Revisions. The Company shall at all times reserve the right to revisit and revise its Services for any reason, and without the obligation to notify any person and/or entity of such

amendment and/or revision, unless such amendments and/or revisions materially affect the delivery of support and/or maintenance services as provided in the Agreement.

9. Limitations on User Accounts. Usage of the Services is strictly limited to individuals associated with the District and/or Service School. Subscribing users are prohibited from publishing or in any way communicating their user names and passwords to non-subscribing individuals. Posting of user names and passwords on websites, emails, newsletters or any other types of electronic or print media is in violation of this policy.
10. Equipment. The District and Service School acknowledge that to access and use the Services, the District and Service School must obtain and maintain, at their sole expense, equipment and appropriate telephone services, including telecommunication software, security software and any other software or hardware that is necessary to operate and maintain a connection with the server for the Services.
11. Conditions of License. The District and Service School may not, without the Company's express prior written consent, use, merge, adopt, display, copy, modify, execute, distribute, translate or transfer the Services or the content of the Services, except as expressly provided in the Terms. Further, the District and Service School may not decompile, disassemble, or otherwise reverse engineer the Services or disable any protection methods used for preventing unauthorized use of or access to the Services.
12. Ownership of Services and Related Content. The District and Service School hereby acknowledge that the Company is the sole owner of the Services, the content of the Services and all related websites and web pages and the District and Service School expressly disclaim any ownership interest in the Services, content of the Services and/or any of the components thereof.
13. Termination for Cause. In the event that any part to this Agreement commits a material breach of one or more of the Terms and does not cure such breach within 30 days after written notice of such breach from the other party, then the notifying party may terminate the Agreement between the parties immediately by written notice.
14. Post-Termination Obligations. In the event of termination of the Agreement by the Company due to a breach of the Terms by the District and/or the Service School, the District and Service School shall immediately stop using the Services in any and all manner. Upon termination, the District and Service School, as applicable, shall pay to the Company all amounts due as provided under the Terms.
15. Disclaimer of Warranties. THE DISTRICT AND SERVICE SCHOOL EXPRESSLY UNDERSTAND AND AGREE THAT THEIR USE OF THE SERVICES ARE AT THEIR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- a. WITHOUT LIMITING THE FOREGOING, THE COMPANY MAKES NO WARRANTY THAT (i) THE SERVICES WILL MEET THE DISTRICT'S OR THE SERVICE SCHOOL'S REQUIREMENTS, (ii) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY THE DISTRICT OR THE SERVICE SCHOOL THROUGH THE SERVICE WILL MEET THEIR EXPECTATIONS, OR (v) ANY ERRORS IN THE SERVICES WILL BE CORRECTED.
 - b. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT THE DISTRICT'S AND SERVICE SCHOOL'S OWN DISCRETION AND RISK AND THE DISTRICT AND SERVICE SCHOOL WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO THEIR COMPUTER SYSTEMS OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
 - c. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY THE DISTRICT OR SERVICE SCHOOL FROM OR THROUGH THE COMPANY SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.
 - d. LIMITATION OF LIABILITY. THE DISTRICT AND SCHOOL EXPRESSLY UNDERSTAND AND AGREE THAT THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGE, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICES; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF THE DISTRICT'S AND SERVICE SCHOOL'S TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; OR (v) ANY OTHER MATTER RELATING TO THE SERVICES.
16. Indemnification. The District and Service School agree, jointly and severally, to indemnify and hold the Company and its subsidiaries, affiliates, partners, officers, directors, agents, distributors, and employees harmless from any claim or demand, including reasonable attorneys' fees made by any third party due to or arising out of content the District or Service School submits to, posts to or transmits through the Services, the District's and/or Service School's use of the Services, the District and/or Service School's connection to the Services, the District's and/or Service School's violation of the Terms, or the District's and/or Service School's violation of any rights of another.

17. Compliance with Laws. Each party agrees to comply with all applicable laws, rules and regulations, including, as applicable any internet regulations or policies, in its performance under the Agreement. The District and Service School agree to use the Services hereunder only for lawful purposes. Use of the Services hereunder for or in conjunction with the transmission, distribution, retrieval or storage of any information, data or other material in violation of any applicable law or regulation is prohibited.
18. Confidentiality; Privacy. Each party hereto agrees that during the course of their agreement each may be entrusted with confidential information relating to, among others, the business, operations, products, students, employees and services of another party. The party receiving such information (“Receiving Party”) agrees that it will not use such confidential information for any purpose except the performance of the Agreement, and that it will not disclose any such confidential information to any person unless such disclosure is authorized by the party disclosing such information (“Disclosing Party”) in writing. At no time, without the prior written consent of Disclosing Party, will Receiving Party use, copy, disclose to any third party, license, transfer or otherwise exploit the confidential information unless and until it becomes public knowledge through no fault of Receiving Party. Receiving Party will use and maintain appropriate security measures to honor all of its obligations under the Terms.
- a. Without limiting the foregoing, the District and Service School agree that in order for the Company to provide the Services to the District and the Service School, the District and Service School will be required to provide specific information to the Company to enable the District and Service School to send messages to their intended recipients using the Services. When submitting personally identifiable information to the Company, the District and Service School are giving their express consent to the collection, use and disclosure of personal information as set forth in the Terms. The parties hereto expressly agree that the following information, among others, will be collected by the Company (collectively, “Personal Information”):
- (i) Student Information: full name, phone number, record number, correspondence language, gender and grade level.
 - (ii) Teacher Information: full name, record number and email address.
 - (iii) Student Schedule Data: full name, each period teacher and record number.
- b. By providing the foregoing Personal Information to the Company, the District and Service School, jointly and severally, represent and warrant that the necessary consents, including but not limited to parental consents have been obtained by the District and Service School. The District and Service School further acknowledge that it is the sole responsibility of the District and Service School to obtain any and all necessary consents.
- c. Pursuant to this Agreement, TeleParent is receiving from the District personally identifiable student information, the confidentiality of which is protected under the Family Educational Rights and Privacy Act. TeleParent acknowledges and agrees that, in accordance with these laws, it may use such information only for the purposes for which the disclosure was made and may not redisclose the information to any other party

without the prior written consent of the Board. TeleParent shall not allow anyone to obtain access to personally identifiable information from education records except in strict accordance with the requirements, if any, established by the Board in writing. Upon termination of the Agreement, TeleParent shall, at the election of the Board, either destroy or return to the Board, all such information in its possession, if any, and confirm the same in writing to the Board.

19. Information Sharing. The Company will not sell, trade, or rent any Personal Information obtained from the District and Service School pursuant to the Agreement. All such information shall only be used by the Company's authorized employees or consultants, and such authorized employees and consultants shall only use the personal information to carry out the tasks specified in the Agreement.
20. Login Information/Communications. The District and Service School acknowledge that when the District and Service School use any online Services, the Company's servers will automatically record information that the District and Service School's browsers send whenever there is a visit to a website. These server logs record such information as the frequency of use and reports requested. The District and Service School further acknowledge that if and when the District and/or Service School sends email or other communications to the Company the Company may retain copies of those communications.
21. Trademarks; Publicity. Each of the District and Service School acknowledges and agrees that the Company is the sole owner of the entire right, title and interest in the trademarks, services marks, trade names, logos or other commercial or product designations (collectively, "Marks") relating to the Services and reserves all rights to the use of such Marks. Unless otherwise noted, all other aspects of the Services are either copyrighted or are the proprietary information and/or design of the Company and the Company is the sole owner of the entire right, title and interest to such intellectual property rights. No party may use any other party's Marks in any publication, advertisement or public announcement without the prior written consent from the owner of the Marks. Notwithstanding the foregoing, the Company may reference the District or Service School in the Company's customer listings. The Company may also place the District's or Service School's name and logo on the Company's web site, and in marketing materials relating to the Company's Services.
22. Independent Contractors. The parties hereto are independent contractors and nothing in the Terms will be construed to create a joint venture, partnership or an agency relationship between the parties.
23. Attorneys' Fees, Costs and Expenses. In any action, proceeding or dispute, with or without litigation, arising out of the Agreement or the transactions contemplated thereby, the successful party therein (regardless of whether the matter is pursued to judgment or is voluntarily dismissed) shall be entitled to recover from the other party thereto the reasonable attorneys' and paralegals' fees, court costs, filing fees, publication costs and all other expenses incurred by the successful party in connection therewith, at trial and all appellate proceedings, and in bankruptcy, administrative and similar proceedings.

24. Governing Law. The Terms shall be governed by and construed in accordance with the laws of the State of California without regard to its choice of law principles. The state and federal courts located in Orange County, California shall have the sole and exclusive jurisdiction over any claims or actions arising out of or related to the Terms, and the District and Service School hereby consent to the personal jurisdiction of such courts.
25. Assignment; Successors and Assigns. The Agreement may not be transferred or assigned by the District and/or Service School without the express written consent of the Company. Any purported transfer or assignment in contravention of this section shall be null and void. The Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and permitted assigns. No person shall be a third party beneficiary of the Agreement except as specifically provided herein.
26. Severability; Construction. If any provision of the Terms conflicts with governing law or if any provision is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction: (a) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties hereto in accordance with applicable law; and (b) the remaining terms, provisions, covenants and restrictions of the Terms shall remain in full force and effect. The headings of the sections and subsections of the Terms are inserted for convenience only and shall not be deemed to constitute part of the Terms or to affect the construction hereof.
27. No Waiver. The failure of the Company to enforce at any time any of the provisions of the Terms shall not be deemed to be a waiver of the right of the Company thereafter to enforce any such provisions.
28. Limited Guaranty. In addition to its own payment obligations to the Company under the Agreement, the District hereby unconditionally and irrevocably guarantees (a) the punctual payment when due of all amounts due or to become due under the Agreement (and all renewals, extensions, modifications and rearrangements thereof) by the Service School, and (b) the full and faithful performance of all of the terms, covenants, conditions and agreements contained in the Agreement (and all renewals, extensions, modifications and rearrangements thereof) by the Service School; and (c) any and all costs and expenses arising out of the enforcement of the Agreement and in particular, this limited guaranty provision.

DISTRICT SCHOOL LIST ADDENDUM
(Revised 09/2008)

This is an addendum to the Agreement between Colton Joint Unified School District
(District) and TeleParent Educational Systems, LLC (TeleParent) dated 5-3-2010

The following schools are included in the Agreement:

Alice Birney Elementary School
Bloomington High School
Bloomington Middle School
Colton High School
Colton Middle School
Cooley Ranch Elementary School
Crestmore Elementary School
Gerald A Smith Elementary School
Grand Terrace Elementary School
Grant Elementary School
Jurupa Vista Elementary School
Las Banderas Academy-Colton
Lincoln Elementary School
Mary B. Lewis Elementary School
McKinley Elementary School
Michael D'Arcy Elementary School
Paul J Rogers Elem School
Reche Canyon Elementary School
Ruth Grimes Elementary School
Ruth O'Harris Middle School
San Salvador Children's Center
San Salvador Head Start
San Salvador Special Day
San Salvador State Preschool
Slover Mountain High School
Sycamore Hills Elem School
Terrace Hills Middle School
Terrace View Elementary School
Walter Zimmerman Elem School
Washington Alternative/ Independent Study
Washington at Risk Program at BMS
Washington Elementary Community Day School
Washington Opportunity at BMS
Washington Opportunity at Colton
Washington Secondary at Risk
Woodrow Wilson Elementary School

TELEPARENT EDUCATIONAL SYSTEMS, LLC

SALES QUOTE

 TeleParent Educational Systems, LLC <i>The Parental Involvement Solution</i>	QUOTE Date: May 3, 2010
219 N. Harbor Blvd. Suite A., Fullerton, CA. 92832 Phone 800.688.6077 Fax 714.882.7405 <i>www.TeleParent.net</i>	

David Thurston
david_thurston@colton.k12.ca.us
 (909) 580-6560

Colton Joint Unified School District
 1212 Valencia Dr.
 Colton, CA 92324

CLIENT ACCOUNT MANAGER	PHONE	FAX	EMAIL
Ryan Carel	800.688.6077 ext 727	714.882.7405	rcarel@teleparent.net

QTY	SERVICE	DESCRIPTION	ENROLLMENT	TERM	PRICE PER STUDENT/TRAINING	TOTAL
1	CO2	Total Communication Solution Package (TCS) - Classroom Situational Student Messaging - Office Situational Student Messaging - Community Outreach - Emergency Calling Solution - Smart Attendance Messaging - Survey Service	24,633	12 Months	\$2.75	\$67,740.75
		<i>TOTOL</i>				\$67,740.75

Quotation prepared by: Ryan Carel

To accept this quotation, sign here and return: _____

ALL QUOTES ARE VALID FOR 30 DAYS. ANY EXTENSIONS, PROVISIONS OR ALTERATIONS TO THIS QUOTE MUST BE APPROVED BY SALES REPRESENTATIVE.

BOARD AGENDA

**REGULAR MEETING
May 13, 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
Alice Birney Elementary	CEC Entertainment Chuck E. Cheese 4441 West Airport Freeway Irving, TX 75062	Check #818239 Fundraiser for field trips, incentives, etc.	\$438.38
Bloomington High School	Alexandra Alonzo 10281 MacDuff Street Stanton, CA 90680	Check #4330 ASB – Support a singer – Choir Club	\$65.00
Bloomington High School	Bel-Air Swap Meet, Inc. 17565 Valley Blvd. Bloomington, CA 92316	Check #14856 ASB - Support Cross Country	\$3,000.00
Bloomington High School	Brandon's Diner 17132 Slover Avenue Fontana, CA 92337	Check #1037 ASB – Support Wrestling CIF Rings	\$75.00
Bloomington High School	Elite Road Service & Tire P.O. Box 1347 Bloomington, C 92316	Check #3175 ASB – Support Girls' Soccer Club	\$200.00
Bloomington High School	Cheryl Henderson, Teacher c/o BHS - 10750 Laurel Avenue Bloomington, CA 92316	Check #2385 ASB - Support AVID	\$50.00
Bloomington High School	Robert Meyers, Teacher c/o BHS – 10750 Laurel Avenue Bloomington, CA 92316	Check #2803 ASB – Support AVID	\$200.00
Bloomington High School	Lisa Padilla, Resource Specialist c/o BHS – 10750 Laurel Avenue Bloomington, CA 92316	Check #1850 ASB – Support AVID	\$25.00
Bloomington High School	Lynn Park, Counselor c/o BHS – 10750 Laurel Avenue Bloomington, CA 92316	Check #0800 ASB – Support AVID	\$150.00
Bloomington High School	Marlene Teliska 10281 MacDuff Street Stanton, CA 90680	Check #894 ASB Choir Club	\$300.00
Bloomington High School	Tsiramanes Inc. 17042 Slover Avenue Fontana, CA 92337	Check #2163 ASB – Support Wrestling CIF Rings	\$50.00
Cooley Ranch	Cooley Ranch PTA 1020 South Cooley Drive Colton, CA 92324	Check #2164 Field Trips	\$3,000.00
Cooley Ranch	Kiwanis Kids Club 1000 South Cooley Drive Colton, CA 92324	To purchase health office bag (cash)	\$9.62
D'Arcy Elementary	James Edward Harris Edison International P.O. Box 3288 Princeton, NJ 08543-3288	Check #123498 Site discretionary	\$369.45
Grand Terrace Elementary	Grand Terrace Elementary PTA 12066 Vivienda Avenue Grand Terrace, CA 92313	Check #1396 \$8,000 for Field Trips \$1,000 for Library	\$9,000.00
Grant Elementary	Shannon L. Arnce 1045 North 7 th Street Colton, CA 92324	Check #1557 Library books	\$150.00
Grant Elementary	Carlos Villalba 283 West D Street, Colton, CA 92324 Edison International Annual Campaign Match P.O. Box 3288, Princeton, NJ 08543-3288	Check #154035 Site discretionary	\$120.00

Site	Donor	Donation/Purpose	Amount
Grimes Elementary	Anonymous Donor(s) Edison International Annual Campaign Match P.O. Box 3288 Princeton, NJ 08543-3288	Check #154539 - \$30.00 Check #123954 - \$30.00 To follow Child Alyssa Riddle	\$60.00
Jurupa Vista Elementary	Jurupa Vista Elementary PTA 15920 Village Drive Fontana, CA 92337	Check #1166 First Grade Field Trip	\$1,000.00
Jurupa Vista Elementary	General Mills Box Top for Education P.O. Box 200 Young America, CA 55553-0200	Check #000665441 Fifth Grade Field Trip	\$336.50
Reche Canyon Elementary	TEAM Coyote Inc. 3101 Canyon Vista Drive Colton, CA 92324	Check #1187 Kinder Field Trip.	\$200.00
Reche Canyon Elementary	Jacqueline & T.P. Preciado 205 Lido Street Redlands, CA 92374	Check #4791 Sixth Grade (Chase Preciado)	\$25.00
Terrace Hills Middle School	The Community Foundation 4280 Latham Street, Suite C Riverside, CA 92501	Check #28150 AVID College Field Trip	\$1,000.00
Terrace View Elementary	Grand Terrace Woman's Club 22421 Barton Road #398 Grand Terrace, CA 92313	Check #2192 Sixth Grade Science Camp	\$500.00
Terrace View Elementary	James A. Downs c/o 1212 Valencia Drive Colton, CA 92324	Check 166 Site discretionary	\$100.00
Terrace View Elementary	Joshua & Jennifer Parthemore 1933 Cherry Wood Lane Colton, CA 92324	Check #2706 Harris' Class Field Trip	\$1,000.00

BOARD AGENDA

**REGULAR MEETING
May 13, 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

GOAL: School Safety & Attendance

STRATEGIC PLAN: Strategic Parameter #7 – Fiscal Responsibility

**BUDGET
IMPLICATIONS:** \$100.00 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.

Colton Joint Unified School District

Employee Vehicle Damage Reimbursement

Board Policy #4356.3

Board Meeting: May 13, 2010

EMPLOYEE (EIN)	LOCATION	DATE/TIME	DETAIL/INCIDENT	RPR. EST.	INS. DED.	POLICE REPORT
8238	Colton MS Near Building M	April 30, 2010, between 9:30 am and 11:30 pm	Passenger side window broken - stones.	\$100	Liability Only	police report # 10-14926

BOARD AGENDA

REGULAR MEETING
May 13, 2010

ACTION ITEM

TO: **Board of Education**

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

SUBJECT: **Approval of Amendment to the Superintendent's Contract**

GOALS: Student Performance, Personnel Development, Facilities/Support Services, Budget Planning, School Safety & Attendance, Community Relations, & Parent Involvement

STRATEGIC PLAN: Strategy #1 – Communication
Strategy #3 – Decision Making
Strategy #6 – Character

BACKGROUND: Government Code 53262(a) states that all contracts of employment with a superintendent shall be approved in an open session of the governing body of the local school agency, which shall be reflected in the governing body's minutes.

RECOMMENDATION: That the Board approve the amendment to the superintendent's contract as presented.

ACTION: On a motion by Board member _____ and _____, the Board approved the amendment to the superintendent's contract, as presented.

BOARD AGENDA

REGULAR MEETING
May 13, 2010

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Order of Adoption of the Reduction in Workforce, Involving 142 Permanent and Probationary Certificated Employees

GOAL: Human Resources Development

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: On February 18, 2010, the Governing Board of the Colton Joint Unified School District determined that it was in the best interests of the district and the welfare of the school and the pupils thereof to reduce or discontinue particular kinds of services due to adverse financial conditions, resulting in a lessening of the number of certificated employees of the district. The reduction of services of regular certificated employees was not based upon the decline of average daily attendance during the past two years. In accordance with its determinations, the Governing Board passed Board Resolution 10-06, which reduced and eliminated various particular kinds of services (totaling 142 full time equivalent positions). The Governing Board's resolution directed that the reduction of certificated staff be achieved by terminating regular employees and not by terminating temporary and substitute employees. The Governing Board enacted other measures related to "competency" and tie-breaking criteria that were to be applied to employees holding the same seniority date. The Governing Board directed that the district superintendent or his designee initiate layoff procedures and give appropriate notices to certificated employees affected by the resolution pursuant to Education Code sections 44955 and 44949.

On April 30, 2010, a layoff hearing was commenced. At the hearing, the district stipulated that the layoff notices served on each of the affected employees be rescinded, and the Administrative Law Judge presiding at the hearing issued his ruling in conformance with that stipulation, and not based on any finding that the district had acted other than in full conformance with the law.

RECOMMENDATION: That the Board approve the order of adoption of the reduction in workforce, involving 142 permanent and probationary certificated employees

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

BOARD AGENDA

REGULAR MEETING
May 13, 2010

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Jerry Almendarez, Assistant Superintendent, Human Resources Division
- SUBJECT:** Authorization to Assign “Mild/Moderate-Level” Teachers to Teach Students with Autism Under Board Resolution During the 2010-11 School Year and During 2010 Summer School
- GOAL:** Personnel Development
- STRATEGIC PLAN:** Strategy #1 – Communication
- BACKGROUND:** Under the provisions of AB 2302, Education Code Section 44265.1 was amended to provide flexibility to enable school districts to more easily employ individuals to serve in the shortage area of autism. The new provisions allow school districts to assign a teacher with a credential authorizing services to students with mild and moderate disabilities to provide instruction to students with autism by resolution of the Governing Board, and with the consent of the teacher, in a departmentalized class if the teacher has satisfied certain criteria. The teacher would pursue the appropriate added authorization while serving under this local assignment option.
- The provisions of this statute become inoperative two years after the commission adopts regulations to add an autism added authorization or on August 31, 2011, whichever is first.
- Authorization for Service
EC 44265.1 allows the holder of a “mild/moderate-level” special education credential to provide special education instruction to students with autism if the teacher satisfies specific criteria.
- BUDGET IMPLICATIONS:** None
- RECOMMENDATION:** That the Board approve the authorization to assign certain special education teachers to teach under Board Resolution, utilizing the provisions under Education Code Section 44265.1, during the 2010-11 school year and during 2010 summer school, as presented.
- ACTION:** On motion of Board Member _____ and _____, the Board approved the recommendation as presented.

BOARD AGENDA

REGULAR MEETING
May 13, 2010

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Jerry Almendarez, Assistant Superintendent, Human Resources Division
- SUBJECT:** Approval of Authorization to Assign Secondary Teachers to Teach Subject(s) Not Listed on Teaching Credentials Under Board Resolution During the 2010-11 School Year and During 2010 Summer School
- GOAL:** Personnel Development
- STRATEGIC PLAN:** Strategy #1 – Communication
- BACKGROUND:** Each year, principals of middle and high schools must plan class schedules utilizing teachers whose respective credentials may not cover every class needed to accommodate the school curriculum during the school year.
- Standard secondary credentials are limited to the teaching of the subject(s) listed as the major or minor. Single subject credentials are limited to the subject names as the single subject, or the supplementary authorization in grades 9 and below. The only secondary credentials not limited to certain subject are the Pre-Fisher General Secondary. Multiple subject credentials with a supplementary authorization allow departmentalized teaching in grades 9 and below in the area of the supplementary authorization.
- In order to plan a good instructional program, it is necessary to take advantage of Education Code Sections 44263, 44256(b), and 44258.2 provided for these assignment situations.
- Authorization for Service
- EC 44263 allows the holder of a teaching credential to serve, by resolution of the governing board and with the consent of the teacher, in a departmentalized class if the teacher has completed 18 semester units of course work or 9 semester units of upper division or graduate course work in the subject to be taught.
- EC 44256(b) allows, by resolution of the governing board, the holder of a multiple subject or standard elementary teaching credential to teach, with his or her consent, any subject in departmentalized classes below grade 9 if the teacher has completed 12 semester units or 6 upper division or graduate semester units in the subject to be taught.
- EC 44258.2 states that the holder of a single subject or standard secondary teaching credential may, with his or her consent, be assigned by action of the local governing board to teach classes in grades 5 through 8 in a middle school, provided that the teacher has a minimum of 12 semester units or 6 upper division or graduate semester units in the subject to be taught.
- BUDGET IMPLICATIONS:** None
- RECOMMENDATION:** That the Board approve the authorization to assign teachers to teach under Board Resolution, utilizing the provisions under Education Code Sections 44263, 44256(b), and 44258.2 during the 2010-11 school year and during 2010 summer school, as presented.
- ACTION:** On motion of Board Member _____ and _____, the Board approved the recommendation as presented.

BOARD AGENDA

**REGULAR MEETING
May 13, 2010**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Adoption of District Declaration of Need for Fully Qualified Educators 2010-11

GOAL: Personnel Development

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: In order to meet certificated staffing needs each year, the district may need to apply for emergency staffing permits for some teachers. Title 5 Regulations governing the application and issuance of emergency permits require that each school district submit a completed Declaration of Need for Fully Qualified Educators each school year.

The declaration must be adopted by the governing board, certifying that there are insufficient numbers of fully credentialed certificated persons meeting the district’s specified employment criteria for the positions listed on the declaration form. The approved declaration must be on file with the California Commission on Teacher Credentialing in order to employ teachers on emergency teaching permits. Emergency permits are no longer available for multiple subject, single subject or education specialist (special education) credentials.

Currently, the district has three teachers serving under Emergency CLAD Permits. In addition, the district may need to assign certain special education teachers to serve under a Limited Assignment Permit. These teachers would be “mild/moderate-level” credential holders who are taking course work toward an authorization to teach students with autism.

The completed Declaration of Need for Fully Qualified Educators for the 2010-11 school year is submitted with this board item.

BUDGET IMPLICATIONS: None

RECOMMENDATION: That the Board adopt the District Declaration of Need for Fully Qualified Educators for the 2010-11 school year.

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

BOARD AGENDA

REGULAR MEETING
May 13, 2010

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Shared Contract for 2010-11 School Year

GOAL: Human Resources Development

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: The agreement between ACE/CTA/NEA and the district has a provision that states that shared contract requests shall be subject to district needs and final board approval. The following teachers have requested a shared contract for the 2010-11 school year:

- | | |
|--|------------------|
| 1. Melinda Lyles/Keri Martin | Jurupa Vista |
| 2. Virginia Reynolds/Daria Cross | Terrace Hills MS |
| 3. Tina Fedrow-Fichtel/Rebecca Garrett | Sycamore Hills |

The plan would have the teachers work two days a week and alternate biweekly to cover the fifth day. Where a Monday holiday exists, the teachers will each teach two days that week. Days are to be submitted to the principal on a staffing calendar. Both teachers would participate as follows:

1. Attend the first and last day of school
2. Attend parent conferences for all students
3. Communicate through daily tapes and notes
4. Substitute for each other whenever possible
5. Attend Open House, parent nights, and performance nights
6. Sign report cards for all students
7. Alternate monthly staff meetings

Compensation and fringe benefits to be prorated based upon a 50% shared contract.

RECOMMENDATION: That the Board approve the shared teaching contract between the teachers listed above for the 2010-11 school year under *Article 20: Shared Contract Employment* of the current ACE Agreement.

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

B-6

BOARD AGENDA

**REGULAR MEETING
May 13, 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. Lillestrand, Sara Elementary Teacher (Temp)–Crestmore
- I-B Certificated – Activity/Coaching Assignments - None
- I-C Certificated – Hourly – None
- I-D Certificated – Substitute Teacher
1. Lepe, Angela
- II-A Classified – Regular Staff
1. Anthony, Elizabeth Special Ed Inst. Asst. - Wilson
- II-B Classified – Activity/Coaching Assignments
1. Rivera, Thomas Softball-HD Frosh/Soph (walk-on)-CHS
2. Williams, Cecelia Track-HD JV (walk-on) – CHS
- II-C Classified – Hourly
1. Jacques, Maribel Sub Noon Aide – Grand Terrace
- II-D Classified – Substitute
1. Garcia, Carolina Sub Noon Aide
2. Vargas-Gonzalez, Daisy Sub Noon Aide

RECOMMENDATION: That the Board approve personnel employment as presented.

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

BOARD AGENDA

**REGULAR MEETING
May 13, 2010**

ACTION ITEM

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

Janice Aldrich – CHS Kimberly Guadagnoli Teachers	Drama Teachers Weekend At Camp Bravo May 28-31, 2010 Northridge, CA Lottery Fund: \$1,000
Celia Gonzales – DO/Special Proj. Coordinator	CAASFEP 2010 Spring Institute June 20-24, 2010 Monterey, CA Title II Fund: \$2,796.15
Elaine Fresco – CHS Teacher	AP By the Sea June 21-25, 2010 San Diego, CA GATE Fund: \$695
Sara Anchondo – Grimes Cecelia Arroyo Silvia Correa Brenda DeLaVega Eva Heras Lucy Unda Teachers Ignacio Muniz Assistant Principal	2010 TWBI (Two-Way Bilingual Immersion) Conference July 5-8, 2010 San Diego, CA Title I Fund: \$8,355.63
Marisa Bline – THMS Counselor Lauren Rumpf Rita Combs Elaine Brinker Jeannie Colunga Maryellen Herbert Teachers	AVID Summer Institute July 26-30, 2010 San Diego, CA Lottery Fund: \$4,819
	Total: \$17,665.78

RECOMMENDATION: That the Board approve conference attendance as presented.

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

BOARD AGENDA

**REGULAR MEETING
May 13, 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 \$372,778.13 as listed.

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

<u>P.O.</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>RESOURCE CODE*</u>	<u>AMOUNT</u>
013987	Pearson Curriculum Group	Txtbks/G. Terrace	0356	\$13,235.40
014003	Dave Bang Associates	Wood Fiber/Grant	9878	\$11,504.24
014060	Holt	Txtbks./BHS	0356	\$11,378.62
014062	Holt	Txtbks./BHS	0356	\$11,093.62
014080	McGraw-Hill	Txtbks./BHS	0356	\$13,181.25
014141	Lightspeed Technologies	New Eq./Crestmore	3010	\$25,563.42
014143	Houghton Mifflin	Inst. Mats./Grant	7090/3010	\$18,737.09
014144	Houghton Mifflin	Inst. Mats./Lewis	3010	\$18,698.50
014150	Spectrum Communications	New Eq./Facilities	9120	\$10,147.26
014157	McGraw Hill	Inst. Mats./Birney	7090	\$10,731.20
014160	Houghton Mifflin	Inst. Mats./J. Vista	7090	\$11,346.99
014162	Houghton Mifflin	Inst. Mats./McKinley	7090	\$11,970.09
014168	Houghton Mifflin	Inst. Mats./Zimmerman	7090	\$16,703.02
014169	Cambium Learning	Txtbks./BHS	0356	\$13,849.34
014178	Positive Promotions	Inst. Mats./C. Ranch	6660	\$13,336.66
014209	Spectrum Communications	Tech. Eq./Smith	0110	\$12,253.81
014211	Spectrum Communications	Tech. Eq./Lewis	0110	\$12,327.88
014212	Spectrum Communications	Tech. Eq./Zimmerman	0110	\$12,746.16
014251	Houghton Mifflin	Inst. Mats./Lewis	7090	\$18,698.50
014254	Houghton Mifflin	Inst. Mats./Rogers	7090	\$13,730.85
014256	Houghton Mifflin	Inst. Mats./Wilson	3010	\$15,250.06
014262	Houghton Mifflin	Inst. Mats./Smith	3010	\$15,559.37
014264	Houghton Mifflin	Inst. Mats./Grimes	7090/7091	\$12,503.08
014277	Houghton Mifflin	Inst. Mats./G. Terrace	0395/7090	\$11,977.71
014279	Learning Plus Assoc.	Inst. Mats./McKinley	3010	\$10,155.45
014280	Pearson	Txtbks./R. Canyon	0356	\$13,597.57
TOTAL				\$372,778.13

***LEGEND**

0000 Revenue Limit/Unrestricted	1100 State Lottery Revenue	5531 Child Nutrition: ARRA Equip
0001 Child Dev. Facilities	1300 Class Size Reduction K-3	5630 NCLB: Title X Mck-Vnto Homeless
0100 Microsoft Voucher Prg-Schools	3010 NCLB: Title 1, Pt A Grnt Low Inc.	5640 Medi-Cal Billing Option
0105 Microsoft Voucher Prg-Other	3011 NCLB: ARRA Title I, Pt A Basic	5850 Smaller Learning Community
0356 RS7156 IMFRP	3025 NCLB: Title 1, Pt D SBPRT2 N&D	6010 After Schl Ed & Safety (Ases)
0110 E-Rate Technology Program	3185 NCLB: Title 1, Pt A, PI Corr Actn	6055 Child Care & Dev – State Preschool
0115 Best Practices Cohort	3200 St Fi St Fiscal StabilZtn Fund (ARRA)	6060 Child Care and Dev. – Alt Pymnt Prg.
0305 RS6405 Schl Safety & Violence Prv	3310 Sp Ed-Idea Bas Grnt Entl	6130 Child Care Center-Based Resrve
0325 RS7325 Stff Dev:Admin Training	3311 Sp Ed-Idea B, Sec611, Prvt Schls	6275 Teacher Recruitment & Retention
0330 RS2430 Community Day Schl	3313 ARRA Idea Pt B, Sec611 Local	6286 English Lang. Learning Train
0340 RS7140 GATE	3314 ARRA Idea Pt B,Sec611 Prvt Sch	6300 Lottery: Instructional Matl
0350 RS6350 CRY-ROP	3315 Sp Ed-Idea Presch Entl Non Ris	6360 ROP/C-Handicapped Pupils
0355 RS7055 CASHEE Intensive Inst.	3319 ARA Idea Pt B, Sec 619 Preschl	6405 School Violence – School Safety
0356 RS7156 IMFRP	3320 Sp Ed-Idea Presch Loc Entl Ris	6500 Special Ed.
0360 RS6760 Arts & Music BG	3322 ARRA Idea Pt B, Early Intervnt	6520 Sp Ed-Project Workability
0367 RS6267 NB Certification	3324 ARRA Idea Pt B, Sec 611 Preschl	6530 Sp Ed-Low Incidence
0370 RS7294 Stff Dev: Mth 7 Read SB472	3340 Sp Ed-Idea Inservice Training	6535 Sp Ed Personnel Development
0371 RS7271 PAR	3345 Sp Ed-Idea Presch Staff Devel	6660 CIG/TBCO PDS SRTX Fnd-Entl Gr
0380 RS7080 7-12 Counselors	3550 Voc. Prgs – Voc & Appl Secndry & Ad	7010 Agricultural Vocational Ed.
0385 RS6285 CBET	3710 NCLB: Title IV, Pt A Drug Free	7090 Economic Impact Aid-SCE
0390 RS7390 AB825 Pupil Rentention BG	4035 NCLB: Title II Part A	7091 Economic Impact Aid-LEP
0391 RS6091 CAL-SAFE Supp Svs	4036 NCLB: Title II, Part A Prin Trn	7230 Transport – Home to School
0392 RS6092 CAL-SAFE Child Care	4045 NCLB: Title II Part D	7240 Transportation Spec. Ed.
0393 RS7393 AB825 Staff Dev BG	4203 NCLB: Title III LEP Stdnt Prg.	7400 OEIA-Quality Educ. Invstment Act
0394 RS7394 AB825 Targeted Inst. Imp	5035 CD -Blk Grnt – 25% Qlity/Discrtn	8150 RMA-Ongoing Major Maint.
0395 RS7395 AB825 Schl & Lib Imp BG	5080 CD-Dep Care-Pub Law-Chld Care	9005 Medic-Cal Admin. Activities (MAA)
0396 RS7396 Schl Site Disc Blk Grnt	5095 CD Infant/Tddler Capacity Bldg	9010 Other Local
0750 Mandated Costs Incentive	5210 Head Start	9015 APIP (Advncd Plcmn Incntv Prg)
0790 Donations, Misc.	5310 Child Nutrition-School Program	

BOARD AGENDA

**REGULAR MEETING
May 13, 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 #1403 through Batch #1549 for the sum of **\$6,371,808.49**.

The Colton Joint Unified School District 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
May 13, 2010**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Contract Amendment with Harley Ellis Devereaux for the Colton High School New Math and Science Building and Interim Housing Projects

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: The original master contract was approved in December 2002 for modernization and new construction at Colton and Bloomington high schools. In 2006, the plans were approved by the District and the Division of the State Architect for this project.

This amendment is necessary to restart the project, and includes design, bidding, construction administration, and DSA project close-out. Restart work includes un-archiving drawings, specifications, and preparation and submittal of revised plans to the Division of the State Architect.

This amendment also includes the design and Division of the State Architect approval for the interim housing portables. Additional details are provided in the attached backup documentation.

BUDGET IMPLICATIONS: Bond Fund 21 Measure G
\$495,500 - Architecture and Engineering Fees
\$ 35,000 - Reimbursables

RECOMMENDATION: That the Board approve contract amendment with Harley Ellis Devereaux for the Colton High School new math and science building and interim housing projects.

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



PROPOSAL

PROJECT NAME: Colton Joint Unified School District:
Colton High School Math & Science Building Project

PROJECT NO: 2009-00021-000

DATE: 08 APRIL 2010

PROPOSAL TO OWNER / ARCHITECT AGREEMENT

1770 Iowa Avenue
Suite 100
Riverside, California
92507 | USA

t 951.346.0500
f 951.346.0515
harleyellisdevereaux.com

Pursuant to the request of the Colton Joint Unified School District's we are pleased to submit this Add Services Fee Proposal to restart the Colton High School New Math and Science Building Project, as well as integrating design revisions to each project's plans and specifications that have been requested by the District.

The Lump Sum fees for this proposal's services total \$419,050 (Four Hundred Nineteen-Thousand and Fifty Dollars) for the Colton High School New Math and Science Building, with an additional \$76,450 (Seventy-Six Thousand Four Hundred and Fifty Dollars). An amount of \$35,000 (Thirty-Five Thousand Dollars) has been added to the Reimbursable Expense Allowance. These fees shall be invoiced on a Percent Complete Basis, or as noted within the Proposal.

Included within this fee is \$44,200 (Forty-four Thousand-Two Hundred Dollars) for the Colton High School Interim Housing Project with an associated \$3,500 (Three Thousand Five Hundred Dollars) in Reimbursable Expenses. Please refer to Item F - Colton High School Interim Housing Project for the project's scope of work and fee break-down.

The plans for the New Math & Science Building Project were previously approved by the District and DSA, however due to the extended hiatus, it is required that specified products be analyzed to reflect current product availability and updating. This includes analyzing, modifying and amending the plans and specifications to reflect current product availability, product basis of design models, mechanical equipment availability and, finish materials availability.

There are also District requested Scope of Work revisions regarding exterior finishes, roof top mechanical screening, ceiling finishes, acoustical treatments and the addition of a future security system by the District that is to be coordinated into the construction documents by means of adding conduits and the required power necessary for the system. The actual design of the security system is the responsibility of the District.

The previously designed and approved data distribution closets shall be re-evaluated for size, service accessibility and cooling, however our fees do not include re-design and/or expansion of the data closets. Additional new Scope of Work items shall include Parking Lot expansion and Water Pollution Prevention Plans that are now required by law.

That certain Owner/Architect Agreement (Basic Agreement) dated December 13, 2002 by and between Colton Joint Unified School District (Owner) and Harley Ellis Devereaux (formerly known as "Fields Devereaux Architects and Engineers" (Architect) with respect to

Planning
Architecture
Engineering
Interior Architecture
Landscape Architecture
Construction Services

Partner Companies:

Spectrum Strategies
Crime Lab Design
GreenWorks Studio
iQ - Investment in Quality
HED Build

Regions:

Los Angeles
Chicago
Detroit
San Diego

Celebrating 100 years
1908 | 2008



providing Architectural and Engineering Services is hereby amended, modified and revised as follows:

A. **COLTON HIGH SCHOOL MATH & SCIENCE BUILDING PROJECT RESTART:**

SCOPE OF WORK

Additional Architectural and Engineering Services associated with re-starting the project after the District placed the project on hold in 2006.

- Restart work includes up to 5 meetings with District Representative, Site Principal and District Project Manager so as to plan and coordinate the project restart.
- Un-archive drawings, specifications and, re-acquaint staff and consultants with project.
- Revise and update mechanical plans and specifications as required, to replace the originally designed equipment that is no longer available nor in production.
- Update Technical specifications to current product basis of design models, model numbers and standards.
- Review and update electrical equipment and fixture product numbers on drawings and specifications, and update drawing and specifications to address Independent review comments.
- Prepare and submit the revised drawings, specifications, and calculations to the Division of State Architect.
- Review and update recently District installed electrical infrastructure adjacent to the new Math & Science Building and to modify all required drawings and specifications to accurately reflect the existing conditions.
- Additional topographic survey work.

Additional costs associated with these tasks have been determined as allowed by Article III of the Basic Agreement, "Additional Architect's Services", Paragraph 1.b, "Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with Change Orders required by causes beyond the control of the Architect".

ARCHITECTS COMPENSATION

Harley Ellis Devereaux will provide the service outlined above in the Scope of Services for a Not to Exceed fee of **\$60,500 (Sixty Thousand-Five Hundred Dollars)**, on a Time and Material Basis utilizing Harley Ellis Devereaux 2010 hourly rates as set forth in Attachment B. These rates are inclusive of our mechanical, electrical, plumbing engineers and any additional consultants, plus reimbursable expenses as permitted by our existing contract.



REIMBURSABLE EXPENSES

The Reimbursable Expense Account, as described in Article XI of the Basic Agreement, shall be increased for this project by **\$10,000 (Ten Thousand Dollars)**.

B. COLTON HIGH SCHOOL MATH & SCIENCE BUILDING – DEMOLITION PACKAGE: (IF REQUIRED)

- o **Additional Related Services – Separate Demolition Package for New Math Science Building**
 - o Provide separate site demolition package associated with the new Math Science Building by using previously approved DSA drawings and specifications, including over excavation, grading for pad with plus / minus 2” tolerance, as certified by a Civil Engineer.
 - o Temporary utilities as needed to keep existing adjacent buildings in operation.

Separate Site Demolition Package: (If Required)

Harley Ellis Devereaux will provide the services associated with the demolition package associated with the site of the new Math Science Building, including Civil Engineering fees for an additional fee of **\$16,750 (Sixteen-Thousand, Seven Hundred and Fifty Dollars)**.

REIMBURSABLE EXPENSES

The Reimbursable Expense Account, as described in Article XI of the Basic Agreement, shall be increased by **\$1,500 (One Thousand-Five Hundred Dollars)**.

C. COLTON HIGH SCHOOL MATH & SCIENCE BUILDING BIDDING, CONSTRUCTION ADMINISTRATION, AND DSA CLOSE-OUT:

SCOPE OF WORK

Due to the increase in operating costs from the time project was placed on hold in 2006 to the project re-start in 2009, the value of the Bid Support, Construction Administration and Post Occupancy Survey effort is hereby increased as is allowed by Article III of the Basic Agreement, “Additional Architect’s Services”, Paragraph 1.b, “Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with Change Orders required by causes beyond the control of the Architect”.

ARCHITECTS COMPENSATION

Harley Ellis Devereaux will provide the service outlined above in the Scope of Services for a lump sum of **\$260,000 (Two Hundred Sixty Thousand Dollars)**, inclusive of consultants



REIMBURSABLE EXPENSES

The Reimbursable Expense Account, as described in Article XI of the Basic Agreement, shall be increased for this project by **\$12,500 (Twelve Thousand Dollars)**

**D. COLTON HIGH SCHOOL MATH & SCIENCE BUILDING
STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND
WATER QUALITY MANAGEMENT PLAN (WQMP):**

SCOPE OF WORK

Harley Ellis Devereaux and its consultant(s) shall prepare a report which prescribes the Best Management Practices (BMPs) as identified in the CASQA California Storm Water BMP Handbook as is appropriate for this project. A Notice of Intent (NOI) shall be filed with the State Water Resources Control Board on behalf of the Colton Joint Unified District. All associated Notice of Intent Fees, including the application fee(s) and annual fees, are the responsibility of the District and shall be provided by the District.

Harley Ellis Devereaux and its consultant(s) shall prepare a Preliminary Water Quality Management Plan consistent with the EIR level analysis and site plan detail. The WQMP shall include source control, site design and treatment control BMPs for use by the District to certify temporary and permanent onsite water quality control.

ARCHITECTS COMPENSATION

Harley Ellis Devereaux will provide the service outlined above in the Scope of Services for a lump sum of **\$6,200 (Six Thousand Two Hundred Dollars) for the SWPPP and \$6,400 (Six Thousand Four Hundred Dollars)**, inclusive of consultants,

REIMBURSABLE EXPENSES

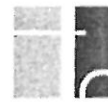
The Reimbursable Expense Account, as described in Article XI of the Basic Agreement, shall be increased for this project by **\$1,000 (One Thousand Dollars)**.

E. COLTON HIGH SCHOOL PARKING LOT EXPANSION:

SCOPE OF WORK

As provided in Article III, of the Basic Agreement, "Additional Architect's services", Paragraph 1.g. "Providing any other services not otherwise included in this Agreement..." Please add the following new scope:

"Provide Architectural and Engineering services for the additional parking lot(s) along the East and South Sides of the Existing Auditorium. Project Scope of Work and construction shall be incorporated as part of the Colton High School Math and Science Building Interim Housing."



All associated plan review fees, DSA submittal fees, topography survey, and underground utility survey are the responsibility of the District and shall be provided by the District.

ARCHITECTS COMPENSATION

Harley Ellis Devereaux will provide the service outlined above in the Scope of Services for a Not to Exceed fee **\$25,000 (Twenty - Five Thousand Dollars)**, on a Time and Material Basis utilizing Harley Ellis Devereaux 2010 hourly rates as set forth in Attachment B. These rates are inclusive of our mechanical, electrical, plumbing engineers and any additional consultants, plus reimbursable expenses as permitted by our existing contract.

REIMBURSABLE EXPENSES

Reimbursable expenses, as described in Article XI of the Basic Agreement, is estimated at **\$1,000 (One Thousand Dollars)**.

F. COLTON HIGH SCHOOL MATH & SCIENCE BUILDING INTERIM HOUSING:

Architectural and Engineering Services for the design of the Interim Classrooms Project and to prepare documents for DSA Submittal ten (10) weeks after the Notice To Proceed for the procurement and placement of ten (10) District-furnished, DSA approved, 24-foot by 40-foot, modular classroom buildings on pre-approved wood foundations. It is our understanding that the Interim Housing Project will be submitted, approved by DSA, and constructed based upon a single prime contractor. For the purpose of bidding the Interim Housing Certification, Site/Building Demolition and Partial Site Construction and the Math and Science Interim Housing shall be assembled into one bid package. The placement of these modular classrooms involves the following:

- o DSA Title 24 compliant modular ramp(s) designed, furnished and installed by the relocatable company.
- o Minor parking improvements to provide DSA Title 24 compliant parking stall(s)
- o DSA Title 24 compliant path of travel from the existing parking stall(s) to the modular buildings.
- o Connections to the existing campus utility systems for electrical, telephone, data, intercom, fire alarm and security.

The modular building manufacturer/supplier procured to supply and install the pre-engineered buildings will be required to include the following within their Scope of Work:

- o Structural design of the building and foundation system



- o Install additional fire hydrants, sump pumps, revisions to the campus fire water distribution system or other site utility revisions (which are excluded from our fees)
- o Providing DSA pre-approved drawings so that the District's Architect can integrate them into the overall contract document package.
- o Provide manufacturer's standard design details, structural details and unit floor plan details as the reference document upon which exterior site details and connection details will be based upon.

SCOPE OF WORK

- o **Pre-Design Services**
 - o Pre-Design services to assist the district with identifying general site location, phasing, access, and infrastructure needs pertaining to the construction of interim housing.
 - o Maximum of two (2) Conceptual site plans/building layouts for District review and approval
 - o Maximum of two (2) field observations of existing site conditions and existing utilities (The District may be required to provide more extensive verification)
- o **Design Development Documents/Construction Documents/Bidding**
 - o Prepare plans and specifications for DSA submittal and approval
 - o Provide temporary overhead power supply to the interim housing and manual fire alarm system.
 - o Preparation of plans and specifications required to obtain competitive bids for interim housing site preparation and installation of interim housing as well as partial demolition and site preparation for the new Math and Science Building.
 - o Conduct a maximum of two (2) review meetings with the local fire department.
 - o Submit plans to DSA on behalf of the District
 - o Respond to DSA review comments, as required, to obtain approval
 - o Assist the District and Construction Manager with Bidding and Bid Review
- o **Construction Administration/DSA Closeout**
 - o Review Change Order Documents and provide written responses to cost, time and entitlement.
 - o Conduct up to six (6) site observations during construction and provide construction administration services for this work.
 - o Collect and submit all required documents to DSA and assist the District with the DSA close-out process to obtain DSA certification.



ARCHITECTS COMPENSATION

Harley Ellis Devereaux will provide the service outlined in the above Scope of Services for an additional fee of **\$44,200 (Forty-four Thousand-Two Hundred Dollars)** inclusive of consultants, as follows:

- o Pre-Design Services \$4,000
- o Design Development/Construction Documents \$ 20,000
- o Construction Administration / DSA Closeout: \$ 20,200

These fees do not include topographic surveys, underground utility surveys, geotechnical investigations or soils reports nor agency plan review fees. These fees also do not include the design of additional hydrants, on-site fire water distribution and service or the widening of existing fire department roadway accessibility.

REIMBURSABLE EXPENSES

The Reimbursable Expense Account, as described in Article XI of the Basic Agreement, shall be increased by **\$3,500 (Three Thousand-Five Hundred Dollars)**.

**G. COLTON HIGH SCHOOL MATH & SCIENCE BUILDING PROJECT
SCOPE OF WORK REVISIONS:**

SCOPE OF WORK

Additional Architectural and Engineering Services associated with project scoping changes.

- o Revise design of exterior metal finish to cement plaster
- o Revise design of metal mesh a stairwell tower to solid paneling system
- o New Portico at main stair tower
- o Metal mesh at window sunshades to redesigned
- o Reduction of rooftop mechanical screens and their related structural support system as well as any other required adjustments to the remaining support structure.
- o Provide ceiling and wall mounted acoustic panels in lieu of suspended acoustic panels in all classrooms and laboratory spaces.
- o Review and adjustment as required, of the lighting and mechanical ductwork layouts and associated support system affected by the deletion of the suspended acoustic ceiling panels and support system.
- o Provide conduit pathway for a future security system that is designed by others.
- o Provide electrical power for the future security system.
- o Prepare and submit the revised drawings, specifications, and calculations to the Division of State Architect.

Additional costs associated with these tasks have been determined as allowed by Article III of the Basic Agreement, "Additional Architect's Services", Paragraph 1.b, "Preparing drawings, specifications and other documentation and supporting data,



and providing other services in connection with Change Orders required by causes beyond the control of the Architect”.

ARCHITECTS COMPENSATION

Harley Ellis Devereaux will provide the service outlined above in the Scope of Services for a Not to Exceed fee **\$76,450 (Seventy-Six Thousand-Four Hundred and Fifty Dollars)**, on a Time and Material Basis utilizing Harley Ellis Devereaux 2010 hourly rates as set forth in Attachment B. These rates are inclusive of our mechanical, electrical, and plumbing engineers. It also includes \$30,000 for Structural Engineering Revisions, as well as any additional consultants, plus reimbursable expenses as permitted by our existing contract.

REIMBURSABLE EXPENSES

The Reimbursable Expense Account, as described in Article XI of the Basic Agreement, shall be increased for this project by **\$5,000 (Five Thousand Dollars)**.

If you have any questions regarding this proposal for services or if you wish to discuss any aspect of the project, please feel free to contact me directly at 213-542-4504 or you may also contact Bill Lavine of our office. We look forward to this opportunity to continue to serve the Colton Joint Unified School District.

Very truly yours,

Harley Ellis Devereaux

John Dale, FAIA, LEED^{AP}
Principal

Accepted for Colton Joint Unified School District by:

Signature

Printed Name and Title

Date

By signing this document, the signatory attests that they are authorized to accept this fee proposal on behalf of the Colton Joint Unified School District

Cc Michael Kimbrough, HED
Tania Van Herle, HED

ATTACHMENT A

SUMMARY OF PROPOSAL FEES AND REIMBURSABLE EXPENSES

Project	Fee Proposal Compensation	Reimbursable Expenses
A. Colton High School New Math and Science Building Project Restart	Not to Exceed \$60,500	\$10,000
B. Colton High School Math and Science Building Demolition Package	\$16,750	\$1,500
C. Colton High School New Math and Science Building - Bidding, Construction Administration and DSA Close-Out	\$260,000	\$12,500
D. Colton High School New Math and Science Building Storm Water Pollution Prevention Plan (SWPPP) and Water Quality Management Plan (WQMP))	\$6,200 (SWPPP) \$6,400 (WQMP)	\$1,000
E. Colton High School Parking Lot Addition	Not Exceed \$25,000	\$1,500
F. Colton High School New Math and Science Interim Housing	\$44,200	\$3,500
Colton High School New Math and Science Building SubTotal	\$419,050	\$30,000
G. Building Exterior Design Revisions +Structural Engineering Revisions	Not to Exceed \$46,450 +\$30,000 (SE Fee)	\$5,000
Colton High School New Math and Science Building TOTAL	\$495,500	\$35,000

Notes:

1. All Fees Invoiced and Paid On a Percent Complete Basis
2. Reimbursable Expenses do not include Printing and Shipping Costs for Bidding

CJUSD Colton High School Math and Science Building	
Harley Ellis Devereaux Job no. 2009-00021-000	
Employee Invoicing Rates	
Scope of Services:	
Project Re-start, Parking Lot Addition, Building Re-Design	
Classification	Rate
<i>Principal-in-Charge - John Dale</i>	201.82
DESIGN	
<i>Project Designer - Michael Bulander</i>	160.57
ARCHITECTURE	
<i>Project Manager - Michael Kimbrough</i>	152.41
<i>Project Architect - Kuan Chang</i>	112.98
MECHANICAL & PLUMBING ENGINEERING	
<i>Mechanical Engineering/Design - Jim Banks</i>	163.40
<i>CAD Draftsperson - Archie Silvestre</i>	123.46
ELECTRICAL & TELECOM ENGINEERING	
<i>Electrical Designer - Sean Bani</i>	189.85
<i>CAD Draftsperson - Rafael Noriega</i>	113.37
CONSTRUCTION ADMINISTRATION	
<i>Construction Administration - Lucas Umali</i>	192.80

GRUNDMAN ALICE

From: Philip Aja [paja@sevillecs.com]
Sent: Monday, April 26, 2010 11:46 AM
To: Kimbrough, Michael
Cc: AYALA JIM; GRUNDMAN ALICE; Ana Rojas
Subject: FW: Colton HS Math/Science Building Proposal Rate sheet
Attachments: Rate Chart.pdf; 2010-04-20 Revised Colton M and S Proposal.docx

Michael

Thank you the revised "Exhibit B" rate sheet.

I am forwarding attached proposal and the revised Exhibit B Rate Sheet, along with my recommendation to approve, to Alice for inclusion on the May 13, 2010 Board agenda as an Action Item.

Thank you

Philip

From: Kimbrough, Michael [mailto:mlkimbrough@hedeve.com]
Sent: Thursday, April 22, 2010 11:11 AM
To: Philip Aja
Subject: Colton HS Math/Science Building Proposal Rate sheet

As discussed. See attached.

Michael L. Kimbrough, LEED AP | Associate | Project Management | Direct: 213.542.4556 | Mobile: 323.216.6730
mlkimbrough@hedeve.com

Check out the latest issue of *NEXT* magazine [here](#)

Harley Ellis Devereaux | *Advancing Your World...by Design*
601 S. Figueroa St., Suite 500 | Los Angeles, CA 90017 | 213.542.4500 | Fax: 213.542.4515
harleyellisdevereaux.com

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4/26/2010

BOARD AGENDA

**REGULAR MEETING
May 13, 2010**

ACTION ITEM

TO: Board of Education

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

SUBJECT: **Approval of Reduction in or Partial Release of Retainage for AMPCO Contracting, Inc. (Bid Package No. 1) for the Grand Terrace High School Project**

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: AMPCO Contracting, Inc. is requesting a reduction in or partial release of their retention from 10% to 5%. **(10%=\$44,828.80 and 5%=\$22,414.40)**

Consent of Surety to Reduction has been obtained.

Staff, WLC Architects, Inc., Architect of Record, and Vanir Construction Management, Inc., are recommending the reduction in or partial release of retainage for Bid Package No. 1 – AMPCO Contracting, Inc., in accordance with Specification Section 00700 – General Conditions, Article No. 9 – Payment and Completion, Sub Item 9.6.1 – Payment to Contractor.

BUDGET IMPLICATIONS: None

RECOMMENDATION: That the Board approve the Reduction in or Partial Release of Retainage for AMPCO Contracting, Inc. (Bid Package No. 1) for the Grand Terrace High School Project.

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



Colton Joint Unified School District
Grand Terrace High School



April 19, 2010

Ms. Alice Grundman
Director, Facilities, Planning & Construction Department
Colton Joint Unified School District
851 S. Mt Vernon Avenue
Colton, CA 92324

Via E-mail

Project: Grand Terrace High School
Colton Joint Unified School District (CJUSD) Bid No. 08-14

SUBJECT: Requesting Reduction in or Partial Release of Retainage for
Bid Package No.1-AMPCO Contracting, Inc.

Dear Mrs. Grundman;


WLC Architects, Inc., Architect of Record, and Vanir Construction Management, Inc., are recommending the Reduction in or Partial Release of Retainage for Bid Package No.1 – AMPCO Contracting, Inc., in accordance with Specification Section 00700 – General Conditions, Article No.9 – Payment and Completion, Sub Item 9.6.1 – Payment to Contractor.


The closeout documentation will be forthcoming under separate cover.

Requesting to allocate this action item to the next governing board agenda tentatively scheduled for the May 13, 2010 governing board or the May 27, 2010 governing board.

Should you have any questions, please do not hesitate to contact me at your earliest convenience.

Respectfully,


Melinda M. Ray
Project Manager


Authorized Signature/WLC Architects, Inc.

Enclosure:

Original Consent of Surety to Reduction in or Partial Release of Retainage
Original General Purpose Rider – Address Change

Cc: Steve Stearns, WLC Architects, Inc. – Outgoing Correspondence
File – Colton Joint Unified School District – Outgoing Correspondence

**CONSENT OF SURETY
TO REDUCTION IN OR
PARTIAL RELEASE OF RETAINAGE**
AIA DOCUMENT G707 A

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

PROJECT: **High School No. 3, (Bid #08-14) – 21800 Main Street, Grand Terrace, CA 92313**
(name and address)

TO (Owner)

Colton Joint USD
851 S. Mt. Vernon Avenue
Colton, CA 92324

ARCHITECT'S PROJECT NO:
CONTRACT FOR: **Demolition and Abatement**
CONTRACT DATE: **March 26, 2009**

CONTRACTOR:
AMPCO Contracting, Inc.

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above,

American Safety Casualty Insurance Company – 100 Galleria Parkway SE, Suite 700, Atlanta, GA 30339
SURETY
(here insert name and address of Surety as it appears in the bond).

on bond of
AMPCO Contracting, Inc. – 1809 E. Carnegie Avenue, Santa Ana, CA 92705
CONTRACTOR
(here insert name and address of Contractor as it appears in the bond)

hereby approves of the reduction in or partial release of retainage to the Contractor as follows:

Release of Retainage From: Ten Percent (10%) To: Five Percent (5%)

The Surety agrees that such reduction in or partial release of retainage to the Contractor shall not relieve the Surety of any of its obligations to

Colton Unified School District – 851 S. Mt. Vernon Avenue, Colton, CA 92324
OWNER,
(here insert name and address of Owner)

as set forth in the said Surety Company's Bond No. **ASB511862**.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this 14th day of **April 2010**.

American Safety Casualty Insurance Company
Surety Company


Signature of Authorized Representative

Attest: 
(Seal): **Christine Maestas, Surety Account Exec.**

Edward N. Hackett, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

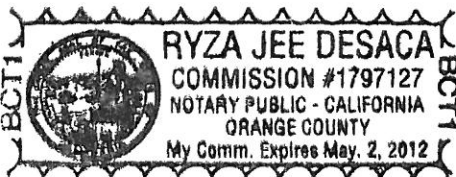
On APR 14 2010
Date

before me,

Ryza Jee Desaca, Notary Public
Here Insert Name and Title of the Officer

personally appeared

Edward N. Hackett
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~is~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

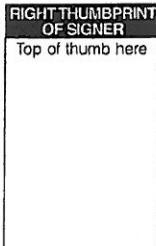
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

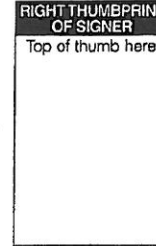
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that American Safety Casualty Insurance Company has made, constituted and appointed, and by these presents does make, constitute and appoints Lawrence F. McMahon, James Baldassare, Jr., Edward N. Hackett, Penny E. Kelley, Christine Maestas

its true and lawful attorney-in-fact, for it and its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertaking and contracts of suretyship to be given to

ALL OBLIGEEES

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

*****THREE MILLION***(\$3,000,000.00) DOLLARS*****

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company of the 6th day of August, 2009.

RESOLVED, that the President in conjunction with the Secretary or any Assistant Secretary may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bands, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted to such persons.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the company when: (i) when signed by the President or any Vice-President and attested and sealed (if a seal is required) by any Secretary or Assistant Secretary or (ii) when signed by the President or any Vice-President or Secretary or Assistant Secretary, and counter-signed and sealed (if a seal is required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal is required) by one or more attorney-in-fact or agents pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effects as though manually affixed.

IN WITNESS WHEREOF, American Safety Casualty Insurance Company has caused its official seal to be hereunto affixed, and these presents to be signed by its President and attested by its Secretary this 6th day of August, 2009

Attest:

Ambuj Jain



Joseph D. Scolo, Jr.

STATE OF GEORGIA)
)
COUNTY OF COBB)

On this 6th day of August, 2009, before me personally came Joseph D. Scolo, Jr., to me known, who, being by me duly sworn, did depose and say that he is the President of American Safety Casualty Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

JAMI BAILEY
Notary Public, Hall Co., GA
My Commission Expires Aug. 13, 2012

Jami Bailey, Notary Public

I, the undersigned, Secretary of American Safety Casualty Insurance Company, an Oklahoma corporation, DO HEREBY CERTIFY, that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

APR 14 2010

Signed and sealed in the City of Atlanta, in the State of Georgia Dated this _____ day of _____



Ambuj Jain

BOARD AGENDA

**REGULAR MEETING
May 13, 2010**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Subcontractor Substitution for Hanan Construction Company, Inc. (Category 10) for the Grand Terrace High School Project, Bid #08-14

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: Hanan Construction Company, Inc. is requesting approval to substitute subcontractor Contractors One Stop Shop, Inc. for self performance. Contractors One Stop Shop, Inc. has informed Hanan Construction Company, Inc. that they can not proceed with the project.

All legal procedures for this request have been followed pursuant to Public Contract Code 4107. Staff and legal counsel (Atkinson, Andelson, Loya, Ruud & Romo) have reviewed all related documentation and recommend approval of the substitution request to replace Contractors One Stop Shop, Inc. with Hanan Construction Company, Inc. Contractors One Stop Shop, Inc. did not object to the substitution.

BUDGET IMPLICATIONS: None

RECOMMENDATION: That the Board approve subcontractor substitution for Hanan Construction Company, Inc. (Category 10) for the Grand Terrace High School Project, Bid #08-14.

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



Construction Management, Inc.

290 North D Street / Suite 900
San Bernardino, CA 92401
TEL 909-384-1785
FAX 909-381-7534
www.vanir.com

Monday, April 26, 2010

Ms. Alice Grundman
Colton Joint Unified School District
851 S. Mt. Vernon Avenue
Colton, CA 92324

Pages Included Cover: 8

RE: Designation of Subcontractor Substitution per Public Contract Code 4107(3)
Grand Terrace High School at the Ray Abril Jr. Educational Complex
Bid #08-14/WLC0119800/P598A

Enclosed, please find the original letter from Hanan Construction, Inc. requesting Colton Joint Unified School District to consider Substituting Prime Contractor Hanan Construction Co., Inc. for the self performance of the Ceramic Wall and Floor Tile/Quarry Floor Tile scope of work, in lieu of the original Subcontractor Contractors One Stop Shop, Inc.

This package also includes a copy of the original five day written objective letter request for substitution.

Requesting consent from Colton Joint Unified School District to allocate as an action item to the governing board agenda scheduled for the May 13, 2010 or the May 27, 2010 to substitute Hanan Construction Co., Inc. in lieu of Contractors One Stop Shop, Inc. per Public Contract Code 4107(3).

Should you have any questions, and/or need additional supporting documentation, please do not hesitate to contact me at your earliest convenience.

Respectfully,



Melinda M. Ray
Project Manager

Cc: Steve Stearns – WLC Architects, Inc.
File – Colton Joint Unified School District



Construction Management, Inc.

290 North D Street / Suite 900
San Bernardino, CA 92401
TEL 909-384-1785
FAX 909-381-7534
www.vanir.com

Monday, April 26, 2010

Mr. Elie Haddad (GSO Tracking #514018542)
Contractors One Stop Shop, Inc.
1858 Business Center Drive
Duarte, Ca 91010

Page Including Cover: 3

RE: Designation of Subcontractor Substitution
Grand Terrace High School at the Ray Abril Jr. Educational Complex
Bid #08-14/WLC0119800/P587A

Dear Mr. Haddad;


We are in receipt of the letter dated February 12, 2010 regarding your firm's inability to accept a contract from Hanan Construction, Inc., for the Ceramic Wall and Floor Tile/Quarry Floor Tile scope of work. In accordance with Public Contract Code 4107(3), we are obligated to inform your firm that it is necessary for the Colton Joint Unified School District to proceed with the formal Substitution Process.

Please be advised that your firm has five working days from receipt of this letter to object to the substitution of the following contractor who will be performing the Ceramic Wall and Floor Tile/Quarry Floor Tile scope of work at the project known as Grand Terrace High School at the Ray Abril Jr. Educational Complex.

Hanan Construction Co., Inc.
2401 Pine Street
Pomona, Ca 91767
T: 909.596.3500
F: 909.596.3511
License No.776948 (A) (B),(HIC),(C21)

Should you have any question, please do not hesitate to contact me at your earliest convenience.

Respectfully,


Melinda M. Ray
Project Manager

Cc: Alice Grundman, Colton Joint Unified School District (GSO Tracking #514018523)
Steve Stearns – WLC Architects, Inc. (GSO Tracking # 514018526)
Samer Fakh, Hanan Construction, Inc. (GSO Tracking #514018524)
File – Outgoing Correspondence BP#10

HANAN CONSTRUCTION CO., INC

General Contractor

Licensed · Bonded · Insured

2401 Pine St. Pomona, CA 91767

Tel: (909) 596-3500 · Fax: (909) 596-3511

Lic#776948 A B HIC C21

April 16, 2010

Mrs. Alice Grundman
Colton Joint Unified School District
Director, Facilities, Planning & Construction
851 S. Mt. Vernon Avenue
Colton, CA 92324

Re: Subcontractor substitution request

Grand Terrace High School at the Ray Abril Jr. Educational Complex
Project 08-14/WLC 0119800/P587A

Dear Alice;

Under Public Contract Code, section 4107, item A-3, from the attached code, Hanan Construction Co., Inc regrets to inform you that our tile subcontractor is requesting to be removed from the subcontractors list on the job mentioned above. Please see their attached withdraw letter. We would like to do the tile scope of work ourselves, therefore we would like to replace the old tile subcontractor with our company.

The old tile subcontractor was:

Contractors One Stop Shop, Inc Lic No.: 923815
1858 Business Center Dr.
Duarte, CA 91010
Project Manager: Elie Haddad
Tel No.: (626) 305-1900
Fax No.: (626) 305-1983

The new tile contractor is:

Hanan Construction Co., Inc Lic. No.: 776948
2401 Pine Street
Pomona, CA 91767
Project Manager: Sam Fakh
Tel No.: (909) 596-3500
Fax No.: (909) 596-3511

Please let me know if you have any questions or if we have to file any other required paperwork.

I, the undersigned, certify under penalty of perjury under the laws of the State of California that the submitted information is true and correct.

Executed on: April 16th, 2010, at Pomona, CA

Print Name: Sam Fakh Title: Project Manager

Signature: 

Contractors One Stop Shop, Inc.
1858 Business Center Drive
Duarte, CA 91010
Ph: (626) 305- 1900 Fax: (626) 305- 1983
CSLB License# 923815

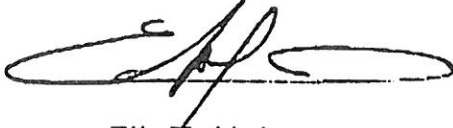
February 12, 2010

Hanan Construction Company, Inc.
2401 Pine St
Pomona, CA 91767
Attn: Ali Kusfy
Operations Manager

Dear Ali:

We regret to inform you we have decided to not proceed with the Colton High School project. We very much appreciate the time you invested in consideration of our company for this project. Please accept our apologies for any inconveniences this may cause.

Sincerely,

A handwritten signature in black ink, appearing to read 'Elie Haddad', written over a horizontal line.

Elie Haddad
President



< WebShip > > > > >
800-322-5555 www.gso.com

Ship From:
JOSH SIGLER
VANIR CONSTRUCTION - PROJ P587A
21810 MAIN STREET GRAND TERRACE HIGH
H.S. TRAILER SITE
GRAND TERRACE, CA 92313
Ship To:
ELIE HADDAD
CONTRACTORS ONE STOP
SHOP, INC.
1858 BUSINESS CENTER DRIVE
DUARTE, CA 91010

Tracking #: 514018542



PDS

NWK

E

DUARTE

D91006A

COD:
\$0.00



81106707

Reference:
GTHS-SUBSTITUTION

Delivery Instructions:

Signature Type:
SIGNATURE REQUIRED

Print Date 04/26/10 07:36 AM

1 of 1

Send Label To Printer Print All Edit Shipment Finish

LABEL INSTRUCTIONS:

- Do not copy or reprint this label for additional shipments - each package must have a unique barcode.
- STEP 1 - Use the "Send Label to Printer" button on this page to print the shipping label on a laser or inkjet printer.
- STEP 2 - Fold this page in half.
- STEP 3 - Securely attach this label to your package, do not cover the barcode.
- STEP 4 - Request an on-call pickup for your package, if you do not have scheduled daily pickup service or Drop-off your package at the nearest GSO drop box. Locate nearest GSO dropbox locations using this link.

ADDITIONAL OPTIONS:

Send Label Via Email Create Return Label

TERMS AND CONDITIONS:

By giving us your shipment to deliver, you agree to all the service terms and conditions described in this section. Our liability for loss or damage to any package is limited to your actual damages or \$100 whichever is less, unless you pay for and declare a higher authorized value. If you declare a higher value and pay the additional charge, our liability will be the lesser of your declared value or the actual value of your loss or damage. In any event, we will not be liable for any damage, whether direct, incidental, special or consequential, in excess of the declared value of a shipment whether or not we had knowledge that such damage might be incurred including but not limited to loss of income or profit. We will not be liable for your acts or omissions, including but not limited to improper or insufficient packaging, securing, marking or addressing. Also, we will not be liable if you or the recipient violates any of the terms of our agreement. We will not be liable for loss, damage or delay caused by events we cannot control, including but not limited to acts of God, perils of the air, weather conditions, act of public enemies, war, strikes, or civil commotion. The highest declared value for our GSO Priority Letter or GSO Priority Package is \$500. For other shipments the highest declared value is \$10,000 unless your package contains items of "extraordinary value", in which case the highest declared value we allow is \$500. Items of "extraordinary value" include, but not limited to, artwork, jewelry, furs, precious metals, tickets, negotiable instruments and other items with intrinsic value.



< WebShip > > > > >
800-322-5555 www.gso.com

Ship From:
JOSH SIGLER
VANIR CONSTRUCTION - PROJ P587A
21810 MAIN STREET GRAND TERRACE HIGH
H.S. TRAILER SITE
GRAND TERRACE, CA 92313

Ship To:
SAM FAKIH
HANAN CONSTRUCTION
COMPANY
2401 PINE STREET
POMONA, CA 91767

COD:
\$0.00

Reference:
GTHS-SUBSTITUTION

Delivery Instructions:

Signature Type:
SIGNATURE REQUIRED

Tracking #: 514018524



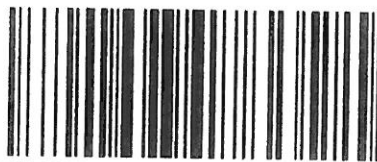
PDS

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POMONA

D91711A



81106678

Print Date : 04/26/10 07:22 AM

1 of 1

Print All

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- STEP 4 - Request an on-call pickup for your package, if you do not have scheduled daily pickup service or Drop-off your package at the nearest GSO drop box. Locate nearest GSO dropbox locations using this link.

ADDITIONAL OPTIONS:

TERMS AND CONDITIONS:

By giving us your shipment to deliver, you agree to all the service terms and conditions described in this section. Our liability for loss or damage to any package is limited to your actual damages or \$100 whichever is less, unless you pay for and declare a higher authorized value. If you declare a higher value and pay the additional charge, our liability will be the lesser of your declared value or the actual value of your loss or damage. In any event, we will not be liable for any damage, whether direct, incidental, special or consequential, in excess of the declared value of a shipment whether or not we had knowledge that such damage might be incurred including but not limited to loss of income or profit. We will not be liable for your acts or omissions, including but not limited to improper or insufficient packaging, securing, marking or addressing. Also, we will not be liable if you or the recipient violates any of the terms of our agreement. We will not be liable for loss, damage or delay caused by events we cannot control, including but not limited to acts of God, perils of the air, weather conditions, act of public enemies, war, strikes, or civil commotion. The highest declared value for our GSO Priority Letter or GSO Priority Package is \$500. For other shipments the highest declared value is \$10,000 unless your package contains items of "extraordinary value", in which case the highest declared value we allow is \$500. Items of "extraordinary value" include, but or not limited to, artwork, jewelry, furs, precious metals, tickets, negotiable instruments and other items with intrinsic value.



< WebShip > > > > >
800-322-5555 www.gso.com

Ship From:
JOSH SIGLER
VANIR CONSTRUCTION - PROJ P587A
21810 MAIN STREET GRAND TERRACE HIGH
H.S. TRAILER SITE
GRAND TERRACE, CA 92313

Ship To:
ALICE GRUNDMAN
COLTON JOINT UNIFIED SCHOOL
DISTRICT
851 S. MOUNT VERNON AVENUE
COLTON, CA 92324

COD:
\$0.00

Reference:
GTHS-SUBSTITUTION

Delivery Instructions:

Signature Type:
SIGNATURE REQUIRED

Tracking #: 514018523



PDS

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COLTON

D92324A



81106677

Print Date 04/26/10 07:20 AM

1 of 1

Send Label To Printer

Print All

Edit Shipment

Finish

LABEL INSTRUCTIONS:

Do not copy or reprint this label for additional shipments - each package must have a unique barcode.

STEP 1 - Use the "Send Label to Printer" button on this page to print the shipping label on a laser or inkjet printer.

STEP 2 - Fold this page in half.

STEP 3 - Securely attach this label to your package, do not cover the barcode.

STEP 4 - Request an on-call pickup for your package, if you do not have scheduled daily pickup service or Drop-off your package at the nearest GSO drop box. Locate nearest GSO dropbox locations using this link.

ADDITIONAL OPTIONS:

Send Label Via Email

Create Return Label

TERMS AND CONDITIONS:

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< WebShip > > > > >
800-322-5555 www.gso.com

Ship From:
JOSH SIGLER
VANIR CONSTRUCTION - PROJ P587A
21810 MAIN STREET GRAND TERRACE HIGH
H.S. TRAILER SITE
GRAND TERRACE, CA 92313

Ship To:
STEVE STEARNS
WLC ARCHITECTS
8163 ROCHESTER AVENUE, STE
100
RANCHO CUCAMONGA, CA 91730

COD:
\$0.00

Reference:
GTHS-SUBSTITUTION

Delivery Instructions:

Signature Type:
SIGNATURE REQUIRED

Tracking #: 514018526



PDS

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RANCHO CUCAMONGA

D91730A



81106682

Print Date 04/26/10 07 24 AM

1 of 1

Send Label To Printer Print All Edit Shipment Finish

LABEL INSTRUCTIONS:

- Do not copy or reprint this label for additional shipments - each package must have a unique barcode.
- STEP 1 - Use the "Send Label to Printer" button on this page to print the shipping label on a laser or inkjet printer.
- STEP 2 - Fold this page in half.
- STEP 3 - Securely attach this label to your package, do not cover the barcode.
- STEP 4 - Request an on-call pickup for your package, if you do not have scheduled daily pickup service or Drop-off your package at the nearest GSO drop box. Locate nearest GSO dropbox locations using this link.

ADDITIONAL OPTIONS:

Send Label Via Email Create Return Label

TERMS AND CONDITIONS:

By giving us your shipment to deliver, you agree to all the service terms and conditions described in this section. Our liability for loss or damage to any package is limited to your actual damages or \$100 whichever is less, unless you pay for and declare a higher authorized value. If you declare a higher value and pay the additional charge, our liability will be the lesser of your declared value or the actual value of your loss or damage. In any event, we will not be liable for any damage, whether direct, incidental, special or consequential, in excess of the declared value of a shipment whether or not we had knowledge that such damage might be incurred including but not limited to loss of income or profit. We will not be liable for your acts or omissions, including but not limited to improper or insufficient packaging, securing, marking or addressing. Also, we will not be liable if you or the recipient violates any of the terms of our agreement. We will not be liable for loss, damage or delay caused by events we cannot control, including but not limited to acts of God, perils of the air, weather conditions, act of public enemies, war, strikes, or civil commotion. The highest declared value for our GSO Priority Letter or GSO Priority Package is \$500. For other shipments the highest declared value is \$10,000 unless your package contains items of "extraordinary value", in which case the highest declared value we allow is \$500. Items of "extraordinary value" include, but or not limited to, artwork, jewelry, furs, precious metals, tickets, negotiable instruments and other items with intrinsic value.

JOINER BECKY

From: Hugh W. Lee [HLee@aalrr.com]
Sent: Monday, April 26, 2010 3:12 PM
To: JOINER BECKY
Cc: GRUNDMAN ALICE
Subject: RE: Hanan Construction Subcontractor substitution request [AALRR-CERRITOS.005019.00058]

Alice:

If the District or Vanir does not receive a response from Contractors One Stop Shop within five working days of receipt, the District can consent to the request for substitution. Please confirm if there are any special licensing, certification or experience requirements to perform the tile work, that Hanan meets such requirements. Please contact me if you have any questions. Thanks.

From: JOINER BECKY [mailto:BECKY_JOINER@cjud.net]
Sent: Monday, April 26, 2010 2:24 PM
To: Hugh W. Lee
Cc: GRUNDMAN ALICE
Subject: Hanan Construction Subcontractor substitution request

Good Afternoon Hugh,

Please find attached documents relating to another subcontractor substitution for Hanan Construction at the Grand Terrace High School. Please review documents and call Alice Grundman to discuss.

Thanks,

Becky Joiner
Fiscal Analyst
Facilities & Planning Dept.
909-580-6671 Ph
909-557-1882 Ex



Construction Management, Inc.

290 North D Street / Suite 900
San Bernardino, CA 92401
TEL 909-384-1785
FAX 909-381-7534
www.vanir.com

LETTER OF TRANSMITTAL

To: Alice Grundman **Date:** April 26, 2010
Company: CJUSD
Address: 851 South Mt. Vernon Ave.
 Colton, CA 92324 **RE:** Designation of Subcontractor Substitution Request
Phone: 909.580.6640
Fax: 909.554.1882
Program: Colton Joint Unified School District
Project: Grand Terrace High School
Project No.: 08-014 and 08-015

Item:
 Attached Under separate cover via Via Express

Copies	Date (On Document)	Description
1		Designation of Subcontractor Substitution per Public Code 4107(3) for Bid Package No.10 – Hanan Construction, Inc.

Transmitted:
 For your information Review and comment For your use
 As requested Revise and resubmit
 Other For your review and action

Remarks:

Alice,
 Enclosed please find the above referenced items for your and action.

Thanks

 Melinda M. Ray
 Project Manager

 Acknowledge of Receipt Signature

Cc: Steve Stearns – WLC Architects, Inc.
 File – CJUSD Outgoing Correspondence

BOARD AGENDA

**REGULAR MEETING
May 13, 2010**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval to Open a New Escrow Account for Deposit of Earned Retention for JPI Development Group, Inc. (Bid Package #15) for the Grand Terrace High School Project

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: Public Contract Code 22300 requires that the District offer contractors performing public works projects the opportunity to deposit their earned retentions into an interest bearing escrow account. There it will earn interest and the contractor can draw on that interest as the project proceeds. Once the Notice of Completion has been recorded and 35 days have passed, the District notifies the escrow agent to release the total retention due the contractor.

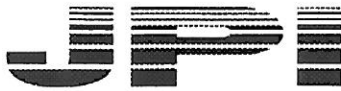
With the current banking industry problem and the take over of their current bank, Temecula Valley Bank, JPI Development Group, Inc. has requested to transfer their retentions to Pacific Western Bank. Once approved, the District will request a wire transfer from Temecula Valley Bank to Pacific Western Bank.

Staff recommends that Board approve the opening of the individual escrow/bank account as allowed by Public Contract Code 22300 and contract documents and transfer the prior retentions into the new account.

BUDGET IMPLICATIONS: None

RECOMMENDATION: That the Board approve opening of a new escrow account for deposit of earned retention for JPI Development Group, Inc. (Bid Package #15) for the Grand Terrace High School Project.

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



41205 Golden Gate Circle Murrieta, CA 92562
PHONE 951-973-7680 FAX 951-973-7690

March 22, 2010

Colton Joint Unified School District
1212 Valencia Dr.
Colton, CA 92324
Attention: Alice Grundman

RE: JPI Development Group, Inc. bank transfer for Escrow Account for High School #3 project.

Dear Ms. Grundman:

We would like to request to transfer all funds in our current escrow account at Temecula Valley Bank to Pacific Western Bank. Please let me know if that will be possible.

If you have any questions, please contact me at (951) 973-7680

Sincerely,

A handwritten signature in black ink, appearing to read 'Lillian Hughes', with a long, sweeping flourish extending to the right.

Lillian Hughes
Office Manager

03/22/2010 10:10 AM
03/22/2010 10:10 AM

COLTON JOINT UNIFIED SCHOOL DISTRICT

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

Public Contract Code Section 22300

2008 APR -5 P 1:34

ATTACHMENT NO.12 TO AGREEMENT

This Escrow Agreement ("Escrow Agreement") is made and entered into this 24th day of March, 20 09, by and between Colton Joint Unified School District, whose address is 851 S. Mt. Vernon Avenue, Colton, California 92324 (henceforth referenced as ("DISTRICT")); and JPI Development Group, Inc. whose address is 41205 Golden Gate Cir. Murrieta, CA 92562 (henceforth referenced as "CONTRACTOR"); and Pacific Western Bank whose address is 27541 Ynez Rd. Temecula, CA 92591 (henceforth referenced as "ESCROW AGENT").

For the consideration hereinafter set forth, the DISTRICT, CONTRACTOR, and ESCROW AGENT agree as follows:

1. Pursuant to California Public Contract Code Section 22300, which is hereby incorporated by reference, CONTRACTOR has the option to deposit securities with ESCROW AGENT as a substitute for retention earnings required to be withheld by DISTRICT pursuant to the Construction Contract No. #08-14 (Contract Number or other specific Contract Reference) entered into between the DISTRICT and CONTRACTOR for the High School No. 3 project, in the amount of 4,671,000.00 dated March 26, 20 09. (the "Contract"). Alternatively upon written request of CONTRACTOR, DISTRICT shall make payments of the retention earnings directly to ESCROW AGENT. When CONTRACTOR deposits the securities as a substitute for retention earnings, ESCROW AGENT shall notify DISTRICT within ten (10) calendar days of the deposit. The market value of the securities at the time of substitution and at all times from substitution until the termination of the ESCROW AGREEMENT shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between DISTRICT and CONTRACTOR. Securities shall be held in the name of the DISTRICT, and shall designate CONTRACTOR as beneficial owner.
2. DISTRICT shall make progress payments to CONTRACTOR for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that ESCROW AGENT holds securities in form and amount specified above.
3. When DISTRICT makes payment of retentions earned directly to ESCROW AGENT, ESCROW AGENT shall hold them for the benefit of CONTRACTOR until the time that escrow created under the Escrow Agreement is terminated. CONTRACTOR may direct the investment of the payments into securities. All terms and conditions of the Escrow Agreement and the rights and responsibilities of the Parties shall be equally applicable and binding when the DISTRICT pays ESCROW AGENT directly.

4. CONTRACTOR shall be responsible for paying all fees for the expenses incurred by ESCROW AGENT in administering the Escrow Account, and all expenses by DISTRICT. These expenses and payment terms shall be determined by DISTRICT, CONTRACTOR, and ESCROW AGENT.
5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of CONTRACTOR and shall be subject to withdrawal by CONTRACTOR at any time and from time to time without notice to DISTRICT.
6. CONTRACTOR shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to ESCROW AGENT accompanied by written authorization from DISTRICT to ESCROW AGENT that DISTRICT consents to withdrawal of amount sought to be withdrawn by CONTRACTOR.
7. DISTRICT shall have the right to draw upon the securities in the event of default by CONTRACTOR as determined solely by DISTRICT. Upon seven (7) days written notice to ESCROW AGENT from DISTRICT of the default, ESCROW AGENT shall immediately convert the securities to cash and shall distribute the cash as instructed by DISTRICT.
8. Upon receipt of written notification from DISTRICT certifying that the Contract is final and complete, and the CONTRACTOR has complied with all requirements and procedures applicable to the Contract, ESCROW AGENT shall release to CONTRACTOR all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
9. ESCROW AGENT shall rely on the written notifications from DISTRICT and CONTRACTOR pursuant to Paragraph 5 through 8, inclusive of this Escrow Agreement and DISTRICT and CONTRACTOR shall hold ESCROW AGENT harmless from ESCROW AGENT'S release and disbursement of securities and interest as set forth above.
10. Names of persons who are authorized to give written notice or to receive written notice on behalf of DISTRICT and on behalf of CONTRACTOR in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of DISTRICT:

Title _____
Name _____
Signature _____
Address _____

On behalf of CONTRACTOR:

President
Title _____
Name *Brad Janikowski* _____
Signature *Brad Janikowski* _____
Address *41205 Golden Gate Cir. Murneta, CA 92562* _____

On behalf of ESCROW AGENT: *Pacific Western Bank*

S.V.P.
Title _____
Name *SCOTT WORD* _____
Signature *Scott Word* _____
Address *27541 Ynez Rd. Temecula, Ca. 92591* _____

At the time the Escrow Account is opened, DISTRICT and CONTRACTOR shall deliver to ESCROW AGENT a fully executed original signature of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

On behalf of DISTRICT:

Title _____
Name _____
Signature _____
Address _____

On behalf of CONTRACTOR:

President
Title _____
Name *Brad Janikowski* _____
Signature *Brad Janikowski* _____
Address *41205 Golden Gate Cir. Murneta, CA 92562* _____

On behalf of ESCROW AGENT: *Pacific Western Bank*

S.V.P.
Title _____
Name *SCOTT WORD* _____
Signature *Scott Word* _____
Address *27541 Ynez Rd. Temecula, Ca. 92591* _____

March 26, 2010

Colton Joint Unified School District
851 So. Mt. Vernon Ave.
Colton, Ca. 92324
Attn:

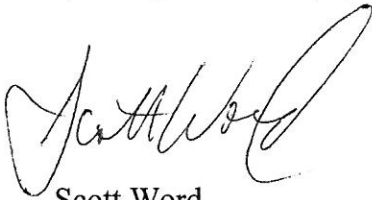
JPI Development Group, Inc.
41205 Golden Gate Circle
Murrieta, Ca. 92562
Attn: Lillian Hughes

Re: Escrow Agreement

Dear Sir and/or Madam:

This letter will confirm that in conjunction with the Escrow Agreement dated 3/26/09 executed by and among Pacific Western Bank, as escrow agent, Colton Joint Unified School District, as department, and JPI Development Group, Inc., as contractor, that the term "securities" shall only mean bank certificates of deposit, interest-bearing demand deposit accounts, or standby letters of credit as a substitute for retention earnings. Accordingly, Pacific Western Bank notifies the addressees above that it will not be hold any other eligible securities which may be described in the statutes which govern and/or apply to Escrow Agreement described above. Additionally, any accounts will be subject to the terms and conditions set forth in the Deposit Account Agreement and Disclosure, which are effective from time to time.

Should you have any questions or concerns, please feel free to contact the undersigned.



Scott Word
S.V.P. & Commercial Loan Manager
Pacific Western Bank
27541 Ynez Rd.
Temecula, Ca. 92591
951-587-5225

BOARD AGENDA

REGULAR MEETING
May 13, 2010

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Authorization to Re-bid the District Office Phone System Upgrade and Failover Installation Project
- GOAL:** Support Services/Budget Planning
- STRATEGIC PLAN:** Strategy #1 – Communications
- BACKGROUND:** At the March 11, 2010 board meeting, the Board awarded Bid #09-02 for the District Office Phone System Upgrade and Failover Installation Project to AT&T DataComm, Inc (AT&T). After AT&T was notified of the bid award, AT&T refused to enter into a contract with the District for this project. AT&T did not agree with the terms of the bid and contract until after their bid submission and subsequent board award. After consultation with County Counsel, it was determined that the District cannot enter into an agreement with AT&T based on the terms that AT&T desired to work under. The terms and conditions of the District's bid are pre-approved by County Counsel and it would be in violation of the California Public Contract Code to change the terms after the bid was awarded.
- With County Counsel's approval, the District chose to notify AT&T that their bid bond surety would be contacted in an effort to obtain compensation for AT&T refusal to enter into a contract with the District. After further discussion with County Counsel, it was decided that in lieu of the bid bond surety being contacted by the District, the District would allow AT&T the opportunity to substitute cash or a cashier's check for their bid bond in accordance with Public Contract Code. Once received by the District, the cashier's check or cash, in the amount of \$13,727.03 will be declared forfeited to the District by the District's Board of Education to satisfy the bid security obligation.
- BUDGET IMPLICATIONS:** None
- RECOMMENDATION:** That the Board declares forfeited AT&T DataComm's bid security obligation to the District in the amount of \$13,727.03 and further, authorize the District to re-bid the District Office Phone System Upgrade and Failover Installation Project, as presented.
- ACTION:** On motion of Board Member _____ and _____, the Board approved the recommendation as presented.

B-15

BOARD AGENDA

REGULAR MEETING
May 13, 2010

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval to Proceed with Parcel Tax Measure Feasibility Study

GOAL: Budget Planning

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: Due primarily to the economic recession, the District is faced with severe declines in revenue. As a result, budget shortfalls of approximately \$12 million and \$33 million are projected for the years 2011-12 and 2012-13, respectively. Placing a parcel tax measure on the ballot is a means of generating much needed revenue for the District. Such revenue will assist the District in maintaining certificated and classified staffing at current levels. Initially, a feasibility study is needed to determine the revenue potential from a parcel tax measure, the best strategies for a campaign and the likelihood of voter approval.

BUDGET IMPLICATIONS: \$40,000 to be paid from the General Fund

RECOMMENDATION: That the Board approve to proceed with a Parcel Tax Measure feasibility study.

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

BOARD AGENDA

**REGULAR MEETING
May 13, 2010**

ACTION ITEM

TO: Board of Education
PRESENTED BY: Jaime R. Ayala, Assistant Superintendent, Business Services Division
SUBJECT: Approval of Contract with Gresham Savage Nolan and Tilden, APC for Legal Services (May 14, 2010 through December 31, 2010)

GOAL: Student Performance / Personnel Development / Facilities/Support Services / Budget Planning / School Safety & Attendance / Community Relations & Parent Involvement

STRATEGIC PLAN: Strategy #1 – Communication
Strategy #3 – Decision Making
Strategy #4 – Facilities

BACKGROUND: The district has determined a need to contract with, Gresham Savage Nolan and Tilden, APC, a full service law firm for professional legal services. Education Code 35041.5 authorizes the district to contract for legal services. They will be used employee grievance procedures, family leave policies, termination procedures, performance management and appraisal, and academic governance.

Gresham Savage Nolan and Tilden, APC is a highly regarded law firm. They would be used as an alternate resource and not for duplicate services.

2009-10 Cost per hour	
Richard D. Marca, Attorney	\$340
Other Attorneys	\$156-\$332
Other (including legal assistants and law clerks)	\$160-\$175

BUDGET IMPLICATIONS: To be paid from the General Fund or appropriate funds when allowable

RECOMMENDATION: That the Board approve the contract with Gresham Savage Nolan and Tilden, APC for Legal Services (May 14, 2010 through December 31, 2010).

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

BOARD AGENDA

REGULAR MEETING
May 13, 2010

ACTION ITEM
Second Reading

- TO:** Board of Education
- PRESENTED BY:** Mollie Gainey-Stanley, Assistant Superintendent
Educational Services Division
- SUBJECT:** Approval of Proposed Amendment to Administrative Regulation:
AR 6146.1(b) Graduation Requirements –Math
- GOAL:** Improved Student Performance
- STRATEGIC PLAN:** Strategy #1 – Communication
Strategy #3 – Decision Making
Strategy #5 – College/Career
- BACKGROUND:** Administrative Regulation 6146.1 (b) contains a stipulation that a student can only receive high school math credit for successful completion of Algebra I, if it was not previously passed during middle school with a grade of C- or better.
- As part of the comprehensive review of the secondary mathematics program conducted by administrators, counselors and mathematics teachers, it was recommended that the restrictions regarding the repetition of Algebra I for high school mathematics credit be removed.
- The proposed amendment to the administrative regulation will allow Algebra I to count for high school math credit if taken in grades 9-12.
- RECOMMENDATION:** That the Board approve the proposed amendment to Administrative Regulation:
AR 6146.1 (b) Graduation Requirements –Math
- ACTION:** On motion of board member _____ and _____ the Board approved the proposed amendment to Administrative Regulations as presented.

GRADUATION REQUIREMENTS

6146.1

The Governing Board desires to prepare all students to obtain a diploma of high school graduation to enable them to take advantage of opportunities for postsecondary education and/or employment.

Graduation is based upon completion of the required courses, semester credits, and passing scores on the California High School Exit Exam.

The district offers 9-12 diploma programs through a variety of school programs, including comprehensive high schools, continuation high school, independent study programs, and adult education. No examination or test administered by schools or armed forces, such as G.E.D. test, shall qualify for a diploma.

Students who fulfill graduation requirements but do not pass both sections of the CAHSEE will receive a Certificate of Completion and participate in commencement ceremonies and activities. The District will continue to offer courses, free of charge, designed to assist them in passing both portions of the CAHSEE for two additional years following their original, expected graduation date.

To obtain a diploma of graduation from high school, students shall complete at least the following courses/requirements in grades 9-12, with each course being one year unless otherwise specified. Credits earned above those required will be considered electives. Five semester credits may be earned for each course passed each semester. Repeat courses are not eligible for additional credit unless specified in the course description.

The following requirements have been developed according to California Education Code and to assure that students will attain a marketable skill and/or be eligible for California State college/university entry.

1. COMPREHENSIVE HIGH SCHOOLS – Bloomington and Colton High Schools

a) English.....40 Semester Credits

- 10 Semester Credits in English I
- 10 Semester Credits in English II
- 10 Semester Credits in English III
- 10 Semester Credits in English IV

b) History/ Social Science30 Semester Credits

- 10 Semester Credits in World History
- 10 Semester Credits in United States History
- 5 Semester Credits in Principles of Democracy
- 5 Semester Credits in Economics

c) Science.....20 Semester Credits

- 10 Semester credits in Biological Science
- 10 Semester credits in Physical Science

d) Math.....20 Semester Credits

Education Code 51224.5 provides that, as part of the mathematics requirement, students complete coursework at least equivalent to state content standards for Algebra I. Coursework completed prior to the 9th grade that aligns with the California Standards for Algebra will be considered as having met this requirement but does not exempt the student from completing two years of math credit in grades 9-12.

GRADUATION REQUIREMENTS, continued

6146.1

- e) Visual & Performing Arts..... 10 Semester Credits
or
Foreign Language 10 Semester Credits
- f) Computer Literacy 5 Semester Credits (1 semester)
or Demonstrated Competence
- g) Physical Education20 Semester Credits

While all 9th graders are required to take P.E., a student may meet the second year of P.E. graduation requirements by completing four (4) semesters of Naval Science courses-

- h) Electives.....85-90 Semester Credits

Students will complete the number of credits needed and earned from any course offerings to complete the required semester credits. Repeat courses may not receive additional credits unless specified in board approved course description.

- i) California High School Exit Exam

Education Code 60850-60856 establish passing of both the English/language arts portion and the mathematics portion of the California High School Exit Exam (CAHSEE)

- j) Students must earn a total of 230 credits, inclusive of the requirements in a-i above.

Determining a Student’s Grade Level in High School

A high school student’s grade level will be determined based on the following:

<u>Year in High School</u>	<u>Grade Level</u>
First.....	9 th
Second.....	10 th
Third.....	11 th
Fourth.....	12 th

2. CONTINUATION HIGH SCHOOL – Slover Mountain High School

The requirements for graduation from Slover Mountain High School are the same as those for comprehensive high schools, detailed above, except:

- a) Students must have successfully earned 210 Semester Credits.
- b) If a student earns additional semester credits in Physical Education at Slover Mountain High School beyond the 20 credits required for graduation he/she may not use those credits to meet the elective portion of the graduation requirement.
- c) If a student earned more than 20 semester credits in Physical Education prior to enrolling at Slover Mountain High School, he/she may use the additional credits towards meeting the elective credit portion of the graduation requirement.
- d) 10 Semester credits must be earned in residence.

GRADUATION REQUIREMENTS, continued

6146.1

3. ADULT EDUCATION – Washington Alternative High School

The requirements for graduation from Adult Education are the same as those for the comprehensive high schools except:

- a) A student must have successfully earned 210 semester credits
- b) 10 Semester credits must be earned in residence
- c) A student must complete a “Petition to Graduate” form for review of the Principal
- d) An adult, after registering for admission and graduation in the District, may petition to substitute experience for elective course work. **Up to forty (40)** semester credits maximum is allowable. This substitution may be allowed by the adult school administrator when:
 1. The specific experience parallels classes offered in the secondary schools
 2. The specific experience can be verified
- e) Any course taken in other, accredited, adult education programs may be counted towards graduation requirements in subject areas and/or elective credits based on allowances in the prior attended program.
- f) Semester credits beyond the required 20 semester units in physical education may not be included as electives in the 210 semester credits (with the exception of category “e” above)
- g) Through June 30, 2010- A maximum of 60 elective credits may be allowed for the successful completion of the GED test.

Effective July 1, 2010 elective credit will not be granted for passage of the GED. High School students who have passed the California High School Proficiency examination or the General Education Development Test must also meet District graduation requirements in order to participate in graduation ceremonies.

4. INDEPENDENT STUDY- Washington Alternative High School

Washington Alternative High School Independent Study program graduation requirements are the same as those for the comprehensive high schools except:

- a) Students must have successfully earned 210 semester credits
- b) 10 Semester credits must be earned in residence
- c) Credit may be earned concurrently at other secondary schools with ADA to be generated from only one school/program
- d) Semester credits beyond the required 20 semester credits in physical education may not be included as electives in the 210 semester credits.

ACCEPTABLE & NON-ACCEPTABLE CREDIT- All 9-12 District Programs

- a) All credit must be verified by official documentation
- b) Credits earned previously in other high schools are acceptable if the school meets the accreditation criteria in Board Policy 6146.3-*Reciprocity of Credit*

GRADUATION REQUIREMENTS, continued

6146.1

- c) University of California High School Correspondence Courses may be accepted for a maximum of 40 semester credits as specified by the University and Education Code
- d) By means of prior arrangement with the school principal, courses taken at a community college may be counted toward the total requirements for graduation.
- e) United States Armed Forces Institute Credit completed by any person serving in the military will be counted fully toward graduation requirements
- f) No credit for religion courses will be accepted
- g) No examination or test administered by schools or armed forces, such as GED test, shall constitute an adequate substitute for the earning of a diploma by the means outlined above.
- h) Work Experience, including credit granted for adult education work experience, may not exceed 40 semester credits towards meeting the requirements for graduation. 10 semester credits maximum may be earned for work experience in any semester.

DRAFT

ADMINISTRATIVE REGULATION

6146.1(a)

GRADUATION REQUIREMENTS – Physical Education Exemption

In accordance with Education Code Section 51241, the principal may grant temporary or permanent exemption to a student from courses in physical education. Documentation to support any exemption may be requested by the principal. In all cases, no student exempted shall be permitted to attend fewer total hours of courses than if the student had not been exempted from physical education.

1. Temporary Exemption

- a) Ill or injured and a modified program to meet the needs of the student cannot be provided.
- b) Enrolled for one-half, or less, of the work normally required of full-time students

2. Permanent Exemption

- a) Sixteen or more years old and has been enrolled in the 10th grade for one academic year or longer.
- b) Enrolled as a post-graduate student

With the consent of a student, the board may grant an exemption from courses in physical education for two years any time during grades 10-12 inclusive.

3. Community College Courses

- a) Physical education courses taken at San Bernardino Valley Colleges may only count towards elective credit requirements.

ADMINISTRATIVE REGULATION, continued

6146.1(b)

The following list represents offerings that were board approved at the time of this policy amendment. The Director of Secondary Curriculum will maintain a current listing of courses approved by the Board of Education to meet graduation requirements.

COURSES MEETING GRADUATION REQUIREMENTS

a. English	<u>40 Semester Credits (10 from each year)</u>
First Year	English I Honors English I English I- Intensive SDC English I
Second Year	English II Honors English II SDC English II
Third Year	English III English III American Literature AP English III SDC English III
Fourth Year	English IV – Modern World Literature English IV – British Literature AP English IV SDC English IV
b. History/ Social Science	<u>30 Semester Credits (See section requirements below)</u>
World History (10 credits)	World History AP World History SDC World History
U. S. History (10 credits)	US History AP US History SDC US History
US Government (5 credits)	Principles of Democracy AP Principles of Democracy SDC Principles of Democracy
Economics (5 credits)	Economics AP Economics SDC Economics

ADMINISTRATIVE REGULATION

6146.1(b)

COURSES MEETING GRADUATION REQUIREMENTS, continued

c. Science 20 Semester Credits (10 from each section)

Biological Science
 Biology
 Honors Biology
 AP Biology
 Anatomy & Physiology
 Integrated Ag. Science II (Ag. Biology)

Physical Science
 Integrated Ag. Science I
 Earth Science
 Chemistry
 Physics
 AP Chemistry
 AP Physics
 Geology

d. Math 20 Semester Credits

Algebra I **
 SDC Algebra I
 Geometry
 SDC Geometry
 Honors Geometry
 Algebra II
 Honors Algebra II
 Pre-Calculus
 Calculus
 Honors Calculus
 AP Statistics
 AP Calculus AB
 AP Calculus BC

**Algebra I may count for high school math credit if taken in grades 9-12. and not passed in middle school with "C" or better.

e. Visual & Performing Arts 10 Semester Credits (of *Either* section e or section f)

Art I	Guitar
Art II	Chamber Choir
Art III	Chorus
Art IV	Adv. Chorale
Ceramics	Vocal Ensemble
Adv. Ceramics	Performing Arts
Beg. Instruments	Video Production
Marching Band	Acting
Concert Band	Adv. Acting
Jazz Band	Intro. To Stagecraft
Wind Ensemble	Stagecraft
Music History	AP Studio Art
Pep Band	

GRADUATION REQUIREMENTS

6146.1(b)

COURSES MEETING GRADUATION REQUIREMENTS, continued

f. Foreign Language 10 Semester Credits (of *Either* section e or section f)

French I	Spanish I
French II	Spanish II
French III	Spanish III
French IV	AP Spanish III
AP French	Spanish IV
German I	AP Spanish IV
German II	AP Spanish Lit
German III	AP Spanish Lang.
German IV	Span. 4 Span. Spkr
AP German	Span. 4 Span. Spkr II

f. Computer Literacy 5 Semester Credits (1 semester)
or Demonstrated Competence

- Keyboarding
- Adv. Keyboarding
- Word Processing
- ROP GIS Fundamentals
- ROP MS Office

g. Physical Education 20 Semester Credits

Intro. Kinesthiology (PE 9)	Cross Country
Kinesthiology (PE 10-12)	Soccer
Aerobics	Volleyball
P.E. Athletics	Tennis
Baseball	Track and Field
Basketball	Wrestling
Football- Frosh	NJROTC **
Football – JV	**While all 9 th graders are required to take
Football- Varsity	P.E., a student may meet the second year of
Softball	P.E. graduation requirements by completing
Volleyball	four (4) semesters of Naval Science courses-
Weight Training	

h. Electives: 85-90 Semester Credits

Students will complete the number of credits needed and earned from any Board approved course offering. Repeat courses may not receive additional credits unless specified in board approved course description.

NOTE: Sheltered courses will be counted in the same area as the above titled for the areas of History/Social Science, Science, and Mathematics.

ADMINISTRATIVE REGULATION

6146.1(c)

GRADUATION REQUIREMENTS – Granting of Variable Credits Transferring from Comprehensive Site

The following system will be used to grant credits for students who transfer (voluntary or involuntary) from a comprehensive high school within the District.

Credits will be granted and grades recorded by the comprehensive high school prior to dropping the student from enrollment.

Failing Grade at time of Check-Out

No Credit

Passing Grade at Time of Check-Out

1-9 days	No Credit/ No Grade
10-16 days	0.5 Credit per subject
17-23 days	1.0 Credit per subject
24-30 days	1.5 Credits per subject
31-37 days	2.0 Credits per subject
38-44 days	2.5 Credits per subject
45-51 days	3.0 Credits per subject
52-58 days	3.5 Credits per subject
59-65 days	4.0 Credits per subject
66-72 days	4.5 Credits per subject
73+ days	5.0 Credits per subject

Note: Days are based on total time enrolled.
per education code, absences are
not subtracted in the computation.

The student will be enrolled in comparable courses offered at the alternative setting and may earn a total of 5 credits for each semester course successfully completed.

ADMINISTRATIVE REGULATION

6146.1(d)

GRADUATION REQUIREMENTS – Granting of Variable Credits Transferring to a District Site

The following system will be used to grant credits for students who transfer from a Comprehensive, Foster Youth, Court, Juvenile Hall, or Probation school program or who have been confirmed Homeless Youth and are enrolling in any District 9-12 program. and have not been continuously enrolled during the current school year.

Credits will be granted and grades recorded by the enrolling site if not computed on the transferring school’s checkout grade report.

Failing Grade at time of Check-Out

No Credit

Passing Grade at Time of Check-Out

1-9 days	No Credit/ No Grade
10-16 days	0.5 Credit per subject
17-23 days	1.0 Credit per subject
24-30 days	1.5 Credits per subject
31-37 days	2.0 Credits per subject
38-44 days	2.5 Credits per subject
45-51 days	3.0 Credits per subject
52-58 days	3.5 Credits per subject
59-65 days	4.0 Credits per subject
66-72 days	4.5 Credits per subject
73+ days	5.0 Credits per subject

Note: Days are based on total time enrolled per education code, absences are not subtracted in the computation.

Comparable Courses are Offered:

The student will be enrolled in comparable courses offered at the enrolling program and may earn a total of 5 credits for each semester course successfully completed.

If the student has received 2.5 credits or more in a previous setting for a core course, and will be unable to complete the remaining semester units to earn 5 credits, the student will be enrolled in a credit recovery program to complete the remaining units.

Comparable Courses are Not Available:

If the student has completed 2.0 credits or less in a core course, the credits may be counted as elective units and the student will be enrolled to repeat the entire course for graduation credit.

If the student has completed less than five credits in an elective program, the units will be credited towards general electives under course code #68005 – High School Elective

After the 20th day of enrollment at a comprehensive site, the student will be provided with the best offering of courses to aid them in completing their graduation requirements.

BOARD AGENDA

REGULAR MEETING
May 13, 2010

ACTION ITEM
Second Reading

- TO:** **Board of Education**
- PRESENTED BY:** Mike Snellings, Assistant Superintendent, Student Services Division
- SUBJECT:** **Approval of Proposed Adoption of Board Policy and Administrative Regulation:**
BP 6173.1 Education for Foster Youth
AR 6173.1 Education for Foster Youth
- 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 adopt the Board Policy and Administrative Regulation:
BP 6173.1 Education for Foster Youth
AR 6173.1 Education for Foster Youth
- ACTION:** On motion of Board Member _____ and _____ the Board approve the proposed adoption of the Board Policy and Administrative Regulation as presented.

EDUCATION FOR FOSTER YOUTH

BP 6173.1

The Governing Board recognizes that foster youth may be at greater risk for poor academic performance due to their family circumstances, disruption of their educational program and emotional, social and other health needs. The district shall provide such students with full access to the district's educational program and other support services necessary to assist them in achieving state and district academic standards.

The Superintendent or designee shall ensure that placement decisions for foster youth are based on the students' best interests as defined in law and administrative regulation. To that end, he/she shall designate a staff person as a district liaison for foster youth to help facilitate the enrollment, placement and transfer of foster youth.

The Superintendent or designee and district liaison shall ensure that all appropriate staff receive training regarding the enrollment, placement and rights of foster youth.

The Board desires to provide foster youth with a safe, positive learning environment that is free from discrimination and harassment and promotes students' self-esteem and academic achievement. The Superintendent or designee shall develop strategies to build students' feelings of connectedness with the school, including, but not limited to, strategies that promote positive discipline and conflict resolution, the development of students' resiliency and interpersonal skills and the involvement of foster parents, group home administrators and/or other caretakers in school programs and activities.

To address the needs of foster youth and help ensure the maximum utilization of available funds, the Superintendent or designee shall collaborate with local agencies, including, but not limited to, the county placing agency, social services, probation officers, juvenile court officers, nonprofit organizations and advocates. The Superintendent or designee shall explore the feasibility of entering into agreements with these groups to coordinate services and protect the rights of foster youth.

REFERENCES

- 32228-32228.5 Student safety and violence prevention*
- 42920-42925 Foster children educational services*
- 48645-48646 Juvenile court schools*
- 48850-48859 Educational placement of students residing in licensed children's institutions*
- 49061 Student records*
- 49069.5 Foster care students, transfer of records*
- 49076 Access to student records*
- 51225.3 High school graduation*
- 56055 Right of foster parents in special education*
- 60851 High school exit examination*

05/13/2010

ADMINISTRATIVE REGULATION

EDUCATION FOR FOSTER YOUTH

AR 6173.1

Definitions

Foster youth means a child who has been subject to one of the following: (EC 48853.5)

1. Has been removed from his/her home pursuant to Welfare and Institutions Code 309 (temporary custody)
2. Is the subject of a petition filed under Welfare and Institutions Code 300 or 602 (jurisdiction of juvenile court)
3. Has been removed from his/her home and is the subject of a petition filed under Welfare and Institutions Code 300 or 602.

Person holding the right to make educational decisions means a responsible adult appointed by a court pursuant to Welfare and Institutions Code 361 or 727.

School of origin means the school that the foster youth attended when permanently housed or the school in which he/she was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which he/she was last enrolled, or if there is some other school that the foster youth attended within the preceding 15 months and with which the youth is connected, the district liaison shall, in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the youth, determine, in the best interest of the foster youth, which school is the school of origin. (EC 48853.5)

Best interest means a placement that ensures that the youth is placed in the least restrictive educational program and has access to academic resources, services and extracurricular and enrichment activities that are available to district students. (EC 48853)

Foster Youth Liaison

The Superintendent designates the following position as the district liaison for foster youth (EC 48853.5):

Coordinator, Child Welfare and Attendance
Office of Administrative Services
851 South Mount Vernon Avenue
Colton, CA 92324
(909) 580-6525

The district liaison for foster youth shall:

1. Develop protocols and procedures so that district staff is aware of the requirements for the proper enrollment, placement and transfer of foster youth.
2. Collaborate with the county placing agency, social services, probation officers, juvenile court officers, nonprofit organizations and advocates to help coordinate services for the district's foster youth.

ADMINISTRATIVE REGULATION

EDUCATION FOR FOSTER YOUTH, continued

AR 6173.1

3. Ensure the duties of the school level liaisons are fully and faithfully carried out.

In addition to the above, each school in the district shall designate a school level liaison who shall:

1. Ensure and facilitate the proper educational placement, enrollment in school and checkout from school of students in foster care (*EC 48853.5*)
2. Ensure proper transfer of credits, records and grades when students in foster care transfer from one school to another or from one district to another (*EC 48853.5; 48645.5*)
3. As necessary, make appropriate referrals to ensure that students in foster care receive necessary special education services and services under Section 504 of the federal Rehabilitation Act of 1973.
4. Ensure that students in foster care receive appropriate school-based services, such as supplemental instruction, counseling or after school services.

Enrollment

A foster youth placed in a licensed children's institution or foster home within the district shall attend programs operated by the district unless one of the following circumstances applies: (*EC48853*)

1. The student has an individualized education program requiring placement in a nonpublic, nonsectarian school or agency or in another local educational agency.
2. The parent/guardian or other person holding the right to make educational decisions for the student determines that it is in the best interest of the student to be placed in another educational program.
3. At the initial placement or any subsequent change of placement, the student is entitled to remain in his/her school of origin, as defined above for the remainder of the academic school year pursuant to Educational Code 48853.5.

The district liaison may, in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the youth, recommend that the youth's right to attend the school of origin be waived and he/she be enrolled in any school that students living in the attendance area in which the foster youth resides are eligible to attend. All decisions shall be made in accordance with the foster youth's best interest. (*EC 48853.5*)

Prior to making any recommendation to move a foster youth from his/her school of origin, the district liaison shall provide the youth and the person holding the right to make educational decisions for the youth with a written explanation of the basis for the recommendation and how this recommendation serves the youth's best interest. (*EC48853.5*)

The role of the district liaison shall be advisory with respect to placement decisions and determination of the school or origin. (*EC 48853.5*)

ADMINISTRATIVE REGULATION

EDUCATION FOR FOSTER YOUTH, continued

AR 6173.1

If the district liaison, in consultation with the foster youth and the person holding the right to make educational decisions for the foster youth, agrees that the best interests of the youth would be served by his/her transfer to a school other than the school of origin, the principal or designee of the new school shall immediately enroll the foster youth. The youth shall be immediately enrolled even if he/she has outstanding fees, fines, textbooks or other items or monies due to the school last attended or is unable to produce records, such as academic or medical records, proof of residency or clothing normally required for enrollment. *(EC 48853.5)*

Within two business days of enrollment, the school site liaison shall contact the school last attended by the student to obtain all academic and other records. Upon receiving a request from a new school, the school site liaison shall provide all records within two business days of receiving the request. *(EC 48853.5)*

If a person with the right to make educational decisions for a foster youth or the foster youth person disagrees with the district liaison's enrollment recommendation, he/she may appeal to the Superintendent. The Superintendent shall make a determination within 30 days of receipt of the appeal. Within 30 days of receipt of the Superintendent's decision, the parent/guardian or foster youth may appeal that decision to the Board. The Board shall consider the issue at its next regularly scheduled meeting. The Board's decision shall be final.

If any dispute arises regarding the request of a foster youth to remain in the school of origin, the youth has the right to remain in the school of origin pending resolution to the dispute. *(EC 48853.5)*

Applicability of Graduation Requirements

When a foster youth in grade 11 or 12 transfers into the district from another school district or transfers between high schools within the district, he/she shall be exempted from all coursework and other graduation requirements adopted by the Board that are in addition to the statewide coursework requirements specified in Education Code 51225.3, unless the district makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school while he/she remains in foster care. This exemption does not apply to state graduation requirements for course completion or the high school exit examination. *(EC 51225.3; 60851)*

The Superintendent or designee shall notify any student who is granted an exemption and, as appropriate, the person holding the right to make educational decisions for the students if any of the requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges. *(EC 51125.3)*

Grades/Credits

Grades for a student in foster care shall not be lowered if the student is absent from school due to either of the following circumstances: *(EC 49069.5)*

1. A decision by a court or placement agency to change the student's placement, in which case the student's grades and credits shall be calculated as of the date the student left school.

ADMINISTRATIVE REGULATION

EDUCATION FOR FOSTER YOUTH, continued

AR 6173.1

2. A verified court appearance or related court-ordered activity.

Residency Eligibility for Extracurricular Activities

A foster youth who changes residences pursuant to a court order or decision of a child welfare worker shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities. *(EC 48850)*

DRAFT

BOARD AGENDA

REGULAR MEETING
May 13, 2010

ACTION ITEM
Second Reading

TO: **Board of Education**

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

SUBJECT: **Approval of Proposed Adoption of Board Policy and Administrative Regulation:**
BP 5126.1 Seal of Biliteracy
AR 5126.1 Seal of Biliteracy

GOAL: Improved Student Performance/Community Relations

STRATEGIC PLAN: Strategy #2 – Curriculum
Strategy #5 – College and Career

BACKGROUND: The Administration is updating Board Policy and Administrative Regulation under the guidelines of the California School Boards' Association.

RECOMMENDATION: That the Board approve proposed adoption of Board Policy and Administrative Regulation:
BP 5126.1 Seal of Biliteracy
AR 5126.1 Seal of Biliteracy

ACTION: On motion of Board Member _____ and _____ the Board approved proposed adoption of Board Policy and Administrative Regulation as presented.

SEAL OF BILITERACY

BP 5126.1

The Board of Education wishes to publicly recognize students who have developed linguistic proficiency and cultural literacy in one or more world languages in addition to English in order to ensure broader intercultural understanding and career opportunities. To recognize and encourage the achievements of students in world languages, the district shall present a Seal of Biliteracy as an endorsement on a student's diploma to each student who demonstrates proficiency in listening, reading, speaking and writing in one or more languages in addition to English. During commencement ceremonies, students earning this honor shall wear a medallion depicting their exemplary accomplishments in biliteracy. In addition, the recognition will be noted on the students transcripts.

References

EDUCATION CODE

35160 Authority of Governing Boards

35310-35319 Scholarship and loan funds

44015 Awards to employees and students

51243-51245 Credit for private school foreign language instruction

CODE OF REGULATIONS

1632 Credit for private school foreign language instruction

05/13/2010

ADMINISTRATIVE REGULATION

AR 5126.1

SEAL OF BILITERACY

The Superintendent or designee shall award the Seal of Biliteracy to qualified students who:

1. Submit an application for this recognition
2. Meet all district and state criteria for receiving a high school diploma
3. Earn a minimum grade point average of 2.00, when considering all coursework
4. Demonstrate proficiency in one or more languages other than English, by fulfilling at least one of the following requirements:
 - a. Receive a passing score of 3 or higher on the Advanced Placement or International Baccalaureate examination for a foreign language.
 - b. Successful completion of a four-year course of study in the same foreign language, attaining an overall grade point average of 3.00 or above in those courses.
 - c. Pass a foreign government approved language examination and receive a certificate of competency for that language from the authorizing governmental agency.
 - d. Complete the district approved Dual Language Immersion Program receiving a grade of 3.00 or above in the Dual Language Immersion Program coursework.

The seal shall be affixed to the diploma in recognition of the student's accomplishments in linguistic proficiency and cultural literacy in one or more languages other than English. The student will be awarded a medallion to be worn during the graduation ceremony and the recognition of the achievement will be noted on the student's transcripts.

BOARD AGENDA

**REGULAR MEETING
May 13, 2010**

ACTION ITEM

TO: **Board of Education**

PRESENTED BY: James A. Downs, Superintendent

SUBJECT: **Adoption of Resolution Celebrating Grand Terrace Elementary School as a California Distinguished School**

GOAL: Student Performance and Community Relations

STRATEGIC PLAN: Strategy #5 – College Career
Strategy #6 – Character

BACKGROUND: For the past 24 years, the California School Recognition Program has honored the state's most exemplary and inspiring public schools with the California Distinguished School Award.

Schools are identified for eligibility based on their Academic Performance Index and Adequate Yearly Progress results, which are the state and federal accountability models, respectively. Applicants are also identified by their success in narrowing the achievement gap that exists between higher-performing and lower-performing students. All applicants undergo a stringent selection process conducted by the California Department of Education with the help of many educators from across the state. Each applicant is required to describe two signature practices that lead to increased student achievement and narrowing of the achievement gap. Applicants are then selected to receive a thorough site visit to validate the signature practices.

BUDGET IMPLICATIONS: None

RECOMMENDATION: That the Board of Education adopt the resolution honoring Grand Terrace Elementary School as a California Distinguished School

ACTION: On motion of Board Member _____ and _____, the Board adopted the resolution honoring Grand Terrace Elementary School as a California Distinguished School

Resolution

Celebrating Grand Terrace Elementary School as a California Distinguished School

WHEREAS, the California School Recognition Program, now in its 24th year, honors Grand Terrace Elementary School with the California Distinguished School Award 2010; and as one of the state's most exemplary and inspiring public schools with the; and

WHEREAS, the Colton Joint Unified School District Board of Education also commemorates Grand Terrace Elementary School, for their academic excellence and effective efforts to narrow achievement gaps; and

WHEREAS, it is an honor to recognize the students, parents, teachers, and administrators of Grand Terrace Elementary School who helped earn this most prestigious distinction; and

WHEREAS, Grand Terrace Elementary School, one of the state's most exemplary and inspiring public schools, will serve as a model for other schools as they have persevered despite state budget cutbacks that have cut deeply into the budgets of local school districts; and

WHEREAS, as a California Distinguished School, Grand Terrace Elementary School will share their signature practices with other schools and serve as a mentor to other educators who want to replicate the work; and

WHEREAS, Grand Terrace Elementary School faithfully embraces the mission of the Colton Joint Unified School District Board of Education, 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; now

THEREFORE, BE IT RESOLVED, that the Board of Education of the Colton Joint Unified School District celebrates the honor from the State of California as a great reflection on the efforts of students, teachers, staff and administrators at Grand Terrace Elementary School, as well as the district leadership.



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, signed by the President and attested by the Secretary this 13th day of May, 2010.

Mel Albiso
President, Board of Education

Attest:

James A. Downs
Secretary, Board of Education

BOARD AGENDA

**REGULAR MEETING
May 13, 2010**

ACTION ITEM

TO: **Board of Education**

PRESENTED BY: James A. Downs, Superintendent

SUBJECT: **Adoption of Resolution, *National Foster Care Month, May 2010***

GOAL: Student Performance and Community Relations

STRATEGIC PLAN: Strategy #5 – College Career
Strategy #6 – Character

BACKGROUND: The United States Government and the State of California designate the month of May as National Foster Care Month. The attached resolution recognizes May as Foster Care month in the Colton Joint Unified School District.

**BUDGET
IMPLICATIONS:** None

RECOMMENDATION: That the Board of Education adopt resolution, *National Foster Care Month, May 2010*

ACTION: On motion of Board Member _____ and _____, the Board adopted resolution, *National Foster Care Month, May 2010* as presented.

Resolution

National Foster Care Month, May 2010

WHEREAS, National Foster Care Month originated in 1988 when the National Foster Parent Association influenced the United States Senate to introduce a resolution to proclaim May as National Foster Care Month; and

WHEREAS, since that time, Federal, State and local governments including the State of California, Cities, and Counties throughout California have proclaimed May as National Foster Care Month; and

WHEREAS, foster parents, relative caregivers, group home staff, mentors, advocates, social workers, teachers, educators, and volunteers provide valuable support and compassionate encouragement to the approximately 496,000 foster youth across the United States, more than 80,000 of whom reside in the State of California;

WHEREAS, during the month of May, we honor the contributions of the families, organizations, agencies, and individuals who contribute to the educational achievement and well being of foster youth, and aim to raise awareness of the challenges and strengths of foster youth, and;

WHEREAS, the California Department of Education provides Grant funding for Foster Youth Services Programs throughout California to promote the educational success of foster youth with tutoring, mentoring, counseling, enrollment assistance and interagency support for foster youth, and;

WHEREAS, Foster Youth Services Programs provide exemplary educational services and support for foster youth students each year;

NOW, THEREFORE, BE IT RESOLVED, that the month of May is recognized as National Foster Care Month.

BE IT FURTHER RESOLVED that we recognize the unique challenges faced by foster youth and are committed to the educational success of foster youth, and all students.

BE IT FURTHER RESOLVED to honor the public and community agencies, groups and individuals who provide care and support for foster youth to be successful in school and throughout their lives.

BE IT FURTHER RESOLVED that this resolution be distributed to local schools and public agencies.



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, signed by the President and attested by the Secretary this 13th day of May, 2010.

Mel Albiso
President, Board of Education

Attest:

James A. Downs
Secretary, Board of Education

BOARD AGENDA

REGULAR MEETING

May 13, 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 Third 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 third 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 8.1