

Colton Joint Unified School District

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



Board of Education Regular Meeting and Community Facilities District No. 2 & 3 Meeting

Thursday, July 15, 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
Mr. Robert D. Armenta Jr.
Mrs. Patt Haro
Mrs. Marge Mendoza-Ware
Mr. Kent Taylor

Mr. James A. Downs
Mr. Jerry Almendarez
Mr. Jaime R. Ayala
Ms. Mollie Gainey-Stanley
Mr. Mike Snellings
Mrs. Bertha Arreguín
Mr. Todd Beal
Mr. Brian Butler
Mrs. Jennifer Jaime
Mrs. Ingrid Munsterman
Ms. Helen Rodriguez
Ms. Sosan Schaller
Mr. Darryl Taylor
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 Veterans' Diploma Recognition – Gilbert Zamorano

3.0 SCHOOL SHOWCASE ~None~

4.0 ADMINISTRATIVE PRESENTATIONS

4.1 Graduation Committee Update – John Conboy

4.2 Summer Youth Employment Grant – John Conboy

4.3 DELAC Update – Bertha Arreguin

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 – 18, as presented.

- | | | |
|---------|------|---|
| Page 7 | A-1 | Approval of the June 24, 2010 Meeting Minutes |
| Page 25 | A-2 | Approval to Amend the May 27, 2010 Meeting Minutes |
| Page 27 | A-3 | Approval to Renew Membership in the San Bernardino County School Boards' Association (SBCSBA, 2010-11) |
| Page 29 | A-4 | Approval of Renewal Agreement for SANDABS Membership (2010-11) |
| Page 31 | A-5 | Approval to Renew Membership in the California School Boards' Association (CSBA, 2010-11) |
| Page 33 | A-6 | Approval to Renew the Agreement with the California School Boards' Association (CSBA) for Governance and Management Using Technology (GAMUT) Online Policy Service (2010-11) |
| Page 35 | A-7 | Approval of Student Field Trips |
| Page 37 | A-8 | Approval of Consultants for Staff Development |
| Page 43 | A-9 | Approval of Resolution and Acceptance of 2010-11 Funding for California State Preschool Programs (CSPP-0434) |
| Page 45 | A-10 | Approval of Agreement with University of California, Riverside Extension for Teaching the Gifted and Talented: <i>Advanced Approaches to Curriculum Differentiation</i> (August/Sept. 2010) |
| Page 47 | A-11 | Approval of Agreement with East Valley Special Education Local Plan Area (EVSELPA) for Pupil Transportation Services (2010-11) |
| Page 51 | A-12 | Acceptance of Gifts |
| Page 53 | A-13 | Approval of Reimbursement for Damage to Employee Vehicle in Accordance with Board Policy 4356.3 (EIN #2163– BHS) |
| Page 63 | A-14 | Approval of Cherrydale Fundraiser at Bloomington, Colton, Ruth O. Harris and Terrace Hills Middle Schools |
| Page 65 | A-15 | Approval for Alliance of Schools for Cooperative Insurance Programs (ASCIP) Property/Liability JPA Insurance Renewal (2010-11) |
| Page 67 | A-16 | Approval for Republic Indemnity Company of America Excess Worker's Compensation and Employer's Liability Policy Renewal (2010-11) |
| Page 69 | A-17 | Authorization to "Piggyback" on the Pomona Valley School Co-op Purchasing Group Bid #3(10-11)FS for the Purchase of Canned Goods and Condiments (2010-11) |

- Page 73 A-18 Authorization to “Piggyback” on the Pomona Valley School Co-Op Purchasing Group Bid #FS-090-09 for the Purchase of Food Service Paper Supplies (2010-11)

B. Action Items

- Page 79 B-1 Approval of Personnel Employment
- Page 81 B-2 Approval of Conference Attendance
- Page 83 B-3 Approval of One Year Agreement with the District Assistance Intervention Team (DAIT) New Directions, Inc. to Provide Consulting and Professional Services (2010-11)
- Page 99 B-4 Award Veterans Diploma to Gilbert Zamorano in Accordance with Board Policy 6146.12 (2010-11)
- Page 101 B-5 Approval of Agreement with SchoolCenter Professional Services for Spanish Language Website Hosting and Template Design Services
- Page 115 B-6 Termination of Agreement with the City of Colton for a School Resource Officer Assigned to Colton High School
- Page 117 B-7 Approval of Contract with Hill Rehabilitation Services, LLC, for Speech and Language Pathologist Services (2010-11)
- Page 123 B-8 Approval of Contract with Invo Healthcare Associates, Inc., for Speech and Language Pathologist Services (2010-11)
- Page 127 B-9 Approval of Purchase Orders
- Page 131 B-10 Approval of Disbursements
- Page 133 B-11 Award of Bid 10-06: District Office Phone System Upgrade and Failover Installation Project
- Page 135 B-12 Approval of Contract Amendment No. 6 with WLC Architects, Inc. for Off-Site Improvements Engineering and Construction Administration at Grand Terrace High School
- Page 141 B-13 Approval of a One Year Lease Extension/Addendum with Mobile Modular Management Corporation Utilizing Riverside Unified School District Piggyback Bid #2004/05-12 for Portable Classrooms and Restroom Buildings Currently at Bloomington and Colton High Schools
- Page 147 B-14 Adoption of Resolution No. 09-32 Giving Notice of Intention to Grant an Easement for Right of Way to Southern California Edison for the Grand Terrace High School Project
- Page 155 B-15 Approval of Agreement with Ruben Manzanares, A & E Inspection Services for Division of the State Architect (DSA) Inspection Services for the New Middle School #5 Construction Project
- Page 165 B-16 Approval of Designated Authorized Agent for CJUSD – July 15, 2010 - Until Rescinded

Adjourn to meeting of Community Facilities District No. 2

- Page 169 B-17 Designation of Authorized Agents – Community Facilities District No. 2

Adjourn to meeting of Community Facilities District No. 3

- Page 171 B-18 Adoption of Resolution 10-25 CFD-3, *Establishing the Annual Special Tax Levy for Fiscal Year 2010-11 for Community Facilities District No. 3*

Reconvene the meeting of the Colton Joint Unified School District Board of Education

C. Action Items – Board Policy – First Reading

Page
179

C-1 Approval of Proposed Amendment to Board Policy:

BP 6146 *Graduation Requirements (Beginning 2010-11)*

Action Items – Board Policy – Second Reading

Page
191

C-2 Approval of Proposed Amendment to Board Policy:

BP 6146.1 *Graduation Requirements*

Page
197

C-3 Approval of Substitution of Board Bylaws:

BB 9322 *Agenda*

BB 9323 *Meeting Conduct*

D. Action Items – Resolutions

Page
213

D-1 Adoption of Resolution, *Senate Constitutional Amendment 6*

8.0 ADMINISTRATIVE REPORTS

Page 213

AR-8.1 Resignations

Page 215

AR-8.2 Quarterly Uniform Complaint Report Summary (April through June 2010)

AR-8.3 Naming of Facility: *Bloomington Math and Science Building* – Jerry Almendarez

AR-8.4 Budget Update – Jaime R. Ayala

AR-8.5 Facilities Update – Darryl Taylor

AR-8.6 Budget Subcommittee Update

AR-8.7 Curriculum Subcommittee Update

AR-8.8 Facilities Subcommittee Update

AR-8.9 ACE Representative

AR-8.10 CSEA Representative

AR-8.11 MAC Representative

AR-8.12 ROP Update

9.0 SUPERINTENDENT'S 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: Employment/Appointment
 - Principal, Elementary

11.3 Conference with Legal Counsel—Anticipated Litigation

Significant exposure to litigation pursuant to Government Code Section 54956.9(b)

Potential Case: *None*

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)

11.5 Conference with Real Property Negotiator (Gov. Code 54956.8)

Property: *~None~*

District Negotiators: James A. Downs, Jaime R. Ayala, Darryl Taylor,

Counsel, Best, Best & Krieger

12.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION

13.0 ADJOURNMENT

BOARD AGENDA

REGULAR MEETING
July 15, 2010

CONSENT ITEM

TO: **Board of Education**

PRESENTED BY: James A. Downs, Superintendent

SUBJECT: **Approval of June 24, 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 June 24, 2010 meeting minutes.

Colton Joint Unified School District

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



Minutes June 24, 2010 5:30 p.m.

The Board of Education of the Colton Joint Unified School District met for a Regular Meeting, Public Hearing and Community Facilities District No. 2 on Thursday, June 24, 2010, 5:30 p.m. in the Board Room at the CJUSD Student Services Center, 851 So. Mt. Vernon Avenue, Colton, California.

Trustees Present

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

President
Vice President
Clerk

** unexcused absence

Staff Members Present (*excused)

Mr. James A. Downs
Mr. Jerry Almendarez
Mr. Jaime R. Ayala
Ms. Mollie Gailey-Stanley
Mr. Mike Snellings
Mrs. Bertha Arreguin
Mr. Todd Beal
Mrs. Jennifer Jaime

Mrs. Ingrid Munsterman
Ms. Julia Nichols *
Mrs. Helen Rodriguez
Ms. Sosan Schaller
Mr. Darryl Taylor
Dr. Patrick Traynor *
Ms. Katie Orloff
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 5:30 p.m. Superintendent Downs 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

Diane Calles, Administrative Assistant, Communications was honored as the Classified Employee of the Month by her manager, Katie Orloff. Mrs. Calles has been with the Colton JUSD for the past 16 years. She has served on several committees such as the Colton Retirement Committee, Employee Recognition Committee and the Strategic Planning Committee. Mrs. Calles' professionalism, commitment, quality of work and pleasant demeanor are prime examples of what makes Colton JUSD a great place to work.

Dawnann Lobato-Rubio was recognized by Principal Dischinger, Washington HS, as the Certificated Employee of the Month. Mrs. Lobato-Rubio has been a role model for staff and students alike for more than 25 years. As an educator, she believes it is her responsibility to meet the needs of each student to ensure their personal and academic success. She is their number one advocate. With her amazing energy and passion, she inspires student and encourages greatness.

Angela Dischinger, Principal, Washington HS, was awarded Management Employee of the Month. Assistant Superintendent Almendarez recognized Mrs. Dischinger as a passionate educator, great administrator and compassionate person. Last year, she developed a Summer Graduation Program which was a tremendous success. As MAC President, Mrs. Dischinger encouraged the management team to support programs such as the APPLE Scholarship Foundation. She has been instrumental in voicing MAC's support for the district with regard to the budget crisis.

Laura Morales, Colton Chamber of Commerce and *Kurt Haines* (not present), Ashley Furniture, were selected as the Education Partners of the Month. Principal Torres, ROHMS, recognized Mrs. Morales and Mr. Haines for their kindness and generosity. Mrs. Morales and Mr. Haines are responsible for providing Mr. Barton, teacher, ROHMS and students with furniture to create a home-like setting. With the home-like setting, students in Mr. Barton's SDC/SH class can practice life skills in a "real life" environment.

2.2 Inland Science and Engineering Fair

Assistant Superintendent Gainey-Stanley recognized the following students who represented the district in the 28th Annual Inland Science and Engineering Fair. Miss Yosira Hernandez also received an award from the U.S. Forestry Service. She advanced to the California State Science Fair, maintaining the district's 23-year record of participation. Following the state fair, she was selected as a development participant in the International Science Fair.

- *Gavin Williford*, Jurupa Vista Elementary School, Gold Medalist
- *Yosira Hernandez*, Bloomington Middle School, Gold Medalist
- *Brian Coffey*, Reche Canyon Elementary School, Sweepstakes Awards
- *Michael Rios*, Cooley Ranch Elementary School, Sweepstakes Awards
- *Kristina Velasquez-Brumitt*, Colton High School, Sweepstakes Awards

Mr. Morse, teacher, BMS, continues to support student participation in the science fair. He encourages and guides students as they participate in the site, district and county science fairs. He has been most influential in the district's 23 consecutive years of participation in the California State Science Fair.

Mr. Morse recognized Board Members Haro, Mendoza-Ware and Taylor, and Mr. Randall Ceniseros for donating \$500 U.S. Savings Bonds as awards for students.

3.0 SCHOOL SHOWCASE ~None~

4.0 ADMINISTRATIVE PRESENTATIONS

4.1 District English Learner Advisory Committee (DELAC)

Director Arreguin, Language Support Services, introduced Mrs. Gleidy Vasquez, DELAC President who presented the DELAC Parent Presentation. Mrs. Vasquez acknowledged the district for successfully carrying out the following:

- On-going training for teachers
- Changes to secondary ELD program
- English learners met the AMAO's
- Two-Way Immersion Program at Grimes Elementary School
- Biliteracy Seal
- Teleparent
- Parent field trips

During the 2009-10 school year, DELAC members participated in workshops provided by middle and high school counselors. They learned about available scholarships for their students, AB540 opportunities, A-G requirements and details for a 4-year plan. Members attended meetings in which district personnel presented information related to Signs, Symptoms and Characteristics of Drug Use, Strategic Plan – Character Education and budget presentations. They also conducted a Needs Assessment, Master Plan revision, reclassification criteria changes, R-30 Language Census and discussed the importance of student attendance. Several participated in the 2009 Presidents' Academy.

In closing, Mrs. Vasquez commented on areas in need of improvement, namely student safety and improved communication.

The board thanked Mrs. Vasquez for her presentation and directed staff to address the areas of improvement as outlined in the presentation.

4.2 Colton Joint Unified School District Foundation Project

Assistant Superintendent Ayala introduced the district's newly formed Educational Partnership Foundation. The Colton Joint Unified School District Educational Partnership Foundation was created as a vehicle for the district to accept funds and donations from the community, business partners and other organizations. These funds collected would be used for students (families) in the district experiencing hardship.

The foundation bylaws have been filed with the state; the district expects a response within 60 days. The foundation officers and members will be approved by the board. As more information becomes available it will be shared with the public.

4.3 Summer Youth Grant

Assistant Superintendent Almendarez provided a brief presentation of the Year-Round Innovative Youth Programs Grant. The proposed program focuses on high school graduation, drop-out prevention and recovery, paid and unpaid work experience (summer employment), occupational skills training, leadership skills development, and adult mentoring. The priority elements of the program include, literacy and numeracy education, paid and unpaid work experience, internships and job shadowing, to name a few. Interested youth must meet certain eligibility requirements to be considered for the program. A few of the requirements include, the right to work in the United States, resident of San Bernardino County, 17-21 years of age, males must be registered for selective service if they are over 18 years, they also must meet at least one of the *barriers to employment*. Eligibility requirements differ between in-school youth and out of school youth.

Mr. Stephen Wall, representative from Congressman Joe Baca's office, spoke in support of the Year-Round Innovative Youth Programs Grant. He assured the board of Congressman Baca's support and offered assistance with the application if needed.

5.0 PUBLIC HEARING At 6:05 p.m., President Albiso opened the public hearing.

- 5.1 **Action Item #B-12** *Approval to Receive and Use the Tier III Categorical Programs' Funds to Backfill Revenue Limit Reductions in 2010-11 through 2012-13*
- 5.2 **Action Item #B-13** *Adoption of the 2010-11 Budget and Resolution No. 10-24 to Implement Ongoing Budget Reductions in 2011-12 and 2012-13*

No comments were made and the public hearing was closed at 6:09 p.m.

6.0 PUBLIC COMMENT

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

- *Denise Tshida*, teacher, BHS spoke in support of consent item, A-8, *Approve the Updated Course Description and Adoption of Textbook and Ancillary and Supplemental Instructional Materials for Consumer Mathematics, Grades 11-12 (Beginning June 2010)*.

6.2 White card—Items/Topics Not on the Agenda:

- *Christine Irish-Re*, Colton resident, expressed concern for the dress code during physical education classes. She believes the dress code is not properly enforced and provided pictures of Colton High School students participating in physical education classes.

The board directed staff to research the issue of the public photographing students without parental consent.

7.0 ACTION SESSION

A. Consent Items

- #233 On motion of Board Member Taylor and Board Member Haro and carried on a 4-0-3 (Armenta, Mendoza-Ware and Zamora absent) vote, the Board approved Consent Items A-1, A-2 and A-4 through A-12 as presented.
- #233.1 A-1 Approved the May 27, 2010 Meeting Minutes
- #233.1 A-2 Approved Student Field Trips (**EXHIBIT A**)
- ~~A-3~~ ~~Approved Consultants for Staff Development~~
The board requested additional information. This item will be presented at the next meeting.
- #233.1 A-4 Approved Bloomington High School Junior-Senior Prom (April 30, 2011)
- #233.1 A-5 Approved File the Consolidated Application for Funding Categorical Aid Programs for 2010-11
- #233.1 A-6 Adopted Resolution and Approval of Contract with the State Department of Education to Provide Child Development Programs (2010-11)

- #233.1 A-7 Approved Renew the Subscription with NCS Pearson Inc. for NovaNet Services at District High Schools (2010-11)
- #233.1 A-8 Approved the Updated Course Description and Adoption of Textbook and Ancillary and Supplemental Instructional Materials for *Consumer Mathematics*, Grades 11-12 (Beginning June 2010)
- #233.1 A-9 Accepted Gifts (**EXHIBIT B**)
- #233.1 A-10 Approved Reimbursement for Damage to Employee Vehicle in Accordance with Board Policy 4356.3 (EIN #2822 – BHS)
- #233.1 A-11 Approved Renew Agreement with School Services of California, Inc. for Special/Fiscal Budget Services (2010-11)
- #233.1 A-12 Approved DeltaCare USA Group Dental Service (2010-11)

B. Action Items

#234 On motion of Board Member Taylor and Board Member Ibarra, and carried on a 4-0-3 (Armenta, Mendoza-Ware and Zamora absent) vote, the board approved Action Items B–2 through B–32 as presented.

Action Item B-1 was pulled for separate consideration; B-15 and B-27 will be presented at the July 15th board meeting.

- #234.1 B-2 Approved Resolution #10-21 to Eliminate Classified Positions
- #234.2 B-3 Approved Resolution #10-22 to Rescind the Elimination and Reduction of Classified Positions
- #234.3 B-4 Approved Personnel Employment (**EXHIBIT C**)
- #234.4 B-5 Approved Conference Attendance (**EXHIBIT D**)
- #234.5 B-6 Adopted Resolution, Ordering School District Election and Governing Board Members Whose Terms Expire December 3, 2010
- #234.6 B-7 Approved Renewal of TeleParent Educational Systems, LLC Contract (2010-11)
- #234.7 B-8 Approved Transition Agreement with Aequitas Solutions for Student Information System Program Support (2010-11)
- #234.8 B-9 Approved Contract with Total School Solutions to Perform Audit of Special Education Programs (Ratification)
- #234.9 B-10 Approved Purchase Orders
- #234.10 B-11 Approved Disbursements
- #234.11 B-12 Approved Receive and Use the Tier III Categorical Programs' Funds to Backfill Revenue Limit Reductions in 2010-11 through 2012-13
- #234.12 B-13 Adopted the 2010-11 Budget and Resolution No. 10-24 to Implement On-going Budget Reductions in 2011-12 and 2012-13
- #234.13 B-14 Approved Agreement (10/11-0122) with San Bernardino County Superintendent of Schools for Courier Services (2010-11)

Will be presented at the July 15 th board meeting	B-15	Approved One Year Extension of Bid 08-06 with Republic Services of Southern California, LLC for Refuse/Recycling Collection and Disposal Services (July 1, 2010 through June 30, 2011)
	#234.14 B-16	Awarded Bid #10-05 to Mega Way Enterprises for the Middle School #5's Property Line CMU Wall and Temporary Fence Project
#234.15	B-17	Adopted Resolution No. 10-23 Approving the Lease-Leaseback Sublease, Site Lease Agreements and Construction Services Agreement and Other Acts Relating to the Construction of the Bloomington High School Math and Science Building Project
#234.16	B-18	Approved Agreement with Alliant Consulting, Inc. as the Provider for Labor Compliance Monitoring Program for the Middle School No. 5 Construction Project
#234.17	B-19	Approved Agreement with Alliant Consulting, Inc. as the Provider for Labor Compliance Monitoring Program for the Colton High School Math and Science Building Project
#234.18	B-20	Approved Agreement Between Colton JUSD and County of San Bernardino, Bloomington Recreation and Park District for the Use of Swimming Pool Facilities at Bloomington Middle School
#234.19	B-21	Adopted Resolution No. 10-20 for Approval of Delegation of Authority to Sign Change Orders for Construction Projects (2010-11)
#234.20	B-22	Approved Extension of Time for Use of Facilities at Grand Terrace Elementary School by Calvary, the Brook (July 1, 2010 through June 30, 2011)
#234.21	B-23	Approval Contract Amendment No. 2 with Frick, Frick, & Jette Architects for Fire Alarm a Low Voltage Upgrade Project (Jurupa Vista, Reche Canyon, & Wilson Elementary Schools, & Bloomington Middle School)
#234.22	B-24	Approved Agreement with Kiley Company for the Preparation of Updated Appraisal for District Property located at 1313 West Valley Boulevard (Maintenance & Operations)
#234.23	B-25	Approved Agreement with Leighton Consulting, Inc. to Perform Geotechnical Observations, Compaction Testing and Materials Inspection and Testing Services for the Colton High School Math and Science Building Project
#234.24	B-26	Approved Subcontractor Substitution for MDE Group, Inc. for the Bloomington High School Relocatable Classrooms and Restroom Addition Project, Bid #10-02
Will be presented at the July 15 th board meeting	B-27	Terminate Agreement with the City of Colton for a School Resource Officer Assigned to Colton High School
		Board Member Haro expressed strong opposition to terminate the agreement with the City of Colton for a School Resource Officer, stating that student safety should remain a top priority.
#234.25	B-28	Approved Amendment of the Agreement with Superior Construction Services Inc. for DSA Inspection Services for Colton High School Math and Science Building and Interim Housing Project
#234.26	B-29	Adopted Resolution No. 10-09 Authorizing Signatories for State School Facilities Program, Documentation, and CEQA Officers

- #234.27 B-30 Approved Agreement with School Planning Services, Inc. for the Preparation of a School Facilities Needs Analysis
- #234.28 B-31 Approved Utilize the Beardsley Unified School District “Piggyback” Bid Pack II for an Eighteen Month Lease Agreement with Williams Scotsman, Inc. for Interim Portable Classrooms at Colton High School (2009-11; 10 Classrooms and 1 Restroom)
- #234.29 B-32 Approved Revised Amount Previously Approved with Superior Construction Services, Inc. for DSA Inspection Services for Grand Terrace High School Project

Adjourn to meeting of Community Facilities District No. 2

At 6:26 p.m. President Albiso adjourned to meeting of Community Facilities District No. 2.

#235 On motion of Board Member Taylor and Board Member Albiso, and carried on a 4-0-3 (Armenta, Mendoza-Ware and Zamora absent) vote, the board approved Action Items B–33 as presented.

- #235.1 B-33 Adopted Resolution 10-25 CFD-2, Establishing the Annual Special Tax Levy for Fiscal Year 2010-11 for Community Facilities District No. 2

At 6:27 p.m. the meeting of the Colton Joint Unified School District Board of Education reconvened.

C. Action Items – Board Policy

#236 On motion of Board Member Taylor and Board Member Ibarra, and carried on a 4-0-3 (Armenta, Mendoza-Ware and Zamora absent) vote, the board approved Action Items – Board Policy, C-1 and C-2. *These items will be presented as a Second Reading at the July 15th board meeting.*

- #236.1 C-1 Approved Proposed Amendment to Board Policy:

BP 6146.1 *Graduation Requirements*

The board directed staff to compare the required number of credits necessary for high school graduation to that of surrounding districts.

- #236.2 C-2 Approved Substitution of Board Bylaws:

BB 9322 *Agenda*

BB 9323 *Meeting Conduct*

D. Action Items – Resolution

#237 On motion of Board Member Ibarra and Board Member Haro, and carried on a 4-0-3 (Armenta, Mendoza-Ware and Zamora absent) vote, the board approved Action Items – Board Policy, C-1 as presented.

- #237.1 D-1 Adopted Resolution to Support the *California Jobs Budget*

8.0 ADMINISTRATIVE REPORTS

AR-8.1 Resignations

AR-8.2 Approved Change Orders since March 25, 2010 for the Grand Terrace High School Construction Project per Board Resolution 09-24

AR-8.3 Budget Update (EXHIBIT E)

AR-8.4 Facilities Update (EXHIBIT F)

AR-8.5 Budget Subcommittee Update ~No Report~

AR-8.6 Curriculum Subcommittee Update ~No Report~

AR-8.7 Facilities Subcommittee Update ~No Report~

AR-8.8 ACE Update ~No Report~

- AR-8.9 CSEA** First Vice President Joe Olivarez thanked the board for rescinding classified layoff notices. He acknowledged the budget shortfalls and informed the board that CSEA is committed to informing their members of the budget constraints and preparing them for the difficult times ahead.

The board thanked CSEA for sharing the burdens brought forth by the current budget status.

- AR-8.10 MAC** President Angela Dischinger introduced the 2010-11 MAC officers beginning with incoming President, Katie Orloff, Diana Herington (secretary) Ingrid Munsterman (membership), Amanda Corridan (fundraising), Michael Williford (social chair), Jennifer Wold, Patty Navarro, Rick Fienstien, Lisa Mannes, Penny Rubin and Ernesto Calles.

- AR-8.11 ROP Update ~No Report~**

9.0 SUPERINTENDENT'S COMMUNICATION

Superintendent Downs commented on graduation ceremonies for the Class of 2010. He announced that summer school began on June 21st at both Bloomington and Colton High Schools. He also acknowledged the accomplishments of the following sites: Reche Canyon Elementary students quilted baby quilts and donated them to the Cal Safe Program at CHS, Samantha Camacho, Zimmerman, won a calendar drawing contest hosted by the West Valley Water District, Edward Trimble was recognized by the Humane Society for raising money to educate students on abused animals, CHS's Mike Reh was awarded "Coach of the Year" by the *San Bernardino County Sun*, McKinley Elementary hosted Assemblyman Bill Emerson and State Superintendent of Public Instruction Jack O'Connell on their recent tour of the school site. In closing, Superintendent Downs announced that students attending summer school and any community children less than 18 years of age can enjoy free breakfast and lunch at Bloomington and Colton High Schools.

10.0 BOARD MEMBER COMMENTS

Board Member Taylor praised all sites for wonderful and successful promotion and graduation ceremonies. This year he attended ceremonies at Cooley Ranch and Grand Terrace elementary schools, as well as, Terrace Hills Middle School, where his son promoted to ninth grade. He encouraged staff to enjoy some time off over the summer. Mr. Taylor thanked Superintendent Downs for his tenure and attributed last year's rise in test scores partly to his leadership.

Board Member Haro attended several end-of-year events, activities promotions and graduations. She praised staff for organizing the events and for encouraging parental involvement. Mrs. Haro attended ROHMS's band concert, BHS National Honor Society Induction Ceremony and congratulated Mr. Western on planning a great ceremony. She also attended the following: Jurupa Vista's End of Year carnival and Retirement Luncheon, BHS's Annual Luau and football clinic, CHS's Navy Ball, Rogers' Volunteer Tea, Wilson's End of Year Open House, Zimmerman's Dance Festival, McKinley's Volunteer Breakfast and Cooley Ranch's Art Show. Mrs. Haro congratulated the high schools on their successful graduation ceremonies. She acknowledged Principal Richardson for the guiding Slover Mountain High School's largest graduating class.

Board Member Ibarra congratulated principals and staff as they ended another rewarding school year with graduation and promotion ceremonies. Mr. Ibarra expressed that, once again, he is impressed with the hard work and dedication of the staff, students and families. With 26 years in the field of education and 14 years on the school board, Mr. Ibarra is proud to represent the Colton JUSD. He praised the district as having the best administration, classified and certificated staff and thanked all for continuing to do a great job. Lastly, he announced that the CHS football boosters will, once again, be selling fireworks on the corner of Valley and La Cadena beginning Monday, June 28th thru Sunday, July 4th.

Board Member Albiso apologized for his absence at BHS's graduation as he was attending the San Bernardino CUSD board meeting. Mr. Albiso also spoke in support of Action Item B-27, *Terminate Agreement with the City of Colton for a School Resource Officer*, stating that the city needs to reimburse the district for a portion of the SRO contract. If the city of Colton is unwilling to do so, he will push hard for additional in-house security. Mr. Albiso praised Superintendent Downs' years of service to the district. He asked the board to support his nomination of naming Bloomington High School's new math and science wing after James A. Downs.

11.0 CLOSED SESSION

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

At 7:05 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 • Personnel
- 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 8:23 p.m. Board President Albiso reported on action taken in closed session.

#238 12.1 Student Discipline, Revocation, and Re-entry

On a motion by Board Member *Haro* and seconded by Board Member *Ibarra*, and passed on a 4-0-3 vote (Armenta, Mendoza-Ware and Zamora absent), the board approved staff's recommendation for student discipline items #1 - #17 as presented. **(EXHIBIT G)**

#239 12.2 Personnel

- ♦ Public Employee: Discipline/Dismissal/Employment/Release/Reassignment (Gov. Code 54957) ~No Report~
- ♦ Public Employee: Superintendent – Contract ~No Report~
- ♦ Public Employee: Assistant Superintendent – Contracts

#239.1 On a motion by Board Member Taylor and seconded by Board Member Albiso, and passed on a 4-0-3 vote (Armenta, Mendoza-Ware and Zamora absent), the board approved the contract for the *Assistant Superintendent, Human Resources Division*.

#239.2 On a motion by Board Member Taylor and seconded by Board Member Albiso, and passed on a 4-0-3 vote (Armenta, Mendoza-Ware and Zamora absent), the board approved the contract for the *Assistant Superintendent, Student Services Division*.

#239.3 On a motion by Board Member Taylor and seconded by Board Member Albiso, and passed on a 4-0-3 vote (Armenta, Mendoza-Ware and Zamora absent), the board approved the contract for the *Assistant Superintendent, Business Services Division*.

#239.4 On a motion by Board Member Taylor and seconded by Board Member Albiso, and passed on a 4-0-3 vote (Armenta, Mendoza-Ware and Zamora absent), the board approved the contract for the *Assistant Superintendent, Educational Services Division*.

#239.5 On a motion by Board Member Taylor and seconded by Board Member Haro, and passed on a 4-0-3 vote (Armenta, Mendoza-Ware and Zamora absent), the board appointment Brian Butler, Director of Secondary Curriculum (7-12).

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)

#240 On a motion by Board Member Taylor and seconded by Board Member Haro, and passed on a 4-0-3 vote (Armenta, Mendoza-Ware and Zamora absent), the board approved Action Item B-1 as presented.

#240.1 B-1 Approved Amendment to the Superintendent's Contract

13.0 ADJOURNMENT

At 8:27 p.m., the Board adjourned the meeting until the next Regular Board of Education Meeting scheduled for Thursday, July 15, 2010, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

EXHIBIT A, FIELD TRIPS:

<u>Site</u>	<u>Date</u>	<u>Depart</u>	<u>Return</u>	<u>Destination</u>	<u>Activity/Background</u>	<u>Grade</u>	<u>Teacher</u>	<u>Cost</u>	<u>Funding</u>	<u>Strategic Plan*</u>
THMS	7/26/10 to 7/29/10 M/T/W/Th	9:00 am	3:00 pm	Miramonte Resort Indian Wells, CA (District)	<i>Camp Yearbook</i> Yearbook staff will receive training to produce the 2010-11 year book.	8	Suzie Montoya-Colburn (3)	\$1,804	ASB	#1
CHS	7/29/10 to 8/1/10 Th/F/S/S	8:00 am	4:00 pm	UC Irvine Irvine, CA (District)	<i>United Spirit Association Cheer Camp</i> Cheer Squad will participate in the annual dance camp for training.	9-12	Laura Martinez Monique Martinez (33) + Camp chaperones	\$11,932	Donations (\$11,682) Discretionary (\$250)	#1
BHS	7/5/10 to 7/18/10 M/T/W/Th/ F/S/S 14 days	6:00 am	9:00 pm	Concord Youth Center Concorde, CA (District) San Francisco Convention Center (Transportation provided by CA-USA Wrestling)	<i>2010 National Wrestling Championships</i> One member of the wrestling team has qualified as a competitor (Greco Roman wrestling) on the California National Team. 1. Wrestling Camp: July 5 – 17 @ Concord Youth Center 2. Greco Roman Wrestling Competition : July 18 @ San Francisco Convention Center	11	Gabriel Schaefer (1) Plus Camp chaperones	\$1,300	Parents	#1

EXHIBIT B, GIFTS:

<u>Site</u>	<u>Donor</u>	<u>Donation/Purpose</u>	<u>Amount</u>
Birney Elementary	Lifetouch National School Studios 11000 Viking Drive, Suite 500 E. Eden Prairie, MN 55344	Check #2092971 Incentives and field trips	\$739
Colton High School	Edison International Gifts P.O. Box 3288, Princeton, NJ 08543-3288	Check #155380 Company Match Sogomonian Family Scholarship	\$50
Cooley Ranch Elementary	Cooley Ranch Elementary P.T.A. 1000 South Cooley Dr., Colton, CA 92324	Check #2175, 2177 and 2178 \$2,900 for Marquee \$5,000 for Field Trips \$1,400 for Instructional Materials	\$9,300
Cooley Ranch Elementary	Lifetouch National School Studios 11000 Viking Drive, Suite 500 E. Eden Prairie, MN 55344	Check #2096068 Site discretionary	\$645
Grant Elementary	Edison International Gifts P.O. Box 3288, Princeton, NJ 08543-3288	Check #155380 & 125950 Company Match Site discretionary	\$240
Grand Terrace Elementary School	Lifetouch National School Studios 11000 Viking Drive, Suite 500 E. Eden Prairie, MN 55344	Check #2096288 Site discretionary	\$670
Grimes Elementary	Edison International Gifts P.O. Box 3288, Princeton, NJ 08543-3288	Check #156028 Company Match To follow student Alyssa Riddle	\$30

Jurupa Vista Elementary	Jurupa Vista Elementary P.T.A. 15920 Village Dr., Fontana, CA 92337	Check #1166 For Field trips	\$1,000
Jurupa Vista Elementary	Follett Educational Services Inc. 1433 International Pkwy., Woodridge, IL 60517	Check #75833 Site discretionary	\$53.90
McKinley Elementary	Lifetouch National School Studios 11000 Viking Drive, Suite 500 E. Eden Prairie, MN 55344	Check#2096570 Site discretionary	\$623
Slover Mt. High School	Rotary Club of Colton P.O. Box 249, Colton, CA 92324	Check #8362 Scholarship	\$650
Slover Mt. High School	Schools First Federal Credit Union P.O. Box 11547, Santa Ana, CA 92711-1547	Check #131119 Scholarship	\$300
Terrace View Elementary	Terrace View Elementary P.T.A. 22731 Grand Terrace Rd., Grand Terrace, CA 92313	Check #2683 Site discretionary	\$8,000
Terrace View Elementary	Lifetouch National School Studios 11000 Viking Drive, Suite 500 E. Eden Prairie, MN 55344	Check #2096974 Site discretionary	\$742
Wilson Elementary	James A. Downs c/o CJUSD 1212 Valencia Dr., Colton, CA 92324-1798	Check #170 Site discretionary	\$100

EXHIBIT C, PERSONNEL:

<u>I-A</u>	<u>Certificated – Regular Staff</u>	<u>Subject</u>	<u>Site</u>
1.	Leyva, Rebecca	Science Teacher (temp)	THMS
<u>I-B</u>	<u>Certificated – Activity/Coaching Assignments</u>	<u>Position</u>	<u>Site</u>
	None		
<u>I-C</u>	<u>Certificated – Hourly</u>	<u>Position</u>	<u>Site</u>
	None		
<u>I-D</u>	<u>Certificated – Substitute Teacher</u>		
1.	Rilloraza, Leslie		
2.	Smihula, Mary		
<u>II-A</u>	<u>Classified – Regular Staff</u>	<u>Position</u>	<u>Site</u>
1.	Espinoza, Velia	Nutrition Svcs. Wrkr. I	CHS
2.	Gossett, Nanette	Spec. Ed. Inst. Asst	Wilson
3.	Hernandez, Mayra	Nutrition Svcs. Wrkr. I	BHS
4.	Sidders, Shana Renee	Health Assistant	Crestmore
5.	Thomas, Julia	Nutrition Svcs. Wrkr. I	BHS
6.	Villarreal, Kristin	Nutrition Svcs. Wrkr. I	CMS
<u>II-B</u>	<u>Classified – Activity/Coaching Assignments</u>	<u>Position</u>	<u>Site</u>
1.	Bray Jr., Richard	Football-Asst. Spring (ret. walk-on)	CHS
2.	Bray Sr., Richard	Football-Head Spring	CHS
3.	Ma'ilo, Chris	Football-Asst. Spring – CHS	CHS
4.	Morales, Ruben	Football-Asst. Spring (ret. walk-on)	CHS
<u>II-C</u>	<u>Classified – Classified Hourly</u>	<u>Position</u>	<u>Site</u>
1.	Espinoza, Irenia	Language Assmnt Spec.(short term)	SSC/LAC
2.	Sanchez, Magdalena	Noon Aide	Sycamore Hills
<u>II-D</u>	<u>Classified Substitute</u>	<u>Position</u>	
1.	Hernandez, Esmerelda	Sub Bus Driver	
2.	Miranda, Patricia	Sub Noon Aide	
3.	Rengifo, Luz	Sub Noon Aide	
4.	Sandoval, Andrea	Sub Bus Driver	
5.	Smith, Dwana	Sub Bus Driver	
6.	Umberson, Kimberly	Sub Noon Aide	

EXHIBIT D, CONFERENCE:					
Employee	Title	Site	Conference	Date/Location	Funds
Megan Moran	Teacher	BHS	Pacific AP Institute Program	June 27-July 1, 2010 Seaside, CA	APIP Funds \$1,180
Angie Dischinger	Principal	Washington	Principals Partnership 2010 Summer Leadership Institute	July 11-14, 2010 Palm Desert, CA	No cost to the District
Jesse Guiles	Teacher	BHS	AP By The Sea	July 12-15, 2010 San Diego, CA	APIP Funds \$1,765.99
Chris Burner Michelle Evans Leilani Bautista Roman Brysha Carmen Vega Jennifer Wymer Roberta MacDonald Angie Dischinger Karla Sandrin John Sachs Oleg Llaurado Amanda Corridan Alicia Martinez Cheri Adame Pete Tasaka Melissa Kingston John Conboy Lisa Lennox	Assistant Principal Psychologist Teachers Counseling Secretary Principal Assistant Principal Security Manager Probation Officer Coordinator Community Liaison Counselor Assistant Principal Assistant Principal Coordinator CPS	BHS Washington Student Svcs Slover Mt. HS CHS ESD PPS	Student Assistance Plan (SAP) Training	July 19-23, 2010 Palm Springs, CA	ARRA Funds \$3,250
Belen Rubio Michael Esquivel Valerie Gutierrez Mark McGuffee	Counselor Teachers	CMS	AVID Summer Institute	July 26-30, 2010 San Diego, CA	AVID Funds \$5,609.36
Corina Paramo Peter Goldkorn Stacey Baker John Duke Stephen Boone	Teachers	CHS	AVID Summer Institute	July 26-30, 2010 San Diego, CA	APIP Funds \$6,497.50
Jerry Almendarez	Asst Superintendent	D.O./H.R.	CLSBA 2010 Unity Conference	September 29-October 2, 2010 Los Angeles, CA	HR Funds \$690.31
Kent Taylor Robert Armenta, Jr.	Board Members	D.O./Board	CLSBA 2010 Unity Conference	September 29-October 2, 2010 Los Angeles, CA	Board Funds \$1,595.90

EXHIBIT E – BUDGET UPDATE

COLTON JUSD BUDGET UPDATE

Presented by
Jaime R. Ayala
Assistant Superintendent
Business Services Division
June 24, 2010

Excerpts from June 9, 2010 County Bulletin No. 10-140

- "Our office will need evidence that the district board has taken the necessary steps to reduce ongoing expenditures or increase revenues in the current and/or upcoming fiscal year in order to meet the ongoing operational and instructional needs of its students and meet the minimum state reserve requirements...and to be able to provide an unconditional approval for 2010-11 budgets".
- "...our office needs to see a board approved fiscal action plan identifying a summary of reductions that the board has or is planning to implement during the 2010-11 and/or beginning of the 2011-12 fiscal year to meet minimum state reserve standards for 2011-12".

County Bulletin No. 10-140, continued

- "For the 2012-13 fiscal year, our office needs to have a board approved fiscal action plan that identifies, at a minimum, a dollar amount of ongoing budget reductions to be determined and implemented during 2010-11 through 2011-12 or at the beginning of the 2012-13 fiscal year to meet the ongoing reserve requirements in 2012-13".

Without additional reductions, minimum reserve requirement will not be met beginning 2011-12:

2008-09 U/A's	2009-10 E/A's	2010-11 MYP	2011-12 MYP	2012-13 MYP
\$ 37,014,881	\$28,210,329	\$12,406,892	(\$ 25,546,473)	(\$ 57,144,998)

So what additional documentation are we required to submit with the budget?

2010-11 – Minimum Ending Fund Balance requirement will be met without additional reductions. County will not require additional documentation.

2011-12 – Minimum Ending Fund Balance requirement will not be met without additional reductions. County will require a Board approved fiscal plan identifying a summary of reductions that do not require negotiation.

2012-13 – Minimum Ending Fund Balance requirement will not be met without additional reductions. County will require a Board approved fiscal plan that identifies the dollar amount of required reductions.

How large must the reductions be?

The Board has already approved on-going budget reductions, which are built into the budget:

- 2010-11 - \$ 4,192,110
- 2011-12 - \$ 4,157,110
- 2012-13 - \$ 2,217,110

But in order to meet the minimum Ending Fund Balance requirements, more reductions are needed:

- 2011-12 - \$ 12,673,309 (on-going)
- 2012-13 - \$ 12,500,000

EXHIBIT E – BUDGET UPDATE Continued

Reductions for 2011-12

- \$12.7 million, effective July 1, 2011.
- Ideally, these reductions are to be in the form of concessions from the CJUSD bargaining units and from Management.
- To the extent concessions cannot be in place as of July 1, 2011, elimination and curtailment of programs will be required in order to achieve \$12.7 million in budget reductions.

Reductions for 2012-13

- \$12.5 million, effective July 1, 2012 (this is in addition to the \$12.7 million from 2011-12).
- For now, the County will accept a resolution from the Board identifying \$12.5 million as the amount of on-going reductions.

Minimum reserve requirement will be met if the reductions are implemented:

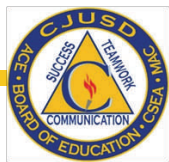
2008-09 U/A's	2009-10 E/A's	2010-11 MYP	2011-12 MYP	2012-13 MYP
\$ 37,014,881	\$ 28,210,329	\$ 12,406,892	\$ 8,113,638	\$ 7,990,056
		4.97%	3.09%	3.15%

Will the County approve our Budget?

- We are cautiously optimistic that the Budget will be approved because:
 - For 2010-11, the Ending Fund Balance is projected to exceed the minimum requirement without additional reductions.
 - For 2011-12, we are submitting a sound plan that identifies reductions that can be implemented effective July 1, 2011 should no negotiated settlement be reached.
 - For 2012-13, we are submitting a Board Resolution identifying the amount of reductions that will be implemented.

Next Steps

- Adopt Budget and submit to County by July 1, 2010
- Begin work immediately on plan that ensures \$12.7 million in reductions for 2011-12:
 - Primary plan will be to achieve reductions through the negotiation process.
 - Contingency plan will be to eliminate or curtail programs.
- *Delaying the reductions needed in 2011-12 is not an option; they must be in place by July 1, 2011:*
 - *Minimum reserve requirement will not be met for 2011-12 if reductions fall short of \$12.7 million.*
 - *We have no reserves left from which to draw and there are no remaining one-time monies to tap.*



FACILITIES update

June
2010



CONSTRUCTION

www.bondprojects.cjUSD.net



GRAND TERRACE HIGH SCHOOL

- Concrete block walls for multipurpose room and 3 classroom buildings continue to make great progress
- Gymnasium (Building B) underground prep work nearing completion to be followed by foundations



BLOOMINGTON HS MATH & SCIENCE

- Interim Housing paving complete; buildings delivered to site
- Abatement of old portables complete; demolition to start June 28
- Lease Leaseback contract to Board for approval June 24; classroom construction to start July 19



NEW MIDDLE SCHOOL #5

- Construction of perimeter wall and fence planned to start mid-July 2010
- New school scheduled to start construction late September 2010



COLTON HS MATH & SCIENCE

- Interim Housing scheduled to start construction September 2010
- Construction of new math and science classroom building scheduled to start January 2011



FIRE ALARM & COMMUNICATIONS UPGRADES

- Work continues at four schools : Jurupa Vista, Wilson, Reche Canyon Elementaries and Bloomington Middle School
- Completion slated for August 2010



PLANNING AND DESIGN

Architect and Engineering Services

A Request For Proposals was issued for the BHS and CHS cafeteria and multipurpose rooms. Proposals are due July 7, 2010 with interviews scheduled July 15, 2010. Ranking and recommendations to Facilities Subcommittee tentatively set for end of July 2010.

Districtwide Master Plan

Several "School Community" committee meetings are taking place at various school campuses over the summer months. Superintendent and cabinet are working to nominate "educational specifications committee" members. The plan is expected to be completed by the end of the year 2010.

PROCUREMENTS

Lease-Leaseback Proposals—BHS Math & Science Building

Board Approval: June 24, 2010

Project Manager: Vince Quinones

BID #10-05 Property Line Block Wall—New Middle School #5

Board Approval: June 24, 2010

Project Manager: Owen Chang

FUNDING

State Match Funds

In June, the State's "Priorities in Funding" program has \$408 million dollars to allocate for projects for which they received \$1.3 billion in applications. That's over 75% of the total dollars on the unfunded list. Facilities Management Team will continue to monitor to determine potential impact to the District's capital improvement program.

COMMUNITY OUTREACH

District Holds "School Community" Committee Meetings

A Districtwide Master Planning Kickoff Meeting was held in early June with over 50 community members attending. Several "school community" committees were formed with an "elementary school community" meeting held June 16 at Zimmerman Elementary School. Middle and High School Community committees will meet over the summer. For more information, meeting notices and minutes please visit www.bondprojects.cjUSD.net or call the Facilities Outreach Manager at (909) 580-6632.

District Reports on School Bonds and Projects

The Facilities Management Team released its first quarterly report in May 2010 in an effort to inform the local community about these projects and the progress of its capital improvement program. The report was posted to its website at www.bondprojects.cjUSD.net and mailed to over 145 local community and government leaders, civic and business associations as well as local public libraries.

CALENDAR OF EVENTS

Jun 28	Measure G Citizen's Oversight Committee Meeting at BHS 5:30 p.m.
Jul 8	Districtwide Master Planning Meeting—Middle School Committee at BMS 6 p.m.
Jul 12	Block wall construction starts for New Middle School #5
Jul 19	Start construction of BHS Math & Science Building
Jul 23	Release Lease Leaseback RFP for New Middle School #5
Jul 26	Districtwide Master Planning Meeting—High School Committee at BHS 6 p.m.
Aug 3	Release Lease Leaseback RFP for CHS Math & Science Building
Sep 8	Demolition to start for interim housing—CHS Math and Science Building
Sep 18	BHS Math & Science Building Groundbreaking Ceremony at 10 a.m.
Sep 27	Start construction of New Middle School #5



EXHIBIT G – STUDENT DISCIPLINE

- | | | |
|------------|------------|------------|
| 1. 11895 | 7. 93411 | 13. 148325 |
| 2. 85682 | 8. 89000 | 14. 95168 |
| 3. 158668 | 9. 89769 | 15. 85029 |
| 4. 1034300 | 10. 116466 | 16. 111296 |
| 5. 88815 | 11. 87746 | 17. 152365 |
| 6. 96955 | 12. 85105 | |

Date Approved: July 15, 2010

David R. Zamora, Clerk

James A. Downs, Superintendent

DRAFT

BOARD AGENDA

REGULAR MEETING
July 15, 2010

CONSENT ITEM

TO: Board of Education

PRESENTED BY: James A. Downs, Superintendent

SUBJECT: Approval to Amend the May 27, 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

BACKGROUND: The Facilities Update, as provided at the May 27, 2010 Colton Joint Unified School District Board of Education meeting should have included Vanir Construction Management to the list of representatives providing the tour of Grand Terrace High School. The amended minutes will read as follows:

*A tour of Grand Terrace High School was given to the Grand Terrace City Council on Wednesday, May 23rd. Assistant Superintendent Ayala along with representatives from WLC Architects, Seville Construction Services and **Vanir Construction Management** provided the tour and answered questions for the council.*

RECOMMENDATION: That the board approve the amendment to the May 27, 2010 meeting minutes as presented.

BOARD AGENDA

REGULAR MEETING
July 15, 2010

CONSENT ITEM

TO: **Board of Education**

PRESENTED BY: James A. Downs, Superintendent

SUBJECT: **Approval to Renew Membership in the San Bernardino County School Boards' Association (SBCSBA, 2010-11)**

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

BACKGROUND: Renewal of membership in the San Bernardino County School Boards' Association (SBCSBA) for the 2010-11 school year is submitted for consideration.

BUDGET IMPLICATIONS: \$250 to be paid from General Fund

RECOMMENDATION: That the Board renew District membership in the San Bernardino County School Boards' Association (SBCSBA) for the 2010-11, as presented.

BOARD AGENDA

REGULAR MEETING
July 15, 2010

CONSENT ITEM

TO: **Board of Education**

PRESENTED BY: James A. Downs, Superintendent

SUBJECT: **Approval of Renewal Agreement for SANDABS Membership (2010-11)**

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
Parameter #7 – Fiscal Responsibility

BACKGROUND: SANDABS (San Bernardino County District Advocates for Better Schools) is an organization dedicated to informing districts regarding the state budget and legislative proposals, the annual legislative night, and candidate interviews during election years. The Colton Joint Unified School District has been an active member since 1990-91.

BUDGET IMPLICATIONS: \$2,000 to be paid from the General Fund

RECOMMENDATION: That the Board approve the renewal agreement for SANDABS membership (2010-11) as presented.

BOARD AGENDA

REGULAR MEETING
July 15, 2010

CONSENT ITEM

TO: **Board of Education**

PRESENTED BY: James A. Downs, Superintendent

SUBJECT: **Approval to Renew Membership in the California School Boards' Association (CSBA, 2010-11)**

GOALS: 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

BACKGROUND: Renewal of membership in the California School Boards' Association (CSBA) for the 2010-11 school year is submitted for consideration.

BUDGET

IMPLICATIONS: \$13,494 to be paid from General Fund

RECOMMENDATION: That the Board renew membership in the California School Boards' Association (CSBA) for the 2010-11 school year as presented.

BOARD AGENDA

REGULAR MEETING
July 15, 2010

CONSENT ITEM

TO: Board of Education

PRESENTED BY: James A. Downs, Superintendent

SUBJECT: Approval to Renew the Agreement with the California School Boards' Association (CSBA) for Governance and Management Using Technology (GAMUT) Online Policy Service (2010-11)

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

BACKGROUND: The California School Board Association GAMUT online policy service provides the District with a web-based policy information that incorporates the complete CSBA policy Update Reference Manual with more than 700 sample policies, regulations and exhibits.

On January 13, 2005 the Board approved the agreement with CSBA to renew automatically each fiscal year unless terminated by either the District or CSBA. The annual cost renewal is \$4,250 (no increase over 2009-10).

BUDGET IMPLICATIONS: \$4,250 to be paid from General Fund

RECOMMENDATION: That the Board renew the agreement with California School Boards' Association (CSBA) for Governance and Management Using Technology (GAMUT) online policy service for the 2010-11 school year as presented.

BOARD AGENDA

REGULAR MEETING
July 15, 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 July 15, 2010

<u>Site</u>	<u>Date</u>	<u>Depart</u>	<u>Return</u>	<u>Destination</u>	<u>Activity/Background</u>	<u>Grade</u>	<u>Teacher</u>	<u>Cost</u>	<u>Funding</u>	<u>Strategic Plan*</u>
BHS CHS	2010-11 School Year (possible overnight trips)	TBD	TBD	Northern and Southern CA high schools, colleges, and universities. Hosting schools & hotels TBD. Occasionally, events are held out of state. (District transport. airline or train)	Speech Tournaments, Key Club & HOPE Conventions, Leadership Competitions, Yearbook Camps. FFA State Leadership Conf./Competitions, Athletic Competitions & Cheer Squad Camps & Competitions (Additional events TBD) Qualifiers to these events are based on actual entries competing in each event.	9-12	Ignacio Cabrera (BHS) Robert Verdi (CHS) Teachers & Students TBD + chaperones (Per BP & AR 6153)	TBD	Cost will be determined per event. Various funds: ASB, Voc. Ed. Donation, Site Discretion, EIA/SCE, GATE, SLI	Strategy #1
BHS	7/27- 7/31/2010 T/W/Th/F/S	2:30 pm	9:00 am	Bloomington High School Bloomington, CA (Students will be housed at the Hilton Garden Inn, Fontana, CA)	<i>Cheer Camp</i> Cheer Squad will participate in a cheer/dance camp training, team building activities and planning for the 2010-11 school year.	9-12	Leilani Bautista 40 +3	\$9,600	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, policies, successes, and strengths.

BOARD AGENDA

REGULAR MEETING
July 15, 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 July 15, 2010

Site	Date(s)	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
Grimes	2010-11 School year	TBD	<i>Dual Immersion Coaching, Consulting and Professional Development</i> To provide support for teachers and administrators on the implementation of the Dual Language Immersion program.	Grimes	SBCSS San Bernardino, CA	\$4,750	Title III	Strategy #2 #5
Smith	08/16, 26 09/2, 9, 16, 23 & 30 10/7, 14 & 21 2010	8:30-10 am & 6:30-8 pm	<i>Parent Institute</i> Parent training that will enable them to address the educational needs of their children.	Smith	Parent Institute for Quality Education El Monte, CA	\$4,800	Title I	Strategy #2 #5
THMS	08/17, 09/16/ 10/05, 11/04 & 12/02/2010 01/25, 02/08 & 04/12/2011	8:00 am to 3:00 pm	<i>Language Arts Lesson Study</i> Teachers will observe student learning and engage in the professional development process of lesson study.	THMS	Heather Jenkins Curriculum Specialist SBCSS San Bernardino, CA	\$5,696	Title II	Strategy #2 #5
THMS	08/31, 09/21, 10/21, 12/09/2010 10/20, 02/17 03/03 & 04/07/2011	8:00 am to 3:00 pm	<i>Math Lesson Study</i> Teachers will observe student learning and engage in the professional development process of lesson study.	THMS	Jennifer Hodges Curriculum Specialist SBCSS San Bernardino, CA	\$5,696	Title II	Strategy #2 #5

Colton Joint Unified School District



Consultant Request Proposal

School: Language Support Services
Board Approval Date: July 15, 2010
Name of Consultant: San Bernardino County Superintendent of Schools
Billing Address: 601 North E Street, San Bernardino, CA 92410-3093
Contact Number: Erin Bostick Mason, (909) 386-2620
E-mail address: erin_mason@sbcss.k12.ca.us

Consultant Qualifications and Background: San Bernardino County Superintendent of Schools office provides support to schools and districts.

List Districts Serviced and Accompanying API Scores for 3 years:

<u>Colton Joint Unified School District:</u>	Spring 07: <u>656</u>	Spring 08: <u>673</u>	Spring 09: <u>701</u>
<u>San Bernardino City Unified:</u>	Spring 07: <u>643</u>	Spring 08: <u>656</u>	Spring 09: <u>680</u>
<u>Banning Unified:</u>	Spring 07: <u>654</u>	Spring 08: <u>668</u>	Spring 09: <u>702</u>
<u>Beaumont School District:</u>	Spring 07: <u>729</u>	Spring 08: <u>752</u>	Spring 09: <u>764</u>

Purpose: The purpose of this proposal is to engage the San Bernardino County Superintendent of Schools staff to provide services as a consultant to Ruth Grimes Elementary School Two Way Immersion program. As a consultant SBCSS will provide coaching, consulting and professional development to school personnel in the successful implementation of the Two Way Immersion program.

Needs: To continue building the Two Way Immersion program, this is the District's alternative program for English learner students, located at Grimes Elementary.

Strategies: Examine School Program, provide professional development; classroom demonstrations and provide direction to expand the program at additional grade levels.

Evaluation and Monitoring: Evaluate program and monitor progress of students.

Budget: Title III funds will be used.

Colton Joint Unified School District



Consultant Request Proposal

School: Gerald A. Smith Elementary
Approval Date: June 14, 2010
Name of Consultant: Parent Institute for Quality Education (PIQE)
Billing Address: 957 N. Grand Ave. Covina CA 91724
Contact Number: 626-455-0126
Email address: jdominguez@piqe.org

Consultant Qualifications and Background: The Parent Institute for Quality Education (PIQE) has been serving schools and parents since 1987. Since that time more than 475,000 parents have graduated from PIQE's programs. Parents learn about how they can support their children throughout their academic career. The classes offered help create a bridge between home and school and what to do to help prepare their students for college. The classes are offered in 16 different languages by professional PIQE facilitators. The class series culminates in a group meeting with the school principal, followed by the PIQE graduation ceremony. PIQE has partnered with the Cal State system to offer each graduating parent a certificate of college entrance for each of their children. www.piqe.org for more information

List Districts serviced and accompanying API Scores for 3 years:

	<u>2006-07:</u>	<u>2007-08:</u>	<u>2008-09</u>
1. Colton Joint Unified	656	673	701
2. San Bernardino City Unified	643	659	678
3. Victor Valley Union HS District	669	667	681

Purpose: To conduct a nine-week program for parents of Smith School students. PIQE's mission is to connect families, schools and community as partners to advance the education of every child through parent engagement.

Needs: Our annual EL Needs Assessment revealed a need for the following as identified by parent surveys:

- Importance of School/Education
- How to Get into College
- How to help my child with reading, writing, motivation and homework
- Parenting classes

The PIQE classes will address all of these parent concerns

Strategies: Parent and Family Involvement Activities

Evaluation and Monitoring: The goal is to have a minimum of 60 parents graduate from the nine week program. Parents need to attend at least 4 sessions to receive a participation certificate.

Budget: Title I Parent Involvement allocation

Colton Joint Unified School District



Consultant Request Proposal

School: Terrace Hills Middle School
Approval Date: July 15, 2010
Name of Consultant: Heather Jenkins
Billing Address: SBCSS, 601, North E Street, San Bernardino, CA 92410
Contact Number: (909) 386-2623
Email address: heather_jenkins@sbcss.k12.ca.us

Consultant Qualifications and Background:

Heather Jenkins is a curriculum specialist with the San Bernardino County Superintendent of Schools. She trains teachers on differentiated instruction, SB472 Reading/Language Arts, unpacking/deconstructing the standards, developing pacing guides and deepening educator's content knowledge in English-Reading/Language Arts. She taught eleven years at both the junior high and high school levels in Upland Unified School District. She has coached teachers at Shandin Hills Middle School in San Bernardino, Rialto Middle School, Baker High School and Baker Junior High School.

List Districts serviced and accompanying API Scores for 3 years:

	<u>2006-07:</u>	<u>2007-08:</u>	<u>2008-09</u>
Colton Joint Unified:	656	673	701
Baker High School	602	643	692
Upland Junior High School	710	718	732

Purpose:

Heather Jenkins will facilitate lesson studies with our eighth grade language arts teachers. Teachers will engage in the professional development process of lesson study to systematically examine their teaching practice with the goal of becoming more effective teachers. Teachers will select an overarching goal to explore for the year. When working on the actual lesson study, they will collaboratively plan, teach, observe, discuss and revise lessons. This cycle will repeat itself over the course of the day. The goal over the year is for our language arts teachers to become facilitators of their own lesson studies, without the need of external help.

Needs:

To improve teachers' instructional delivery and increase students' understanding of language arts.

Strategies:

- At the start of the year, eighth grade language arts teachers will select one goal to focus on over the course of the year.
- During the lesson study, teachers will collaboratively plan a lesson based on their yearly goal.
- One teacher will teach that lesson to students, while the other teachers observe.
- The group comes together to discuss their observations of the lesson. The group will revise the lesson before a teacher implements that lesson in a second classroom.
- The cycle continues to repeat itself throughout the day.
- The teachers will debrief and report on what their lesson study has taught them, and how this will alter their teaching strategies in the future.

Evaluation and Monitoring:

- Monitor benchmark and semester scores
- Monitor AYP results

Budget:

\$5,696 – Total cost to be paid from Title II funding.

Colton Joint Unified School District



Consultant Request Proposal

School: Terrace Hills Middle School
Approval Date: July 15, 2010
Name of Consultant: Jennifer Hodges
Billing Address: SBCSS, 601, North E Street, San Bernardino, CA 92410
Contact Number: (909) 386-2623
Email address: jennifer_hodges@sbcss.k12.ca.us

Consultant Qualifications and Background:

Jennifer Hodges is a curriculum specialist with the San Bernardino County Superintendent of Schools. She trains teachers on differentiated instruction, SB472 mathematics, unpacking/deconstructing the standards, developing pacing guides and deepening educator's content knowledge in math. She taught eleven years in Yucaipa-Calimesa School District, and was the District Teacher on Assignment for mathematics K-12 for three of those years. She has coached teachers at Park View Middle School in Yucaipa and has facilitated lesson studies at the following sites/district: Kucera Middle School (2007-08), Barstow Junior High School (grade 7 in 2008-09), Central School District (grades 6, 7 and Algebra 1 in 2009-10), and Vineyard Elementary on Ontario-Montclair School District (grades 3, 4, and 5, 2008-present).

List Districts serviced and accompanying API Scores for 3 years:

	<u>2006-07:</u>	<u>2007-08:</u>	<u>2008-09</u>
Colton Joint Unified:	656	673	701
Cucamonga Middle School	756	780	783
Ruth Musser Middle School	796	818	824

Purpose:

Jennifer Hodges will monthly alternate facilitating lesson studies with our seventh grade math teachers and algebra teachers. Teachers will observe student learning and engage in the professional development process of lesson study to systematically examine their teaching practice with the goals of becoming more effective teachers. Teachers will select an overarching goal to explore for the year. When working on the actual lesson study, they will collaboratively plan, teach, observe, discuss and revise the lessons. This cycle will repeat itself over the course of the day.

Needs:

To improve teachers' instructional delivery and increase students' understanding of math.

Strategies:

- At the start of the year, each math department will select one goal to focus on over the course of the year.
- During the lesson study, teachers will collaboratively plan a lesson based on their yearly goal.
- One teacher will teach that lesson to students, while the other teachers observe.
- The group comes together to discuss their observations of the lesson. The group will revise the lesson before a teacher implements that lesson in a second classroom.
- The cycle continues to repeat itself throughout the day.
- Teachers will debrief and report on what their lesson study has taught them.

Evaluation and Monitoring:

- Monitor benchmark and semester scores
- Monitor AYP results

Budget:

\$5,696 – Total cost to be paid from Title II funding.

BOARD AGENDA

REGULAR MEETING
July 15, 2010

CONSENT ITEM

TO: **Board of Education**

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

SUBJECT: **Approval of Resolution and Acceptance of 2010-11 Funding for California State Preschool Programs (CSPP-0434)**

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #2 – Curriculum

BACKGROUND: The California Department of Education has awarded funding that is to be applied to the California State Preschool Program.

BUDGET IMPLICATIONS: \$2,008,108 – Revenue for California State Preschool Program

RECOMMENDATION: That the Board approve the resolution and accept the 2010-11 funding for California State Preschool Program (CSPP-0434).

RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2010-11.**

RESOLUTION

BE IT RESOLVED that the Governing Board of _____

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

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS _____ day of _____ 2010-11, by the
Governing Board of _____
of _____ County, California.

I, _____, Clerk of the Governing Board of

_____, of _____, County,

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

(Clerk's signature)

(Date)

BOARD AGENDA

REGULAR MEETING
July 15, 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: *Advanced
Approaches to Curriculum Differentiation* (August/September 2010)

GOAL: Improve Student Performance

STRATEGIC PLAN: Strategy #2 – Curriculum

BACKGROUND: The Educational Services Division would like to offer *Teaching the Gifted and Talented: Advanced Approaches to Curriculum Differentiation* 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 2008-2009 GATE application, we would like to offer the classes necessary for the GATE certificate for our district teachers. This class is the fourth 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 Advanced Approaches to Curriculum Differentiation* (August/September 2010).



June 29, 2010

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 428.07/teaching the Gifted and Talented: Advanced Approaches to Curriculum Differentiation, instructor, Erik Mickelson, to be scheduled as a hybrid class meeting Saturday from 8:30 am-6:30 pm on Aug. 14 and Sept. 18, 2010 with additional 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 Aug. 9, 2010. 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,

A handwritten signature in dark ink, appearing to read "Sue Teele".

Dr. Sue Teele, Associate Dean
Director, Education Extension

ACCEPTED:

Signature, Title

Date

BOARD AGENDA

REGULAR MEETING
July 15, 2010

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval of Agreement with East Valley Special Education Local Plan Area (EVSELPA) for Pupil Transportation Services (2010-11)

GOALS: Student Performance, School Safety & Attendance

STRATEGIC PLAN: Strategy #2 – Curriculum

BACKGROUND: Previously, the district contracted through the EVSELPA for the transportation of special education students to non public schools or other districts in the EVSELPA region. In 2010/11, the district will be taking over the transportation of its special education students as a cost savings and will take back its share of the Pupil Transportation Special Education (SD/OI) Apportionment in the amount of \$150,000.

However, in the event the district is unable to transport a student, the district can continue to utilize this agreement with the EVSELPA to transport students on an as needed basis.

BUDGET IMPLICATIONS: Approximately \$11,500 per student as needed from General Fund

RECOMMENDATION: That the board approve the agreement with East Valley Special Education Local Plan Area (EVSELPA) for Pupil Transportation Services (2010-11)

**OFFICE OF THE
SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS
601 North E Street
San Bernardino, CA 92410**

PUPIL TRANSPORTATION SERVICES AGREEMENT

AGREEMENT #10/11-0011

This Agreement, made and entered into this 3rd day of June 2010, by and between the San Bernardino County Superintendent of Schools, hereinafter referred to as **Superintendent**, and Colton Joint Unified School District, hereinafter referred to as **District**, in the East Valley Special Education Local Plan Area (SELPA), mutually agree as follows:

W I T N E S S E T H

WHEREAS, the **Superintendent** operates a transportation system for pupils transported to schools and classes operated within San Bernardino County, and

WHEREAS, Education Code Section 39801 allows any school district to contract with the county superintendent of schools to provide necessary transportation services; and

WHEREAS, the **Superintendent** and the **District** agree that it is mutually beneficial for the **Superintendent** to provide transportation services to selected students within the Colton JUSD; and

WHEREAS, the **Superintendent** and the **District** agree that effective June 14, 2010, the **District** will take back the transportation of the **Districts** special education students; and

WHEREAS, the **Superintendent** and the **District** agree that in taking back their special education students, the **District** also takes back their share of the Pupil Transportation Special Education (SD/OI) Apportionment; and

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. Transportation Services Provided To Colton Joint Unified School District, Other District Programs and County Operated Programs in the EVSELPA Region and the California School for the Deaf (CSDR) in Riverside, CA
 - a. Through its contract with First Student Inc., the **Superintendent** agrees to provide school bus transportation services to pupils attending schools and classes of the **District** and other districts in the EVSELPA region and to CSDR as requested.
 - b. Services will be provided in accordance with all state and federal laws and in conformance with policies established by the EVSELPA Board of Directors.
 - c. **Superintendent** will serve as the contact agency in dealing with parents and the school bus operator in resolving problems and answering questions related to pupil transportation.

- d. **Superintendent** agrees to provide the **District** information in his possession necessary for completion of annual state reports and such other reports as requested by the **District**.
- e. **Superintendent** will require that the school bus operator take the action necessary to include the **District** as an additional insured on its liability insurance policy.
- f. Transportation services will commence on/or about June 14, 2010, and continue on all school days throughout the 2010-2011 school year concluding on/or about June 14, 2011.

2. Responsibilities of the **District**

- a. The **District** agrees to provide required student information, a minimum 2 weeks prior to the start date of transportation, which is necessary for completing and implementing school bus routes on a timely basis.
- b. The **District** will designate one of its employees to serve as the contact person between the **District** and **Superintendent** for matters related to pupil transportation.
- c. The **District** will be responsible for filing reports required by the California Department of Education related to pupil transportation.

4. **Superintendent's Fees and Payment Thereof**

- a. Billing procedures for students attending Colton JUSD, other district programs, and any County operated programs in the EVSELPA region, including CSDR.
 - 1) **District** agrees to pay the **Superintendent** the actual transportation costs plus administrative expenses. The estimated annual amount will be computed at the beginning date of this Agreement.
 - 2) **District** authorizes the **Superintendent** to transfer at the end of the month from the general fund of the **District** an amount equal to one tenth (1/10th) of the estimated annual charge commencing in September 2010.
 - 3) On or about January 31, 2011, the **Superintendent** will determine the appropriateness of the original estimate and adjust the remaining monthly charges to the **District** to reflect any revision in the estimated annual charge.
 - 4) On or about October 1, 2010, the **Superintendent** will compute final charges using actual expenditure data and take action to further refund any overpayment or assess an additional charge to the **DISTRICT**.

5. Term Of Agreement

The term of this Agreement commences on/or about June 14, 2010, and ends at the time that the last transfer has been made for 2010-2011 expenses, but no later than October 1, 2011.

6. Hold Harmless

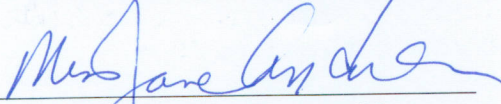
Superintendent shall defend, indemnify, and hold **District**, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of **Superintendent**, its officers, agents, or employees.

District shall defend, indemnify and hold **Superintendent**, its officers, agencies, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of **Superintendent**, its officers, agents, or employees.

7. Termination Conditions

- a. Whenever it shall be necessary for either party to give notice to the other, such notices shall be sent by registered mail, postage prepaid, addressed to **District** and to **Superintendent** at the following address, and such notice shall be deemed to be complete five (5) days after the same has been deposited in any United States post office. All notices and correspondence, other than notice of termination, may be sent by regular mail.
- b. This Agreement may be terminated at any time by giving the other party thirty (30) days written notice of such action in accordance with Paragraph 6.a. above. **District** shall be responsible for the costs incurred on its behalf during the term of service.

SAN BERNARDINO COUNTY
SUPERINTENDENT OF SCHOOLS


Mary Jane Andersen, Program Manager
Purchasing Contracts

Date: 6-3-10

COLTON JOINT UNIFIED
SCHOOL DISTRICT

Date: _____

BOARD AGENDA

REGULAR MEETING
July 15, 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
Bloomington Middle School	Monica Lore P.O. Box 236, Loma Linda CA 92354	Cash To Gate Club under ASB	\$200
Cooley Ranch Elementary	Kiwanis Club of Cooley Ranch 342 North La Cadena Drive, Colton, CA 92324	Check #2071 For school supplies	\$400
Cooley Ranch Elementary	Chase – Wamoola for Schools Program 1301 2nd Avenue, Seattle, WA 98101	Check #2416168073 Site discretionary	\$192.50
Cooley Ranch Elementary	Kiwanis Club of Cooley Ranch 347 North La Cadena Drive, Colton, CA 92324	Check #2076 Site discretionary	\$250
Crestmore Elementary	Lifetouch National School Studios 11000 Viking Drive, Suite 500 E., Eden Prairie, MN 55344	Check #2107141 Site discretionary	\$807
District Office	James A. Downs c/o 1212 Valencia Drive, Colton, CA 92324	Check #183	\$145
D'Arcy Elementary	Lifetouch National School Studios 11000 Viking Drive, Suite 500 E., Eden Prairie, MN 55344	Check #2093691 Site discretionary	\$571
D'Arcy Elementary	Edison International Annual Campaign Match James Edward Harris P.O. Box 3288, Princeton, NJ 08543-3288	Check#155789 - \$369.45 Check #127037 - \$369.45 Site discretionary	\$738
Grant Elementary	Follett Educational Services 1433 International Pkwy., Woodridge, IL 605174199	Check# 75834 Site discretionary	\$142.42
Jurupa Vista Elementary	Lifetouch National School Studios 11000 Viking Drive, Suite 500 E., Eden Prairie, MN 55344	Check #2093517 Site discretionary	\$654
Lincoln Elementary	Chase – Wamoola for Schools Program P.O. Box 7474 Eden Valley, MN 55329-7474	Site discretionary	\$79.46
McKinley Elementary	Kiaco Inc. (McDonalds)-McTeachers' Night 2009 Porterfield Way Ste D, Upland, CA 91786	Check #5333 Site discretionary	\$538.09
McKinley Elementary	Chase – Wamoola for Schools Program P.O. Box 7474 Eden Valley, MN 55329-7474	Check #2416168064 Site discretionary	\$105.14
Reche Canyon Elementary	Lifetouch National School Studios 11000 Viking Drive, Suite 500 E, Eden Prairie, MN 55344	Check #2096753 Site discretionary	\$668
Rogers Elementary	Kiaco Inc. (McDonalds)-McTeachers' Night 2009 Porterfield Way Ste D, Upland, CA 91786	Check #5294 Site discretionary	\$755.79
Rogers Elementary	Chase – Wamoola for Schools Program P.O. Box 7474 Eden Valley, MN 55329-7474	Check #2416168065 Site discretionary	\$140.42
Terrace View Elementary	Edison International Annual Campaign Match Jacqueline Aguilar P.O. Box 3288, Princeton, NJ 08543-3288	Check #155022 - \$50.01 Check #125148 - \$50.01 Mrs. Salas 3 rd grade class (Alexis Aguilar)	\$100.02
Terrace View Elementary	Great American P.O. Box 305140, Nashville, TN 37230-5140	Check #822589 Site discretionary	\$15.60
Zimmerman Elementary	Lifetouch National School Studios 11000 Viking Drive, Suite 500 E, Eden Prairie, MN 55344	Check #2094075 Site discretionary	\$812

BOARD AGENDA

REGULAR MEETING
July 15, 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 in Accordance with Board Policy 4356.3 (EIN #2163– BHS)

GOAL: School Safety & Attendance

STRATEGIC PLAN: Strategic Parameter #7 – Fiscal Responsibility

BACKGROUND: In accordance with Board Policy #4356.3, reimbursement for vehicle damage shall be limited to payment of the deductible amount of the employee's insurance policy, not to exceed one hundred dollars (\$100), for damages resulting from malicious acts while the vehicle is parked or driven on District premises.

RECOMMENDATION: That the Board approve reimbursement for damage to employee vehicle in accordance with Policy #4356.3 (*EIN #2163 – BHS*).

CJUSD - Board Policy #4356.3
Employee Vehicle Damage Reimbursement

EMPLOYEE (EIN)	LOCATION	DATE/TIME	DETAIL/INCIDENT	RPR. EST.	INS. DED.	POLICE REPORT
EIN # 2163	Bloomington High School	April 1, 2010, 2:45 – 6:00 p.m.	After assisting in the after school track meet, employee noticed a large scratch on the passenger door.	\$439.92	\$500.00	131002094

COLTON JOINT UNIFIED SCHOOL DISTRICT

EMPLOYEE VEHICLE DAMAGE REIMBURSEMENT CLAIM

To be filed within (10) working days of occurrence

Name [REDACTED] Location Alder Gate Parking Lot
Date and hour of occurrence 4/7/10 Time 7:00AM -> 4:15pm

Detail of Incident As I was leaving work after
Coaching Troop & child I noticed a key mark
in my car. At 4:15pm extends from the
driver door through the passenger door

Case # 031002094

Witnessed by: [REDACTED]

Estimated cost of repairs \$ 0

- * Attach two estimates for repair.
- * Attach Police Report.

Name of Insurance Company

Name Wawanesa

Date filed

Deputy R. Ruiz
934.920

Amount of Deductible

\$ 500.00

Employee Signature

Supervisor Signature

Date

BY

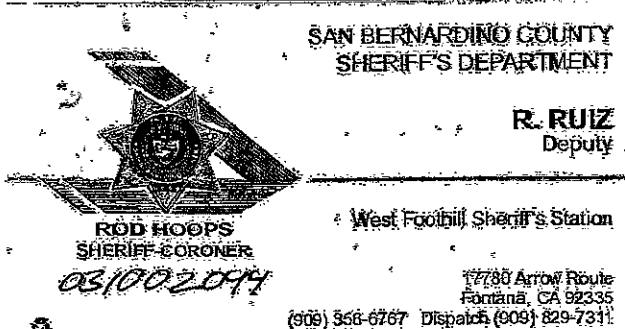
APPROVED

DENIED

APPROVED FOR PAYMENT \$

DISTRIBUTION: ORIGINAL - BUSINESS OFFICE

YELLOW - EMPLOYEE RETAINS



Date: 4/12/2010 02:58 PM
Estimate ID: [REDACTED]
Estimate Version: 0
Committed
Profile ID: WAWANESA

Wawanesa Main Office
9050 Friars Road
San Diego, CA 92108
(800) 427-9669

Wawanesa Mutual Insurance

P.O. Box 7242, Redlands, CA 92375
(619) 572-6601
Fax: (909) 794-7875
Email: ThomasSimpson@Wawanesa.com

Damage Assessed By: TOM SIMPSON

Condition Code: Good
Date of Loss: 4/7/2010
Deductible: 500.00
Policy No: [REDACTED]

Type of Loss: Comprehensive

Claim Number: [REDACTED]

Insured: [REDACTED]
Address: [REDACTED]
Telephone: Home Phone: [REDACTED]

Mitchell Service: 911559

Description: 2006 Ford Expedition XLT
Body Style: 4D UT [REDACTED]
VIN: [REDACTED]
Mileage: 37,096
OEM/ALT: O
Color: RED
Options:

Drive Train: 5.4L Inj 8 Cyl 2WD
License: [REDACTED]

Search Code: None

VEHICLE ANTI-THEFT, PASSENGER AIRBAG, DRIVER SIDE AIRBAG, POWER DRIVER SEAT
POWER LOCK, POWER WINDOW, REAR WINDOW DEFOGGER, MANUAL AIR CONDITION
CRUISE CONTROL, TILT STEERING COLUMN, PREMIUM SOUND SYSTEM, ANTI-LOCK BRAKE SYS.
RUNNING BOARDS, FOG LIGHTS, ALUM/ALLOY WHEELS, TIRE INFLATION/PRESSURE MONITOR
CD PLAYER, POWER ADJUSTABLE EXTERIOR MIRROR, PRIVACY GLASS, FRONT AIR DAM
FIRST ROW SPLIT BENCH SEAT, SECOND ROW SPLIT BENCH SEAT, KEYLESS ENTRY
REAR SEAT HVAC CONTROLS, SECOND ROW FOLDING SEAT, THIRD ROW SEAT
REAR HEATING, VENTILATION & AIR CONDITIONING, CLOTH SEAT, EXTERIOR RAILS
VARIABLE ASSISTED STEERING, TACHOMETER, AUTOMATIC HEADLIGHTS, MP3 PLAYER

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units	CEG Unit
1	103914	BDY	REPAIR	L Frt Adhesive Bonded Door Repair Panel	Existing		0.5*	5.5
2	AUTO	REF	REFINISH	L Frt Door Outside			C 2.8	2.8
3	100608	BDY	REMOVE/INSTALL	L Frt Rear View Mirror			0.3 #	0.8
4	103133	BDY	REMOVE/INSTALL	L Frt Door Adhesive Moulding	Existing		0.4 r	0.4
5	100550	BDY	REMOVE/INSTALL	L Frt Door Trim Panel			INC	0.5
6	100491	BDY	REMOVE/INSTALL	L Frt Otr Door Handle			0.8 #	0.8
7	103919	BDY	REPAIR	L Rear Adhesive Bonded Door Repair Panel	Existing		1.0*	7.0
8	AUTO	REF	REFINISH	L Rear Door Outside			C 2.0	2.4
9	101471	BDY	REMOVE/INSTALL	L Rear Belt Moulding			0.3	0.3
10	103800	BDY	REMOVE/INSTALL	L Rear Door Adhesive Moulding	Existing		0.4 r	0.4
11	101453	BDY	REMOVE/INSTALL	L Rear Door Trim Panel			INC	0.5
12	101423	BDY	REMOVE/INSTALL	L Rear Otr Door Handle			1.0 #	1.0
13	101245	REF	BLEND	L Quarter Panel Outside			C 1.1	2.8
14	102270	BDY	REMOVE/INSTALL	L Quarter Moulding	Existing		0.2 r	0.2
15	101151	GLS	REMOVE/INSTALL	L Quarter Glass			1.9 #	1.9

ESTIMATE RECALL NUMBER: 04/12/2010 14:58:47 736702

Mitchell Data Version: OEM: MAR_10_V

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Page 1 of 4

Date: 4/12/2010 02:58 PM
 Estimate ID:
 Estimate Version: 0
 Committed
 Profile ID: WAWANESA

16	101515	BDY	REMOVE/INSTALL	L Rear Combination Lamp			0.3	0.3
17	101341	BDY	REMOVE/INSTALL	Rear Bumper Assy			1.0	1.0
18	936012		ADD'L COST	HAZARDOUS WASTE DISPOSAL		3.00 *		
19	AUTO	REF	ADD'L OPR	Clear Coat			1.8	
20	933003	BDY *	ADD'L OPR	TINT COLOR			0.5*	
21	900500	BDY *	REMOVE/REPLACE	GLASS ADHESIVE	New	18.00 *	0.0*	T
22	900500	BDY *	REMOVE/REPLACE	MASK FOR OVERSPRAY	** QUAL REPL PART	10.00 *	0.5*	T
23	AUTO		ADD'L COST	Paint/Materials		215.60 *		T

* - Judgment Item
 # - Labor Note Applies
 C - Included in Clear Coat Calc
 r - CEG R&R Time Used For This Labor Operation

Remarks
 OK TO PAY
 VANDALIZED LT SIDE

NO SUPPLEMENTS WILL BE HONORED UNLESS PREVIOUSLY AUTHORIZED BY THE
 WAWANESA INSURANCE COMPANY APPRAISER. ALL INVOICES REQUIRED FOR
 SUPPLEMENTS.

TOM SIMPSON
 (619)572-6601 CELL
 (909)794-7875 FAX
 ThomasSimpson@Wawanesa.com E-MAIL

Estimate Totals

I. Labor Subtotals						II. Part Replacement Summary		
	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals			Amount
Body	7.2	40.00	0.00	0.00	288.00	Taxable Parts		28.00
Refinish	7.7	40.00	0.00	0.00	308.00	Sales Tax	@ 8.750%	2.45
Glass	1.9	40.00	0.00	0.00	76.00			
Non-Taxable Labor					672.00	Total Replacement Parts Amount		30.45
Labor Summary	16.8				672.00			
III. Additional Costs						IV. Adjustments		
					Amount			Amount
Taxable Costs					215.60	Insurance Deductible		500.00-
Sales Tax		@ 8.750%			18.87	Customer Responsibility		500.00-
Non-Taxable Costs					3.00			
Total Additional Costs					237.47			
Paint Material Method: Rates								
Init Rate = 28.00 , Init Max Hours = 99.9, Addl Rate = 0.00								

ESTIMATE RECALL NUMBER: 04/12/2010 14:58:47 736702
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Date: 4/12/2010 02:58 PM
Estimate ID: [REDACTED]
Estimate Version: 0
Committed
Profile ID: WAWANESA

I.	Total Labor:	672.00
II.	Total Replacement Parts:	30.45
III.	Total Additional Costs:	237.47
	Gross Total:	939.92
		<hr/>
IV.	Total Adjustments:	500.00
	Net Total:	439.92

Point(s) of Impact

16 Non-Collision (P)

Inspection Site: INSUREDS WORK
Address: 10750 LAUREL AVE.
BLOOMINGTON, CA 92316
(909) 586-1114
Inspection Date: 4/12/2010

This is an estimate only not an authorization for repairs. Due to the many variables involved in the repair of a vehicle, Wawanesa Insurance Company can neither predict nor guarantee the length of time required to complete these repairs. Failure to present this estimate to the repairing facility before the repairs begin may result in additional expenses to you.

In order to comply with California Department of Insurance regulations, this office must advise you of the following information that pertains to the repairs to your vehicle for the damages occurring from this loss:

We are prohibited by law from requiring that the repairs be done at a specific repair shop. You are entitled to select the auto body repair shop to repair damage covered by us. We have recommended a repair shop that will repair your damaged vehicle. If you have agreed to use our recommended repair shop, we will cause the damaged vehicle to be restored to its condition prior to the loss at no additional cost to you other than as stated in the insurance policy or otherwise allowed by law. If you experience a problem with the repair of your vehicle, please contact us immediately for assistance 1-800-427-9669

Auto Body Repair Consumer Bill of Rights

A CONSUMER IS ENTITLED TO:

1. SELECT THE AUTO BODY REPAIR SHOP TO REPAIR AUTO BODY DAMAGE COVERED BY THE INSURANCE COMPANY. AN INSURANCE COMPANY MAY NOT REQUIRE THE REPAIRS TO BE DONE AT A SPECIFIC AUTO BODY SHOP.

2. AN ITEMIZED WRITTEN ESTIMATE FOR AUTO BODY REPAIRS AND, UPON COMPLETION OF REPAIRS, A DETAILED INVOICE. THE ESTIMATE AND THE INVOICE MUST INCLUDE AN ITEMIZED LIST OF PARTS AND LABOR ALONG WITH THE TOTAL PRICE FOR THE WORK PERFORMED. THE ESTIMATE AND INVOICE MUST ALSO IDENTIFY ALL PARTS AS NEW, USED, AFTERMARKET, RECONDITIONED, OR REBUILT.

3. BE INFORMED ABOUT COVERAGE FOR TOWING SERVICES. UNLESS THE

ESTIMATE RECALL NUMBER: 04/12/2010 14:58:47 736702

Mitchell Data Version: OEM: MAR_10_V

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INSURANCE COMPANY HAS PROVIDED AN INSURED WITH THE NAME OF A SPECIFIC TOWING COMPANY PRIOR TO THE INSURED'S USE OF ANOTHER TOWING COMPANY, THE INSURANCE COMPANY MUST PAY ALL REASONABLE TOWING CHARGES OF THE TOWING COMPANY USED BY THE INSURED.

4. BE INFORMED ABOUT THE EXTENT OF COVERAGE, IF ANY, FOR A REPLACEMENT RENTAL VEHICLE WHILE A DAMAGED VEHICLE IS BEING REPAIRED.
5. BE INFORMED OF WHERE TO REPORT SUSPECTED FRAUD OR OTHER COMPLAINTS AND CONCERNS ABOUT AUTO BODY REPAIRS.
6. SEEK AND OBTAIN AN INDEPENDENT REPAIR ESTIMATE DIRECTLY FROM A REGISTERED AUTO BODY REPAIR SHOP FOR REPAIR OF A DAMAGED VEHICLE, EVEN WHEN PURSUING AN INSURANCE CLAIM FOR REPAIR OF THAT VEHICLE.

COMPLAINTS WITHIN THE JURISDICTION OF THE BUREAU OF AUTOMOTIVE REPAIRS

Complaints concerning the repair of a vehicle by an auto body repair shop should be directed to:

Toll Free (800) 952-5210
California Department of Consumer Affairs
Bureau of Automotive Repair
10240 Systems Parkway
Sacramento, Ca 95827

The Bureau of Automotive Repair can also accept complaints over its web site at: www.autorepair.ca.gov

15-10503-401 Revised 6/82 (CR1) SHERIFF'S DEPARTMENT COUNTY OF SAN BERNARDINO, CA UNIFORM CRIME REPORT 03600				1. CODE SECTION <input checked="" type="checkbox"/> F PC 594(b)(1) <input type="checkbox"/> M <input type="checkbox"/> OTHER		2. CRIME DEFINITION Vandalism over \$400		3. CASE NUMBER 031062094 CRIME CODE				
4. ASSIGNED MONTH-DAY-YEAR-TIME 040810 1038 Hours				5. ARRIVED MONTH-DAY-YEAR-TIME 040810 1045 Hours		6. BEAT 4		7. REPORTING DISTRICT WF 501				
8. OCCURRED DAY OF WEEK-MONTH-DAY-YEAR-TIME Wednesday 040810 0700-1615 Hours				9. REPORTED MONTH-DAY-YEAR-TIME 040810 1025 Hours		10. LOCATION OF OCCURRENCE Alder Ave., near Santa Ana Ave. Bloomington						
CODES FOR BOXES 12 & 22 ARE: V = VICTIM W = WITNESS RP = REPORTING PARTY DC = DISCOVERED CRIME IP = INVOLVED PARTY O = OTHER												
V I C T I M S	11. NAME: LAST, FIRST MIDDLE (FIRM IF A BUSINESS)			12. CODE V		13. RESIDENCE ADDRESS-STREET-CITY-ZIP			14. RESIDENCE PHONE			
	15. OCCUPATION			16. RACE/SEX		17. AGE		18. DOB		19. BUSINESS ADDRESS-STREET-CITY-ZIP		
	21. NAME: LAST, FIRST, MIDDLE (FIRM IF A BUSINESS)			22. CODE		23. RESIDENCE ADDRESS-STREET-CITY-ZIP			24. RESIDENCE PHONE			
	25. OCCUPATION			26. RACE/SEX		27. AGE		28. DOB		29. BUSINESS ADDRESS-STREET-CITY-ZIP		
S U S P E C T S	31. SUSPECT #1 NAME: LAST, FIRST, MIDDLE Unknown			32. RACE/SEX		33. AGE		34. HT.		35. WT.		
	36. HAIR			37. EYES		38. DOB		39. ARRESTED <input type="checkbox"/> YES <input type="checkbox"/> NO		40. INTERVIEWED <input type="checkbox"/> YES <input type="checkbox"/> NO		
	41. RESIDENCE ADDRESS-STREET-CITY-ZIP			42. CLOTHING AND OTHER IDENTIFYING MARKS/CHARACTERISTICS								
	43. SUSPECT #2 NAME: LAST, FIRST, MIDDLE			44. RACE/SEX		45. AGE		46. HT.		47. WT.		
I N V	48. HAIR			49. EYES		50. DOB		51. ARRESTED <input type="checkbox"/> YES <input type="checkbox"/> NO		52. INTERVIEWED <input type="checkbox"/> YES <input type="checkbox"/> NO		
	53. RESIDENCE ADDRESS-STREET-CITY-ZIP			54. CLOTHING AND OTHER IDENTIFYING MARKS/CHARACTERISTICS								
	55. ADDITIONAL NAMES IN CONTINUATION? <input type="checkbox"/> YES <input type="checkbox"/> NO										56. ADDITIONAL INFORMATION FROM: <input checked="" type="checkbox"/> VICTIM <input type="checkbox"/> WITNESS <input type="checkbox"/> OFFICER <input type="checkbox"/> OTHER	
	57. PHYSICAL EVIDENCE RECOVERED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO										58. PHOTOGRAPHS TAKEN? <input type="checkbox"/> YES <input type="checkbox"/> NO	
C R I M E	59. LATENT PRINTS LIFTED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		60. VEHICLE <input checked="" type="checkbox"/> VICTIM <input type="checkbox"/> SUSPECT		61. COLOR Red		62. YEAR 2006		63. MAKE Ford		64. MODEL Expedition	
	65. BODY SUV		66. LICENSE NUMBER		67. STATE CA		68. DAMAGE/DAMAGE/ACCESSORIES N/A		69. LOCATION: <input type="checkbox"/> HIGHWAY <input type="checkbox"/> CONVENIENCE STORE <input type="checkbox"/> OTHER BUSINESS <input type="checkbox"/> RESIDENCE <input type="checkbox"/> SERVICE STATION <input type="checkbox"/> BANK <input type="checkbox"/> MISC.			
	70. ROBBERY WEAPON: <input type="checkbox"/> FIREARM <input type="checkbox"/> CUTTING INSTRUMENT <input type="checkbox"/> OTHER DANGEROUS <input type="checkbox"/> STRONG ARM		71. ASSAULTS WEAPON: <input type="checkbox"/> FIREARM <input type="checkbox"/> KNIFE / CUTTING INSTRUMENT <input type="checkbox"/> OTHER DANGEROUS WEAPON		72. BURGLARY <input type="checkbox"/> NIGHT <input type="checkbox"/> DAY		73. LARCENY <input type="checkbox"/> PICKPOCKET <input type="checkbox"/> SHOPLIFT <input type="checkbox"/> FROM MOTOR VEHICLE <input type="checkbox"/> MOTOR VEHICLE PARTS <input type="checkbox"/> BICYCLES		74. PROPERTY CURRENCY, NOTES \$ JEWELRY \$ CLOTHING, FURS \$ OFFICE EQUIPMENT \$		75. STOLEN TV, STEREO, ETC. \$ FIREARMS \$ HOUSEHOLD GOODS \$	
	76. CONSUMABLE GOODS \$		77. LIVESTOCK \$		78. OTHER MISC. \$		79. TOTAL \$0.00		80. IDENTIFIABLE PROPERTY TAKEN <input type="checkbox"/> ENTERED INTO NCIC <input type="checkbox"/>			
S T A T S	81. DOMESTIC VIOLENCE: INJURIES? <input checked="" type="checkbox"/> NONE <input type="checkbox"/> MINOR <input type="checkbox"/> MAJOR		82. WEAPONS? <input type="checkbox"/> YES <input type="checkbox"/> NO		83. PEACE OFFICER ASSAULTED OR ARSON? <input type="checkbox"/> YES (IF YES, COMPLETE BOXES 1, 2, 3, 4 AND 34 OR 35 ON CR-4 FORM)		84. SYNOPSIS Sometime between the hours, of 0700 - 1615 hours, an unknown suspect scratched the driver side door to the victim's vehicle. The victim said she parked her vehicle on the staff parking lot near the football field. She added she noticed the scratch at the end of the day prior to going home. The victim said she does not know of anyone who might have been involved in the vandalism.		85. REPORTING OFFICER R. Ruiz			
	86. EMPLOYEE # B6003		87. DATE 040810		88. REVIEWED BY mm		89. DATE 4/13/10		90. ROUTING INFORMATION <input type="checkbox"/> SUBMIT TO DAA <input type="checkbox"/> IMMEDIATE FOLLOW UP <input checked="" type="checkbox"/> OTHER: FILE FOR LEADS			
	91. IS REPORTING OFFICER PC 115 QUALIFIED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		92. GANG RELATED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO									

ENTERED

SHERIFF'S DEPARTMENT <div style="display: flex; justify-content: space-between;"> CONFIDENTIAL County of San Bernardino California CA 03600 CONFIDENTIAL </div>		CASE NUMBER <div style="background-color: black; height: 15px; width: 100%;"></div>
		REPORTING AREA <div style="background-color: black; height: 15px; width: 100%;"></div>
CODE SECTION PC 594(b)(1)	CRIME Vandalism over \$400	CLASSIFICATION Felony
VICTIM OR INVOLVED PARTY'S NAME - LAST NAME, FIRST NAME, MIDDLE NAME OR FIRM NAME IF BUSINESS <div style="background-color: black; height: 15px; width: 100%;"></div>		
ADDRESS <div style="background-color: black; height: 15px; width: 100%;"></div>		PHONE NUMBER <div style="background-color: black; height: 15px; width: 100%;"></div>

Additional Names in Continuation:

Codes Are:	V-Victim	W-Witness	S-Suspect	RP-Reporting Party	DC-Discovered Crime	IP-Involved Party	O-Other
------------	----------	-----------	-----------	--------------------	---------------------	-------------------	---------

<u>Name: Last, First Middle</u>	<u>Code:</u>	<u>Residence Address:</u>	<u>Residence Phone:</u>
<div style="background-color: black; height: 15px; width: 100%;"></div>	V	<div style="background-color: black; height: 15px; width: 100%;"></div>	<div style="background-color: black; height: 15px; width: 100%;"></div>
<u>Occupation/Description:</u>	<u>Race/Sex:</u>	<u>Age:</u>	<u>DOB:</u>
<div style="background-color: black; height: 15px; width: 100%;"></div>	<div style="background-color: black; height: 15px; width: 100%;"></div>	<div style="background-color: black; height: 15px; width: 100%;"></div>	<div style="background-color: black; height: 15px; width: 100%;"></div>
<u>Business Address:</u>			
Bloomington High School			

<u>Name: Last, First Middle</u>	<u>Code:</u>	<u>Residence Address:</u>	<u>Residence Phone:</u>
<div style="background-color: black; height: 15px; width: 100%;"></div>			
<u>Occupation/Description:</u>	<u>Race/Sex:</u>	<u>Age:</u>	<u>DOB:</u>
<div style="background-color: black; height: 15px; width: 100%;"></div>	<div style="background-color: black; height: 15px; width: 100%;"></div>	<div style="background-color: black; height: 15px; width: 100%;"></div>	<div style="background-color: black; height: 15px; width: 100%;"></div>
<u>Business Address:</u>			

<u>Name: Last, First Middle</u>	<u>Code:</u>	<u>Residence Address:</u>	<u>Residence Phone:</u>
<div style="background-color: black; height: 15px; width: 100%;"></div>			
<u>Occupation/Description:</u>	<u>Race/Sex:</u>	<u>Age:</u>	<u>DOB:</u>
<div style="background-color: black; height: 15px; width: 100%;"></div>	<div style="background-color: black; height: 15px; width: 100%;"></div>	<div style="background-color: black; height: 15px; width: 100%;"></div>	<div style="background-color: black; height: 15px; width: 100%;"></div>
<u>Business Address:</u>			

<u>Name: Last, First Middle</u>	<u>Code:</u>	<u>Residence Address:</u>	<u>Residence Phone:</u>
<div style="background-color: black; height: 15px; width: 100%;"></div>			
<u>Occupation/Description:</u>	<u>Race/Sex:</u>	<u>Age:</u>	<u>DOB:</u>
<div style="background-color: black; height: 15px; width: 100%;"></div>	<div style="background-color: black; height: 15px; width: 100%;"></div>	<div style="background-color: black; height: 15px; width: 100%;"></div>	<div style="background-color: black; height: 15px; width: 100%;"></div>
<u>Business Address:</u>			

<u>Name: Last, First Middle</u>	<u>Code:</u>	<u>Residence Address:</u>	<u>Residence Phone:</u>
<div style="background-color: black; height: 15px; width: 100%;"></div>			
<u>Occupation/Description:</u>	<u>Race/Sex:</u>	<u>Age:</u>	<u>DOB:</u>
<div style="background-color: black; height: 15px; width: 100%;"></div>	<div style="background-color: black; height: 15px; width: 100%;"></div>	<div style="background-color: black; height: 15px; width: 100%;"></div>	<div style="background-color: black; height: 15px; width: 100%;"></div>
<u>Business Address:</u>			

REPORTING OFFICER R, Ruiz	EMPLOYEE # B6003	DATE 040910	REVIEWED BY	TYPED BY R, Ruiz	ROUTED BY	DATE
FURTHER ACTION: <input type="checkbox"/> YES <input type="checkbox"/> NO			COPIES TO: <input type="checkbox"/> Detectives <input type="checkbox"/> District Attorney <input type="checkbox"/> SD/PA <input type="checkbox"/> CII <input type="checkbox"/> Patrol		REMARKS: 	

15-15184-001 Revised 1/93 (UC2)

BOARD AGENDA

**REGULAR MEETING
July 15, 2010**

CONSENT ITEM

TO: Board of Education

PRESENTED BY: Jaime Ayala, Assistant Superintendent of Business Services Division

SUBJECT: Approval of Cherrydale Fundraiser at Bloomington, Colton, Ruth O. Harris and Terrace Hills Middle Schools

GOALS: Budget Planning, Community Relations & Parent Involvement

STRATEGIC PLAN: Strategy #6 – Character

BACKGROUND: Students will sell items from the Cherrydale catalog for a two-week period in September and October 2010. The fundraiser has received appropriate approval through the Associated Student Body (ASB). Funds raised will be used for student assemblies, activities, recognition and awards.

**BUDGET
IMPLICATIONS:** No cost to the District

RECOMMENDATION: That the Board approve the Cherrydale Fundraiser at Bloomington, Colton, Ruth O. Harris and Terrace Hills Middle Schools

BOARD AGENDA

REGULAR MEETING
July 15, 2010

CONSENT ITEM

TO: Board of Education

PRESENTED BY: Jamie Ayala, Assistant Superintendent, Business Services Division

SUBJECT: Approval for Alliance of Schools for Cooperative Insurance Programs (ASCIP) Property/Liability JPA Insurance Renewal (2010-11)

GOAL: Budget Planning

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

BACKGROUND: The District is a member of the Joint Powers Authority (JPA) Alliance of Schools for Cooperative Insurance Programs (ASCIP) for our property and liability (P & L) coverage, including claims administration services.

As part of our 2010/11 renewal, ASCIP has included a \$22,000 renewal credit and a \$38,000 grant set aside for a net cost to the District of \$699,354 for coverage with: \$25,000 liability/\$5,000 property deductibles, auto liability (\$1,500 auto physical damage deductible), crime (employee dishonesty), \$50 million of builder's risk coverage, claims administration fees, WeTIP membership and SELF excess liability premium. ASCIP has also offered to allow a two payment option that will help with cash flow and a two year rate guarantee which could save approximately \$40,000 in 2011/12 based on a projected 5% rate trend in P & L insurance. In addition, ASCIP offers superior loss control services. The District continues to be rated with a low experience modification factor for general liability and auto liability in each category through good loss control and prevention efforts.

BUDGET IMPLICATIONS: ASCIP premium estimate is \$759,354 less a \$22,000 renewal credit and a \$38,000 grant set aside for a net cost of \$699,354 to be paid from the General Fund

RECOMMENDATION: That the Board approve the Alliance of Schools for Cooperative Insurance Programs (ASCIP) Property/Liability JPA Insurance Renewal for 2010-11.

ACTION: On motion of Board Member_____ and seconded by Board Member_____, the Board approved Alliance of Schools for Cooperative Insurance Programs (ASCIP) Property/Liability JPA Insurance Renewal for 2010-11.

BOARD AGENDA

REGULAR MEETING
July 15, 2010

CONSENT ITEM

TO: Board of Education

PRESENTED BY: Jamie Ayala, Assistant Superintendent, Business Services Division

SUBJECT: Approval for Republic Indemnity Company of America Excess Worker's Compensation and Employer's Liability Policy Renewal (2010-11)

GOAL: Budget Planning

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

BACKGROUND: The District provides worker's compensation through a self insured program and maintains a \$10 million excess worker's compensation and liability policy above our self insured retention (SIR) or deductible of \$1,000,000. The policy also includes an annual \$200,000 cash flow protection option to limit losses with large claims and Republic Indemnity is the only company that currently offers this level of important coverage to school districts in California.

BUDGET IMPLICATIONS: Republic Indemnity Company of America premium estimate is \$69,247 to be paid from the worker's compensation Fund 67.

RECOMMENDATION: That the Board approve the Republic Indemnity Company of America Excess Worker's Compensation and Employer's Liability Policy Renewal 2010-11.

ACTION: On motion of Board Member_____ and seconded by Board Member_____, the Board approved Republic Indemnity Company of America Excess Worker's Compensation and Employer's Liability Policy Renewal 2010-11

BOARD AGENDA

REGULAR MEETING
July 15, 2010

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Authorization to “Piggyback” on the Pomona Valley School Co-op Purchasing Group Bid #3(10-11)FS for the Purchase of Canned Goods and Condiments (2010-11)

GOAL: Support Services/Budget Planning

STRATEGIC PLAN: Strategy #3 – Decision Making

BACKGROUND: Colton Joint Unified School District is a member of the Pomona Valley School Co-op Purchasing Group which is comprised of 13 school districts throughout the Inland Empire. This group prepares three bids each year (canned foods; paper and food service supplies; and snack foods and beverages) with one of the districts serving as the lead agency for each bid. The remaining districts within the co-op then piggyback onto that bid.

Val Verde Unified School District, the lead agency for the canned goods and condiments bid, awarded a competitive bid to the lowest responsive and responsible bidders, on an item-by-item basis, to the following respondents: A&R Wholesale, Campus Foods, Newport Farms, Sysco-Los Angeles, and US Foodservice-Fullerton. The prices and terms of the this bid are favorable and it would be in the District’s best interest to “piggyback” on this bid in accordance with Public Contract Code 20118.

BUDGET IMPLICATIONS: The District’s estimated annual cost of \$300,000 for the purchase of canned goods and condiments to be paid from the Nutrition Services fund.

RECOMMENDATION: That the Board Authorize the District to “piggyback” on the Pomona Valley School Co-op Purchasing Group Bid #3(10-11) FS for the purchase of canned goods and condiments (2010-11).

AGENDA ITEM

Agenda Category: Board Action Item

Date: June 8, 2010

Agenda Item Title: Ratification of Award of Bid for Canned Goods & Condiments for Food Services



ACTION



INFORMATION



DISCUSSION

Background:

Val Verde Unified School District Food Services Department is the lead agency for the Pomona Valley Co Op Purchasing Group for the purchase of Canned Goods and Condiments for the 2010/11 school year.

The bid was issued to obtain competitive pricing for the purchase of Canned Goods and Condiments on behalf of the Pomona Valley Co Op Purchasing Group.

The bid was awarded to A&R Wholesale, Campus Foods, Newport Farms, Sysco-Los Angeles and US Foodservice-Fullerton.

The Award of Bid Summary Report is attached.

Fiscal Implication:

The cost estimate for Canned Goods and Condiments Bid Number #3 (10-11) FS is \$2,129,120.54 through June 30, 2011 to be paid out of each individual School District's Food Service budget funds.

Recommendation: The Superintendent recommends that the Board of Education ratify the award of bid to A&R Wholesale, Campus Foods, Newport Farms, Sysco-Los Angeles and US Foodservice-Fullerton as the lowest responsible and responsive bidders.

Resource Person:

Michael F. Boyd
Deputy Superintendent, Business Services
Robert A. Quanstrom
Director, Food Services

Val Verde Unified School District
975 West Morgan Street
Perris, CA 92571

Item Number:

Val Verde Unified School District Minutes

Created: June 15, 2010 at 03:07 PM

Regular Meeting of the Val Verde Unified School District Board of Education

June 08, 2010

Tuesday, 06:00 PM

Val Verde High School
972 West Morgan Street
Perris, CA 92571

Attendees

Fredy De Leon	Board Member
Stacey Guzman	Board Member
Marla Kirkland	Board Member
Wraymond Sawyerr	Board Member
Shelly Yarbrough	Board Member

Meeting Minutes

District Administration Present

Alan Jensen, Ed.D., Superintendent

Michael Boyd, Deputy Superintendent, Business Services

Michael McCormick, Assistant Superintendent, Education Services

John Simonson, Assistant Superintendent, Student Services

Patricia Ralphs, Administrator, Human Resources

Other visitors were present, but not listed.

A. GENERAL FUNCTIONS

1. Call to Order

Minutes

The meeting was called to order at 4:30 p.m.

2. Roll Call

Minutes

All members were present. Member De Leon arrived a few minutes late.

3. DECONVENE INTO CLOSED SESSION (4:30 p.m.) (V)

Minutes

The Board deconvended into Closed Session at 4:30 p.m.

Shelly Yarbrough Yes

5. Approval of Updates/Revisions for Board Policy 6158 Instruction (1)
Minutes

The Board approved updates/revisions to Board Policy 6158 - Instruction.

Motion made by: Marla Kirkland
Seconded by: Stacey Guzman

Votes

Fredy De Leon	Yes
Stacey Guzman	Yes
Marla Kirkland	Yes
Wraymond Sawyerr	Yes
Shelly Yarbrough	Yes

6. Ratification of Award for this Bid was Issued to Obtain Competitive Pricing for the Purchase of Canned Goods and Condiments for Food Services to the Lowest Responsible and Responsive Bidder (1)

Minutes

The Board ratified the Bid Award as presented.

Motion made by: Shelly Yarbrough
Seconded by: Stacey Guzman

Votes

Fredy De Leon	Yes
Stacey Guzman	Yes
Marla Kirkland	Yes
Wraymond Sawyerr	Yes
Shelly Yarbrough	Yes

7. Adoption of Resolution #09-10-37, Consolidation of Governing Board Member Biennial Election and Order of Election for November 2, 2010 (1)

Minutes

The Board adopted Resolution #09-10-37.

Motion made by: Shelly Yarbrough
Seconded by: Marla Kirkland

Votes

Fredy De Leon	Yes
Stacey Guzman	Yes
Marla Kirkland	Yes
Wraymond Sawyerr	Yes
Shelly Yarbrough	Yes

8. Adoption of Resolution #09-10-39 Approval of the Subordination of Tax Increments for the I-215 Project Area (1)

BOARD AGENDA

REGULAR MEETING
July 15, 2010

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Authorization to “Piggyback” on the Pomona Valley School Co-Op Purchasing Group Bid #FS-090-09 for the Purchase of Food Service Paper Supplies (2010-11)

GOAL: Support Services/Budget Planning

STRATEGIC PLAN: Strategy #3 – Decision Making

BACKGROUND: Colton Joint Unified School District is a member of the Pomona Valley School Co-op Purchasing Group which is comprised of 13 school districts throughout the Inland Empire. This group prepares three bids each year (canned foods; paper and food service supplies; and snack foods and beverages) with one of the districts serving as the lead agency for each bid. The remaining districts within the co-op then piggyback onto that bid.

Ontario-Montclair School District, the lead agency for the food service paper supply bid, awarded a competitive bid to the lowest responsive and responsible bidders, on an item-by-item basis, to the following respondents: American Paper & Plastics, Carroll Manufacturing, Gold Star Foods, Multi-Pak, P&R Paper Supply Company, Team Distribution, and Sysco Food Services of LA, Inc. The prices and terms of this bid are favorable and it would be in the District’s best interest to “piggyback” on this bid in accordance with Public Contract Code 20118.

BUDGET IMPLICATIONS: The District’s estimated annual cost of \$300,000 for the purchase of food service paper supplies to be paid from the Nutrition Services’ fund.

RECOMMENDATION: That the Board authorize the District to “piggyback” on the Pomona Valley School Co-Op Purchasing Group Bid #FS-090-09 for the purchase of food service paper supplies (2010-11)

ONTARIO-MONTCLAIR SCHOOL DISTRICT
Ontario, California

June 3, 2010

TO: J. Steve Garcia, President, and Board of Trustees

FROM: James P. Kidwell, Deputy Superintendent

SUBJECT: Award of Bids for Food Service Paper Supplies – Bid FS-090-09: Approval

BACKGROUND INFORMATION

Ontario-Montclair School District is a member of the Pomona Valley School Cooperative Purchasing Group (Co-op). The purchasing group solicits competitive bids for items commonly used by all members. Membership in this purchasing group increases purchasing power and results in lower pricing for all members. Ontario-Montclair School District has solicited bids for Food Service Paper Supplies on behalf of the Co-op.

CURRENT CONSIDERATIONS

The bidding schedule is as follows:

Advertisements:	March 11, and March 18, 2010
Bid Opening:	April 9, 2010, 11:00 a.m.
Board Action:	June 3, 2010

The bids were opened after the April 9, 2010, 11:00 a.m. deadline. The bid was awarded by line items. Some items were bid as a lot to accommodate the purchasing practices of the participating district. The most responsive bidders, recommended for award is presented as Exhibit A.

Prepared by: Casey Cridelich, Assistant Superintendent, Business Services _____

FINANCIAL IMPLICATIONS

The Ontario-Montclair School District spends \$275,000 annually on Paper Supplies for use in the Food and Nutrition Services Department. (Fund 13). [Restricted]

Reviewed by: Casey Cridelich, Assistant Superintendent, Business Services _____

SUPERINTENDENT'S RECOMMENDATION

The Deputy Superintendent recommends that the Board approve award of bids for Food Service Paper Supplies – Bid FS-090-09 and authorize Casey Cridelich, Assistant Superintendent, Business Services, to sign all necessary documents.

Approved by: Virgil D. Barnes, Superintendent _____

Award of Bids for FS-090-09

Exhibit A

Project Name	Background Information	Lowest Responsive Bidder	Line Items Awarded based on most responsive bidder that met criteria
Pomona Valley School Cooperative Purchasing Group Paper Bid	Bid packages were issued to potential bidders and ten bids were received	P&R Paper	1,3,9,10,11,12,13,14,15,16,19,20,21,22-26,27,30,31,32,33,34,35,36,37-38,39,40,41,46,47-50,52,53-81,82,83,84,85,87,88,90,92,95,96,97,98,103,104,108,111,113-122,123,125,126,129,130,131,135,136-139,140,141,142-149,150,152,153,154,157-159,161,164,165,166,183-184,187,189-193,194,195-196,201,203,205,206,208,211,213,214,215,216,217-220,221-222,223,224,225,226,227,228,235,236,237,241,244,246,247,250,255,258,261,262,265,267,268,270,271,273,275,276,277,280,281,282-283,284-285,286,288,289,290,292,293,296,297,298
Pomona Valley School Cooperative Purchasing Group Paper Bid	Bid packages were issued to potential bidders and ten bids were received	Sysco	94,99,100,101,102,105,106,133,185,204,209,212,242,243,245,249,251,252,253,256,278,
Pomona Valley School Cooperative Purchasing Group Paper Bid	Bid packages were issued to potential bidders and ten bids were received	Team Distribution	109,127,167-171,186,188,197,198,199,210,257,259,260,263,264,266,269,279
Pomona Valley School Cooperative Purchasing Group Paper Bid	Bid packages were issued to potential bidders and ten bids were received	Multi-Pak	18,272
Pomona Valley School Cooperative Purchasing Group Paper Bid	Bid packages were issued to potential bidders and ten bids were received	Goldstar Foods	175-182

**Award of Bids for FS-090-09
Exhibit A**

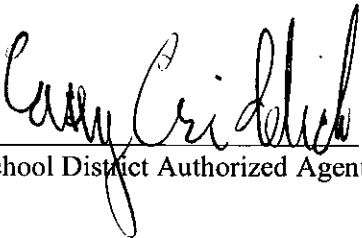
	received		
Pomona Valley School Cooperative Purchasing Group Paper Bid	Bid packages were issued to potential bidders and ten bids were received	American Paper and Plastic	2,28,29,42-45,91,93,107,124,132,134,151,156,160,162,163,172-174,202,207,229,230,231,232,234,238,239,240,291,295,
Pomona Valley School Cooperative Purchasing Group Paper Bid	Bid packages were issued to potential bidders and ten bids were received	Carroll Mfg.	4,5,6,7,8
Pomona Valley School Cooperative Purchasing Group Paper Bid	Bid packages were issued to potential bidders and ten bids were received	No Award	17,51,86,89,110,112,128,155,200,233,248,254,274,287,294

ONTARIO-MONTCLAIR SCHOOL DISTRICT
Ontario, California

CERTIFICATION OF BOARD MINUTES

This is to certify that on June 3, 2010 the Governing Board of the Ontario-Montclair School District adopted a formal measure, the content of which is recorded in the official board minutes of the above named school district. Details of the action taken are noted below:

The Board of Trustees approved Agreement FS-011-04 with Galassos Bakery for bread products, at an estimated cost of \$150,000.00, with the funding source being Cafeteria Fund (Fund 13), and authorized Casey Cridelich, Assistant Superintendent, Business Services to sign all necessary documents.



School District Authorized Agent

Assistant Superintendent
Business Services

6/3/10
Date

BOARD AGENDA

REGULAR MEETING
July 15, 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. Anguiano, Keri	Elementary Teacher (temp) – Birney
2. Coronado, Anthony	Business Teacher (temp) – CHS
3. Emmerson, Katherine	Elementary Teacher (temp) – Zimmerman
4. Flores, Kirstin	Elementary Teacher (temp) – Cooley Ranch
5. Fuentes, Rachel	School Psychologist – PPS
6. Garcia, Elizabeth	School Psychologist – PPS
7. Harworth, Sandra	Elementary Teacher (temp) – Zimmerman
8. Hepler, Amy	Elementary Teacher (temp) – Wilson
9. Johnston, Amber	Elementary Teacher (temp) – Zimmerman
10. Jones, Alisha	Elementary Teacher (temp) – Wilson
11. Kappmeyer, Julie	Elementary Teacher (temp) – Lincoln
12. Kennebrew, Cynthia	School Nurse – PPS
13. Love, Heather	Elementary Teacher (temp) – Birney
14. Martinez, Eduardo	Elementary Teacher (temp) – Crestmore
15. Mezzanatto, Yvette	Elementary Teacher (temp) – Crestmore
16. Minjares, Alycia	Elementary Teacher (temp) – Cooley Ranch
17. Negrete, Teresa	Elementary Teacher (temp) – Sycamore Hills
18. Preston, Holly	Elementary Teacher (temp) – Birney
19. Ramirez, Xochitl	Elementary Teacher (temp) – Sycamore Hills
20. Sanchez, M. Guadalupe	Elementary Teacher (temp) – Crestmore
21. Saucedo, Miguel	Math Teacher – CMS
22. Spencer, Debra	Home Econ Teacher – CHS
23. Swanson, Janice	Elementary Teacher (temp) – Crestmore
24. Walker, Timothy	Elementary Teacher (temp) – Wilson

I-B Certificated – Activity/Coaching Assignments

1. Barton, Steven C.	Football-Asst. JV – CHS
2. Bautista, Leilani	Pep Squad Director – BHS
3. Bock, Robert	Cross Country-HD Varsity – CHS
4. Conner, Thomas	Football-HD Varsity – BHS
5. Fino, Marcos	Football-HD Varsity – BHS
6. Lake, Alan	Volley-HD JV – BHS
7. Martin, Craig	Football-HD Frosh/Soph – CHS
8. Monterroso, Nocolas	Cross Country-HD Varsity – CHS
9. Pope, Brian	Golf-HD Varsity – CHS
10. Rojas, David	Football-Asst. Frosh/Soph – BHS
11. Stuckey, Jeffrey	Football-Asst. Varsity – BHS
12. Urban, Richard T.	Tennis-HD Varsity – CHS
13. Wierenga, Jean	Cross Country-HD Varsity – BHS

I-C Certificated – Hourly – None

I-D Certificated – Substitute Teacher – None

II-A Classified – Regular Staff

1. Espinoza, Velia	Nutrition Svcs. Wrkr. I – CHS
2. Gossett, Nanette	Spec. Ed. Inst. Asst. – Wilson
3. Hernandez, Mayra	Nutrition Svcs. Wrkr. I – BHS
4. Sidders, Shana Renee	Health Assistant – Crestmore
5. Thomas, Julia	Nutrition Svcs. Wrkr. I – BHS
6. Villarreal, Kristin	Nutrition Svcs. Wrkr. I – CMS

II-B Classified – Activity/Coaching Assignments

- | | |
|-----------------------|-----------------------------|
| 1. Blinkinsop, Jennie | Volleyball-HD Varsity - BHS |
| 2. Castro, Angel | Football-HD JV – BHS |
| 3. Morales, Terence | Volleyball Asst. – BHS |

II-C Classified – Hourly

- | | |
|--------------------------|-----------------------|
| 1. Arroyo, Elysa | AVID Tutor - CMS |
| 2. Avila, Monique | AVID Tutor – THMS |
| 3. Bain, Schanell | AVID Tutor – CHS |
| 4. Bancroft, Alayne | AVID Tutor – CMS |
| 5. Calderon, Michael | AVID Tutor – CHS |
| 6. Campbell, Byron | AVID Tutor – BHS |
| 7. Campos, Trini | AVID Tutor – ROHMS |
| 8. Carbajal, Samantha | AVID Tutor – CHS |
| 9. Chacon, Kimberly | AVID Tutor – CMS |
| 10. Conboy, Olivia | AVID Tutor – CHS |
| 11. Diaz, Elizabeth | AVID Tutor – CMS |
| 12. Emperado, Matt | AVID Tutor – BHS |
| 13. Franco, Gabriela | AVID Tutor – THMS |
| 14. Garcia, Adam | AVID Tutor – THMS |
| 15. Gomez, David | AVID Tutor – THMS/CHS |
| 16. Gonzalez, Kendra | AVID Tutor – ROHMS |
| 17. Guillen, Melissa | AVID Tutor – BHS |
| 18. Guitron, Brianna | AVID Tutor – CMS |
| 19. Gusman, Makia | AVID Tutor – BHS |
| 20. Gutierrez, Stephanie | AVID Tutor – CHS |
| 21. Herrera, James | AVID Tutor – BHS |
| 22. Martinez, Jeremy | AVID Tutor – CHS |
| 23. Martinez, Lethie | AVID Tutor – BHS |
| 24. Melendez, Lauren | AVID Tutor – BHS |
| 25. Moreno, Edgardo | AVID Tutor – CMS |
| 26. Ortiz Jr., Juan | AVID Tutor – CMS |
| 27. Renteria, Jocelyn | AVID Tutor – ROHMS |
| 28. Reyes, Harold | AVID Tutor – BHS |
| 29. Romero, Rochelle | AVID Tutor – BHS |
| 30. Ruiz, Jose | AVID Tutor – BHS |
| 31. Sandoval, Veronica | AVID Tutor – BHS |
| 32. Swaim, Keri | AVID Tutor – BHS |
| 33. Taylor, Christia | AVID Tutor – CMS |

II-D Classified – Substitute

- | | |
|-----------------------|-----------------------|
| 1. Arce, Tatiana | Sub Campus Supervisor |
| 2. Castorena, Anthony | Sub Campus Supervisor |
| 3. Vasquez, Michael | Sub Campus Supervisor |
| 4. Wyatt, Randy | Sub Campus Supervisor |

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

July 15, 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

Jerry Almendarez – DO/HR Assistant Superintendent	CALSA-2010 Summer Institute July 20-23, 2010 Carlsbad, CA
Jaime Ayala – DO/Business Office Assistant Superintendent	Site/Dept. Funds: \$3,753.10
Ignacio Muniz – Grimes Assistant Principal	
Frank Miranda – McKinley Principal	CALSA-2010 Summer Institute July 20-23, 2010 Carlsbad, CA Site Funds: \$795.80
Raquel Posadas-Gonzalez- Zimmerman Principal	CALSA-2010 Summer Institute July 20-23, 2010 Carlsbad, CA Site Funds: \$1,155.70
Patricia Frost – Crestmore Principal	K-12 Summer Institute July 24-26, 2010 Indian Wells, CA
Sheila Brower Assistant Principal	No Cost to the District
Miguel Saucedo – CMS James Staples Teachers	AVID Summer Institute July 26-30, 2010 San Diego, CA AVID Funds: \$2,576.00
Cari Wilkinson – BHS Teacher	Service-Learning Marine Ecology July 28-29, 2010 Long Beach, CA SLI Funds: \$130.00
	Total: \$8,410.60

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
July 15, 2010**

ACTION ITEM

TO: **Board of Education**

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

SUBJECT: **Approval of One Year Agreement with the District Assistance Intervention Team (DAIT) New Directions, Inc. to Provide Consulting and Professional Services (2010-11)**

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy # 2 – Curriculum

BACKGROUND: The District's designation as a Year 3+ Program Improvement District requires that the applicable NCLB requirements be maintained. The sanctions for Colton Joint Unified School District include:

- Corrective Action F – Implement a new curriculum
- Contract with a District Assistance Intervention Team (DAIT)

The Year 3+ work with the District Assistance Intervention Team (DAIT) will include the completion of all requirements as stipulated for District Assistance Intervention Teams (DAIT) and program improvement requirements.

BUDGET IMPLICATIONS: \$125,000 – to be paid from Title I Funds

RECOMMENDATION: That the Board approve the one year agreement with the District Assistance Intervention Team (DAIT) New Directions, Inc. to provide consulting and professional services (2010-11).

ACTION: On motion of board member _____ and _____ the Board approved the one year agreement with the District Assistance Intervention Team (DAIT) New Directions, Inc. to provide consulting and professional services (2010-11).



NEW DIRECTIONS
for Academic Advancement

AGREEMENT FOR SERVICES

This Agreement, herein called "Agreement," is made and entered into by and between New Directions, Inc., a nonprofit California corporation hereinafter called "Consultant" Colton Joint Unified School District, a political subdivision of the State of California, herein called "District", collectively herein "Parties," WITNESSETH:

WHEREAS, District wishes to continue to contract with a District Assistance Intervention Team Program Improvement Provider and,

WHEREAS, Consultant has the requisite expertise and experience and is qualified to provide the services required by the District, and

WHEREAS, the Parties have negotiated upon the terms pursuant to which Consultant will provide such services and have herein reduced such terms to writing.

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the Parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed:

ARTICLE 1. AGREEMENT

1.1 Hiring of Consultant.

1.1.1 District hires Consultant to perform the necessary professional services, including, but not limited to, those hereinafter set forth in connection with the Project, as described below in Article 5 and Exhibit A, incorporated herein by this reference.

1.1.2 Consultant agrees and undertakes to provide to District, for the consideration and upon the terms and conditions herein set forth, the consulting and professional services specified in this Agreement and those related services incidental thereto.

1.2 Limitation of Agreement.

This Agreement is limited to and includes only the Work included in the Project described below in Article 2 and Exhibit A, unless this Agreement is amended by the Parties to include additional work as part of the Project.

ARTICLE 2. DESCRIPTION OF PROJECT.

Consultant shall provide consulting and professional services for the Project known as District Assistance Intervention Team and as further described in Exhibit A which is hereby incorporated by reference (hereinafter "Project"). The Project is located at Colton, California.

ARTICLE 3. DEFINITIONS.

Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it should have the meaning herein set forth below.

Consultant	New Directions, Inc. EIN #02-0624529 P.O. Box 1429 Carlsbad, CA 92018 (760) 845-0615 Fax: (760) 941-5717 Principal in charge: Dr. Linda R. Gonzales
Board	Board of Trustees
District	Colton Joint Unified School District 1212 Valencia Dr. Colton, California 92324
Parties	Consultant and District
Party	Consultant or District
Project	District Assistance Intervention Team Program Improvement Provider
Superintendent,	Mr. James A. Downs
Work	District Assistance Intervention Team Program Improvement Services

ARTICLE 4. TERM OF AGREEMENT.

This Agreement begins on the last date of the execution of the Agreement by the Parties and **terminates** upon completion of services under the Agreement, unless terminated sooner, as specified herein. The indemnity, dispute resolution and confidentiality provisions contained in this Agreement in Articles respectively, shall survive the term and completion of the Agreement, as defined herein. Should none of the services stated herein be commenced by or before six (6) months from the date set forth by the Parties in the execution clause, this Agreement is void.

ARTICLE 5. SERVICES TO BE RENDERED BY CONSULTANT.

5.1 Basic Services.

Consultant accepts **retention of its services** and agrees to perform all the necessary professional consulting and administrative services in a professional manner, in connection with the Project. Consultant's "basic services" shall include the following services:

5.1.1 Communication with District.

Consultant will participate in consultations and conferences with authorized representatives of District and/or other local, regional, or state agencies concerned with the Project, as necessary for the Project. Consultant shall work directly with District staff. The staff specifically designated by the District for this Project shall be the Superintendent and the District Representative. District hereby certifies that the Superintendent and the District Representative have been duly authorized by the Board to represent District on the Project. The District Representative for this Project shall be: Ms. Mollie Gainey-Stanley.

5.1.2 Hiring of Consultants and Personnel.

5.1.2.1 Consultant shall have the option, subject to district written approval, to employ subconsultants, or other persons qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Consultant may choose to delegate without relieving Consultant from its responsibilities under this Agreement. Consultant shall be responsible for the coordination and cooperation of its delegates.

5.1.2.2 No Party on the basis of this Agreement shall in any way contract on behalf of, or in the name of, the other Party to this Agreement, and violation of this provision shall confer no rights on any person or Party and shall be void.

5.1.3 Consulting Services.

- 5.1.3.1 Consultant shall assist District by serving as a District Assistance Intervention Team and support three (3) program improvement schools.
- 5.1.3.2 Consultant shall make oral and written reports to District as necessary to inform District of the progress of the Project. Such oral reports shall be presented **at the** direction of Ms. Mollie Gainey-Stanley.
- 5.1.3.3 Consultant **and the District will jointly** determine the date of completion of the Project.
- 5.2 Additional Services of Consultant.
At District's request, Consultant may be asked to perform services not otherwise included in this Agreement. District agrees to pay Consultant for such services, pursuant to Article 7 hereof.

ARTICLE 6. RESPONSIBILITIES OF DISTRICT.

District's responsibilities shall include the following:

- 6.1 Make available to Consultant all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations.
- 6.2 Supply Consultant with all documents, approvals, and materials necessary to complete the Project.
- 6.3 Designate a representative authorized to act as liaison between Consultant and District in the administration of this Agreement and the Project.
- 6.4 Review all documents submitted by Consultant and advise Consultant of decisions pertaining to such documents within a reasonable time after submission.
- 6.5 Pay promptly for all services rendered by Consultant and its delegates consistent with the requirements of Article 7 of the agreement.

ARTICLE 7. CONSULTANT'S FEE.

Consultant's compensation shall consist of a fee for basic services, fee for additional services, if any, and reimbursable expenses and costs, as described below. **An invoice will be sent to the District for payment of services rendered.**

- 7.1 Fee for Basic Services. **An invoice will be sent to the District for payment of services rendered.**

- 7.1.1** District shall pay to Consultant, for the performance of all services rendered herein, the amount specified in Exhibit B, incorporated herein by this reference. **An invoice will be sent to the District for payment of services rendered.**
- 7.2** Fee for Additional Services.
- 7.2.1** District shall pay Consultant for additional services not originally contemplated by the Parties to this Agreement as follows: For services in addition to the basic services of Consultant set forth in Article 5.2 hereof (additional services), a fee to be agreed upon by the Parties in writing prior to performance of such services by Consultant, which fee may be a flat amount or Consultant's standard hourly rates.
- 7.2.2** Such fee shall be in addition to compensation for basic services as set forth in Article 7.1.
- 7.3** Reimbursable Expenses.
- 7.3.1** Reimbursable expenses are included in the basic and additional services (as set forth in Articles 7.1 and 7.2, above) which include expenses incurred by Consultant in the interests of the Project.
- 7.3.1.1** Expenses for transportation in connection with the Project.
- 7.3.1.2** Expenses in connection with out-of-town travel, if any.
- 7.3.1.3** Expenses of reproductions, postage and **delivery charges** of documents used in connection with the Project.
- 7.3** Taxes.
Any taxes levied on this Agreement, the transaction, or the services provided pursuant hereto shall be borne exclusively by Consultant, unless otherwise agreed to by the Parties.
- 7.4** Payments to Consultant.
- 7.4.1** Consultant's compensation shall be paid by District to Consultant incrementally, based upon work completed, or as otherwise agreed by the Parties.
- 7.4.1.1** Payments on account of basic services shall be made in proportion to services performed within each phase of the Project as reasonably determined by **the Consultant and the District. Both** parties **shall** agree upon a payment schedule which shall be attached as part of Exhibit B.
- 7.4.1.2** In order to receive payment, Consultant shall present to District **an invoice** for approval by District's Representative, which shall designate services performed, percentage of work completed, method of computation of amount payable, phase of the Project, and the amount to be paid.

- 7.4.1.3** Payments made for additional services, if any, shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the Parties shall specify when such services are agreed upon.
- 7.4.1.4** Should District cancel this Agreement due to material breach of the Agreement by Consultant, Consultant shall upon proper notice of such cancellation, forthwith cease all services hereunder. In such event, Consultant's total fee for all services performed shall be computed under the foregoing provisions of this Agreement to cover services satisfactorily performed to the date of such notice and shall include compensation for services within the phase of performance at which the services stopped proportionate to the degree of completion of Consultant's satisfactorily completed services on such phase.
- 7.4.2** Nonpayment by District within **60 days** shall constitute grounds for District default under this Agreement.

ARTICLE 8. INSTRUCTIONS TO PROCEED.

Consultant will not proceed with performance of any services under this Agreement without first securing written authorization from District to do so.

ARTICLE 9. TIME SCHEDULE.

- 9.1** Consultant shall perform all services hereunder as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Consultant shall prepare an estimated time schedule for the performance of its services, to be adjusted as the Project proceeds, which shall be acceptable to the District, for completion of services established by this Agreement which shall be marked "Project Schedule" and incorporated into this Agreement as part of Exhibit A. Such schedule shall include allowances for periods of time required for District's review and approval of submissions and shall be extended as necessary by Consultant.
- 9.2** Any delays in Consultant's Work because of the actions of District or its employees, by a governmental agency having jurisdiction over the Project, or by an act of God or other unforeseen occurrence, not due to any fault or negligence on the part of Consultant, shall also be added to the time for completion of any obligations of Consultant.

ARTICLE 10. SUSPENSION, ABANDONMENT, TERMINATION.

- 10.1** **Based upon a good faith effort of negotiations between the District and the consultant and the two parties arrive at irreconcilable differences, the Consultant hereby reserves the right to suspend, cancel or terminate any pending work on the Project. In the event of such suspension, cancellation, or termination, Consultant shall be paid pursuant to the schedule of payments set forth in Article 7 of the Agreement for services rendered up to the date of such suspension, cancellation, or termination. In such event, Consultant shall take reasonable measures to mitigate any and all expenses and/or costs incurred in closing out this Agreement.**
- 10.2** Default by District.
- 10.2.1** Upon default by District in any respect on any provision hereunder, the Consultant may either elect to terminate the Agreement or provide District an opportunity to **resolve** the default. If Consultant elects to provide District an opportunity to **resolve the default**, and if District fails to **arrive at a resolution negotiated by both parties**, within **30 days**, or if the default cannot be **resolved** within **30 days**, fails to commence to **resolve** such default, within 45 days following written notice and demand from Consultant, Consultant may then elect to terminate the Agreement. If Consultant elects to terminate the Agreement upon default by District, Consultant shall be entitled to compensation for all services rendered under this Agreement.
- 10.2.2** Consultant's decision to provide an opportunity to **resolve** this Agreement **with the District** will in no respect waive any legal remedies available to Consultant, District's default under the Agreement and/or District's obligations under this Agreement.
- 10.3** District Termination Rights
- 10.3.1** District may, at its election, terminate this Agreement if Consultant defaults in any material respect on any provision hereunder and fails to cure such material default within **30 days**, or if the default cannot be resolved within 30 days, fails to commence to **resolve** such default, diligently pursue such **resolution**, and complete the **resolution** within **45 days** following written notice and demand from District.
- 10.3.2** District shall also have the right to termination this Agreement without cause, for convenience, upon thirty (30) days written notice to Consultant and upon compensation to Consultant as set forth in Article 7 above. If District terminates the Agreement under this provision, the Parties shall be relieved of the remaining obligations of the Agreement, except for such liability arising out of services performed prior to the date of the termination and except for such provisions which survive termination of the Agreement.

10.4 Upon receipt of written notice from District that this Agreement is terminated, Consultant shall submit an invoice to District within 30 days for an amount which represents its expenses and costs incurred through the date of termination for which Consultant has not been previously compensated and any further close-out costs incurred, if any, in connection with the project.

10.5 Bankruptcy.

In the event that either Party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the other Party, this Agreement shall terminate and be of no further force and effect, and any property rights of such other Party, tangible or intangible, shall forthwith be returned to it.

ARTICLE 11. OWNERSHIP, USE AND RE-USE OF DOCUMENTS.

11.1 **The District shall have the right to use, modify and copy documents and information pertaining to the Project, including electronic forms of same pursuant to this agreement.** All documents, information, plans, designs, copyrights, drawings, studies, specifications, and estimates prepared by Consultant pertaining to the Project, including electronic forms of same, pursuant to this Agreement shall, at all times, be and shall remain the property of Consultant.

11.2 Any reuse by District of documents prepared under this Agreement **will be utilized only after receiving the Consultant's written permission.**

11.3 Consultant shall not be responsible for damage caused by subsequent changes to or uses of its plans, specifications, reports, or documents where subsequent changes or uses, including changes or uses made by State or local governmental agencies.

11.4 Return of Property.

11.4.1 Consultant shall return to the District all unconsumed and unused Work products, materials, equipment and documents and other items, the cost, expense or purchase of which was reimbursed by the District in connection with this Project.

11.4.2 Consultant shall deliver all such property to the District at the termination of this Agreement, or earlier if such property is requested by the District or is no longer of use to the Consultant in the performance of this Agreement.

11.4.3 All property leased by Consultant and reimbursed as a direct cost by the District shall be used exclusively for purposes of this Project, and every lease by its terms

shall be fully assignable to District at the sole option of District, including any right of purchase.

ARTICLE 12. INDEMNITY.

- 12.1** Consultant shall assume the defense of, indemnify, and hold harmless District from any and all claims of any kind arising out of the intentional or negligent acts, errors, or omissions of Consultant.

ARTICLE 13 INDEPENDENT CONTRACTOR.

- 13.1** Consultant is, for all purposes arising out of this Agreement, an independent contractor, and Consultant shall not be deemed an employee, officer, partner, or joint venturer of District for any purpose.
- 13.2** It is expressly understood and agreed that Consultant shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave, or other benefits.
- 13.3** As an independent contractor, Consultant shall be wholly responsible for the manner in which it performs its services under this Agreement.
- 13.4** Discrimination Prohibited.
- 13.4.1** It is the policy of the Parties that in connection with all Work or services performed under contracts, there will be no discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin, religious creed, sex, age, handicap, or marital status. The Parties agree to comply with applicable federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code Section 12900, et seq.

ARTICLE 14. SUCCESSORS AND ASSIGNMENTS.

This Agreement is binding upon and inures to the benefit of the successors, executors, administrators, and assigns of each Party to this Agreement.

ARTICLE 15. NO RIGHTS IN THIRD PARTIES.

This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

ARTICLE 16. FINGERPRINTING.

District has determined that fingerprinting is not applicable to the provision of services under this Agreement. All consultants used in the project have met the California fingerprinting requirements, **and proof of such process will be provided to the District upon request.**

ARTICLE 17. REPRESENTATIONS AND DECLARATIONS.

- 17.1** Consultant hereby represents and states that it has the capabilities and resources necessary to perform its obligations hereunder.
- 17.2** Consultant understands and acknowledges that the **District's Board of Education** must approve the terms of this Agreement and the provision of professional services herein.
- 17.3** Consultant shall not, under any circumstances, solicit, accept, offer, or extend gratuities, including any entertainment or gifts with respect to any employees or agents of the District or any third parties involved in the Work, such as labor union representatives, State, federal, or other agency officials. Consultant understands the following and certifies that it does not know of any facts which constitute a violation **of this provision.**
- 17.4** Consultant hereby certifies that no current Board member or District employee, and no one who has been a Board Member or who has been employed by District within the past two years, has participated in bidding, selling or promoting this Agreement. Furthermore, Consultant certifies that no such current or former Board member or District employee has an ownership interest in this Agreement, nor shall any such current or former Board member or District employee derive any compensation, directly or indirectly, from this Agreement. Consultant understands that any violation of this provision of the Agreement shall make the Agreement voidable by the District at its option.
- 17.5** Consultant acknowledges and understands California Government Code, Section 87100 et. seq., "Public Officials; State and local; financial interest," which states: No public official at any level of State or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest." Consultant is unaware of any violation of this provision.
- 17.6** Consultant represents and states that it currently has filed no claims of any kind or manner against District in any court, administrative agency, or with any other tribunal. District represents and states that it currently has filed no claims of any kind or manner against Consultant in any court, administrative agency, or with any other tribunal.

17.7 District represents and warrants that this Agreement is not subject to public bidding requirements.

17.8 Knowing and Voluntary Acceptance.

Consultant on the one hand and District on the other, expressly warrant to each other that each has been supplied with, has read and has discussed the terms of this Agreement with counsel of their respective choosing, and each further warrants that each fully understands the content and effect of this Agreement. The Parties approve and accept the terms of this Agreement, agrees to be bound thereby, and signs this Agreement freely, knowingly, and voluntarily.

ARTICLE 18. CONFIDENTIALITY.

Consultant shall keep all information concerning the Project hereunder confidential, **to the extent allowed by law**, if requested in writing by District, except for communications between Consultant, District, and their independent professional(s) incident to the completion of the Project upon which the same are employed, and except for publicity approved by District. The covenant of confidentiality shall survive the expiration or earlier termination of this Agreement for a period of three (3) years thereafter.

ARTICLE 19. MISCELLANEOUS.

19.1 Amendments and Modifications. The Parties reserve the right to amend or modify this Agreement in writing at any time by mutual consent. Such changes, including any increase or decrease in the amount of compensation shall be effective upon execution of duly authorized written amendments to this Agreement unless stated otherwise in the amendments themselves.

19.2 Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.

19.3 Entire Agreement. This Agreement with its exhibits supersedes any and all other prior or contemporaneous oral or written agreements between the Parties hereto. Each Party acknowledges that no representations, inducements, promises, or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.

19.4 Severability. Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

19.5 Non-Waiver. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specifically specified in writing. The omission by either Party at any time to enforce any default or right reserved to it, or to require

performance of any of the terms, covenants, or provisions hereof by the other Party at the time designated, shall not be a waiver or any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

19.6 Supplemental Conditions. Any supplemental conditions shall be attached as an exhibit to this Agreement and incorporated herein by reference.

19.7 Notice to the Party.

19.7.1 All notices to be given by the Parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and registered as follows:

To District: Mr. James A. Downs
Colton Joint Unified School District
1212 Valencia Dr.
Colton, California 92324

To Consultant: Dr. Linda Gonzales
New Directions, Inc.
PO Box 1429
Carlsbad, California 92018

19.7.2 The Parties expressly acknowledge and agree that electronic mail and facsimiles will not constitute notice under this Agreement.

19.8 Construction. The word “including” shall mean “including without limitation.” The Parties intend that each representation, warranty and covenant contained herein shall have independent significance. If any Party has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty, or covenant related to the same subject matter (regardless of the relative levels of specificity) which the Party has not breached, shall not detract from nor mitigate the fact that the Party is in breach of the first representation, warranty or covenant. This Agreement shall not be construed against the drafter.

19.9 Counterpart. This Agreement may be executed in one or more counterparts each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this instrument to be duly executed.

Consultant

District

By: _____
Dr. Linda Gonzales
Principal in Charge
New Directions, Inc.
EIN # 02-0624529

By: _____
James A. Downs
Superintendent
Colton Joint Unified School District

Date: _____

Date: _____

EXHIBITS:

Exhibit A: Project Description and Schedule
Authorized Additional and Expanded Services
Fee Schedule

Exhibit A – Project Description and Schedule

Project shall consist of the following items: Completion of all requirements as stipulated for District Assistance Intervention Teams (DAIT) and program improvement requirements.

Project Schedule

<u>Phase</u>	<u>Date</u>
1. Review district data from 2010	Aug. 31, 2010
2. Create district priorities for service based on data	Aug. 31, 2010
3. Determine with the district PI Schools to serve	Aug. 2010
4. Provide monthly services to program improvement (PI) schools.	Aug.–June 2011
5. Update/Revise the district LEA Plan	Oct. 20, 2010
6. Complete all state required DAIT reports	June 30, 2011
7. Implement Revised District LEA Plan	Oct.–June, 2011
8. Monthly monitoring/servicing of Action Plan	Oct.–June, 2011

Exhibit B – Compensation and Schedule of Hourly Billing Rates

Consultant's total compensation consists of basic services, additional services and reimbursable expenses as follows:

Basic Services

The consulting fee arrangement for Basic Services may be any of the following:

1. Time, expenses, and material at rates in this Agreement with a not-to-exceed amount of \$125,000 including district and support **for three schools** to be determined by district staff.

Reimbursable Expenses are included

The rate of **\$1500 per day** shall be used for any services above or for any calculation of future services. **An invoice will be submitted to the District for payment of services rendered.**

BOARD AGENDA

REGULAR MEETING
July 15, 2010

ACTION ITEM

TO: Board of Education

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

SUBJECT: Award Veterans Diploma to Gilbert Zamorano in Accordance with Board Policy 6146.12 (2010-11)

GOAL: Student Performance, Community Relations

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

BACKGROUND: The board adopted Board Policy 6146.12 on November 5, 2009, authorizing the district to retroactively grant high school diplomas to students who left school prior to completing their high school course of study to protect our nation by joining the military and fighting for the Nation's freedom during World War II, the Korean War, or the Vietnam War. Students who were federally interned during World War II are also eligible to receive their high school diploma.

The district has verified that Gilbert Zamorano was enrolled at Colton High School in 1941 prior to joining the United States Army during World War II. Mr. Zamorano was honorably discharged from the United States Army in 1946.

BUDGET IMPLICATIONS: None

RECOMMENDATION: That the board award veterans diploma to Gilbert Zamorano in accordance with Board Policy 6146.12, as presented.

ACTION: On motion of Board Member _____ and _____, the board awarded veterans diploma to Gilbert Zamorano in accordance with Board Policy 6146.12 (2010-11), as presented.

BOARD AGENDA

REGULAR MEETING
July 15, 2010

ACTION ITEM

TO: Board of Education

PRESENTED BY: Mike Snellings, Assistant Superintendent, Student Services

SUBJECT: Approval of Agreement with SchoolCenter Professional Services for Spanish Language Website Hosting and Template Design Services

GOAL: Facilities/Support Services, Budget Planning

BACKGROUND: The district currently utilizes SchoolCenter Professional Services to host the new district and school site template web pages which will be deployed within the next two months. The new templates do not have a Spanish language website feature. To maintain the availability of a Spanish language website when the sites are launched, the district must purchase an additional hosting license and ten hours of template design time.

BUDGET IMPLICATIONS: \$3,000 to be paid from General Fund

RECOMMENDATION: That the Board approve the contract with SchoolCenter Professional Services for Spanish Language Website Hosting and Template Design Services.

ACTION: On motion of Board Member _____ and _____, the Board approved the agreement with SchoolCenter Professional Services for Spanish Language Website Hosting and Template Design Services as presented.



Professional Services Agreement

This Professional Services Agreement is made this **July 1, 2010** between Midwest Internet Consulting Group, Inc. d/b/a SchoolCenter and **Colton Joint Unified School District**.

1. Definitions

1.1. Professional Services

Shall mean work performed by Consultant for Customer pursuant to a Statement of Work under this Agreement.

1.2. Statement of Work (See Attached Order Form with Customer's Request)

Shall mean Consultant's form for ordering professional services which has been completed and executed by both parties (entitled Statement of Work), and which specifies the scope and schedule of Professional Services to be performed by Consultant for Customer and the applicable fees. Each Statement of Work hereunder shall be governed by the terms of this Agreement and shall reference the Effective Date specified below.

2. Ordering, Charges, Payment

2.1. Who May Order

The Statement of Work and this Professional Services Agreement constitute the contract between the parties. The Statement of Work shall control over the terms of this agreement if there is any conflict. Customer may obtain Professional Services from Consultant under this Agreement in the United States. By signing a Statement of Work, a Customer agrees that any Professional Services obtained pursuant to the Statement of Work are subject solely to the provisions of this Agreement and the Statement of Work. Customer represents and warrants that the Customer shall perform its obligations in accordance with the terms and conditions of this Agreement and the relevant Statement of Work.

2.2. Fees for Professional Services

As expressly stated in the applicable Statement of Work, Professional Services shall be provided at the fee stated in the Statement of Work for the agreed upon services. In the event that the scope of work is amended to include additional services per Customer's request, an estimate of the cost for the services will be provided prior to the work being performed. Customer will be given the opportunity to agree with the expanded scope of work or decline. An amended Statement of Work will then be prepared and agreed upon by both parties.

2.3. Invoicing and Payment

Consultant shall invoice Customer after services are rendered for each Statement of Work. Charges shall be due and payable thirty (30) days from the date of the invoice and shall be deemed overdue if unpaid thereafter. Customer shall issue a purchase order, or alternative document acceptable to Consultant, on or before commencement of Professional Services under the applicable Statement of Work.

2.4. Taxes

Consultant shall not be responsible or required to pay any federal, state, local, or foreign taxes, duties or levies of any nature that may accrue to customer as a result of the services performed hereunder.

3. Contract Property

3.1. Contract Property

Upon full payment for the services rendered in accordance with each Statement of Work, Consultant shall grant Customer a perpetual, nonexclusive, non-transferable, royalty-free license to use for its operational purposes anything developed by Consultant for Customer under this Agreement ("Contract Property"). Consultant shall retain all ownership rights to the Contract Property.

3.2. Relationship to Online Service

The Professional Services provided under this Agreement may be in support of Customer's license, under a separate agreement, to use Consultant's online Content Management System (CMS) services. Such separate agreement shall govern all use by Customer of such online services. Neither this Agreement nor any Statement of Work hereunder grants Customer any license or rights to use such online services.

4. Term and Termination

4.1. Term

The obligations under this Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with this Section 4 unless different or additional dates are provided in the Statement of Work.

4.2. Termination for Convenience

Customer may terminate this Agreement and/or any Statement of Work hereunder at any time by providing Consultant with thirty (30) days prior written notice. Consultant may terminate this Agreement at any time by providing Customer with thirty (30) days prior written notice; provided, however, that any Statement of Work outstanding at the time of such a termination by Consultant shall continue to be governed by this Agreement as if it had not been terminated.

4.3. Termination for Material Breach

Either party may terminate this Agreement and/or any Statement of Work hereunder if the other party is in material breach of this Agreement or such Statement of Work and has not cured such breach within thirty (30) days of written notice specifying the breach. Consent to extend the cure period shall not be unreasonably withheld, so long as the breaching party has commenced cure during the thirty (30) day period and is pursuing such cure diligently and in good faith.

4.4. Failure to Make Payment

Notwithstanding anything in this Section 4 to the contrary, if Customer fails to make payment on any due date, Consultant shall have the right to immediately cease all Professional Services hereunder and, if such failure to make payment has not been cured within thirty (30) days of the due date, immediately upon written notice terminate this Agreement and any or all outstanding Statements of Work hereunder. Failure to make payment shall relieve Consultant of any obligation to grant Customer a license to use any product developed by Consultant, and also shall permit Consultant to delete or otherwise render inoperable Consultant's product.

4.5. Termination for Insolvency

Either Customer or Consultant may terminate this Agreement immediately upon written notice if the other party enters into insolvency or bankruptcy proceedings of any sort.

4.6. Effect of Termination

Termination of this Agreement and/or any Statement of Work hereunder shall not limit either party from pursuing any other remedies available to it, including injunctive relief, nor shall termination relieve Customer of its obligation to pay all charges and expenses accruing prior to such termination. The parties' rights and obligations under Sections 4, 5 and 6, shall survive termination of this Agreement and/or any Statement of Work hereunder.

5. Indemnity, Warranty, Remedy, Limitation of Liability

5.1. Indemnity

- A. Each party ("Provider") shall defend and indemnify the other party ("Recipient") against any claim that any information, design, specification, instruction, software, data or material furnished by the Provider ("Material") and used by the Recipient in connection with the Professional Services infringes a copyright, patent or other intellectual property right of a third party, provided that: (a) Recipient notifies Provider in writing within thirty (30) days of the claim; and (b) Provider has sole control of the defense and all related settlement negotiations; and (c) Recipient provides Provider with the assistance, information and authority reasonably necessary to perform the above. Reasonable out-of-pocket expenses incurred by Recipient in providing such assistance shall be reimbursed by Provider.
- B. Provider shall have no liability for any claim of infringement resulting from: (a) Recipient's use of a superseded or altered release of some or all of the Material if infringement would have been avoided by the use of a subsequent or unaltered release of the Material which was provided to Recipient; or (b) any information, design, specification, instruction, software, data or material not furnished by Provider.
- C. In the event that some or all of the Material is held or is reasonably believed by Provider to infringe the intellectual property rights of a third party, Provider shall have the option, at its expense, (a) to modify the Material to be non-infringing; (b) to obtain for Recipient a license to continue using the Material; or (c) to require return of the infringing or potentially infringing Material and all rights thereto from Recipient. If Provider is Consultant and such return materially affects Customer's ability to meet its obligations under the relevant Statement of Work, then Customer may, at its option and upon thirty (30) days prior written notice to Consultant, terminate such Statement of Work, in which case Customer shall be entitled to recover the fees paid for that portion of the Material. If Customer is the Provider and such return materially affects Consultant's ability to meet its obligations under the relevant Statement of Work, then Consultant may, at its option and upon thirty (30) days prior written notice to Customer, terminate such Statement of Work, in which case Customer shall pay Consultant for Professional Services rendered through the date of termination on a T&M or percent of completion basis as appropriate.

5.2. Warranty and Disclaimers

- A. Consultant warrants that the Professional Services will be performed in a professional and workmanlike manner, in accordance with generally accepted industry standards.
- B. Customer must report any deficiencies in the Professional Services to Consultant in writing within ninety (90) days of performance of such services in order to receive warranty remedies.
- C. This warranty is exclusive and in lieu of all other warranties whether express or implied, including any implied warranties of merchantability or fitness for a particular purpose.

5.3. Warranty Remedy

For any breach of the warranty in Section 5.2, Customer's exclusive remedy, and Consultant's entire liability, shall be the re-performance of the Professional Services to the extent of the value of the Statement of Work under which such professional services were provided. If Consultant is unable to re-perform the Professional Services as warranted, Customer shall be entitled to recover the fees paid to Consultant for the deficient Professional Services.

5.4. Limitation of Liability

In no event shall either party be liable for any indirect, incidental, special, consequential, reliance or cover damages, or damages for loss of profits, revenue, data or use, incurred by either party or any third party, whether in action in contract or tort, even if the other party or any other person has been advised of the possibility of such damages. Neither party's aggregate liability for damages hereunder shall exceed the total amount of fees paid and/or due by Customer under the applicable Statement of Work.

6. General

6.1. Cooperation

Customer acknowledges that the timely provision of, and Consultant's access to, office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from its officers, agents and employees, and suitably configured computer products are essential to satisfactory and timely performance of the Professional Services. Consultant will not be responsible for any delays due to changes to relevant requirement(s), project plan(s), schedule(s), scope, specification(s), design(s), software, hardware product(s), or related system environment(s) or architecture unless Customer and Consultant specifically consent to such changes in writing.

6.2. Confidentiality

"Confidential Information" shall mean all confidential or proprietary information disclosed orally or in writing by one party to the other that is identified as confidential or whose confidential nature is reasonably apparent. Confidential Information shall not include information which: (a) is or becomes a part of the public domain through no fault of the receiving party; (b) was in the receiving party's lawful possession prior to the disclosure; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure or any breach of confidence; (d) is independently developed by the receiving party; or (e) is required to be disclosed by law. Each party agrees to hold the other's Confidential Information in confidence, and not to use or disclose such Confidential Information other than in connection with performance of obligations hereunder. The obligations of either party with respect to confidential information shall survive for two (2) years the termination of this Agreement or any relevant Statement of Work, whichever date is later.

6.3. Changes to Scope

Any change(s) to the scope of work under a Statement of Work shall be made by written amendment to the Statement of Work signed by an authorized representative of each party prior to implementation of the change(s).

6.4. Relationship Between the Parties

Consultant is an independent contractor; nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties. Each party shall be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes. Each party shall maintain appropriate worker's compensation and general liability insurance for its employees.

6.5. Governing Law

This Agreement shall be governed by the internal laws of the State of Illinois.

6.6. Jurisdiction and Venue

Any legal action or proceeding relating to this Agreement shall be instituted in a state court in Jackson County, Illinois or a federal court in Franklin County, Illinois. Consultant and Customer agree to submit to the jurisdiction of, and agree that venue is proper in, said courts.

6.7. Notice

All notices, including notices of address change, required to be sent hereunder, shall be in writing and shall be deemed to have been given when mailed by first class mail to the first address listed in the applicable Statement of Work (if to Customer) or to Consultant's address on the Statement of Work (if to Consultant).

6.8. Severability

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. In the event any provision of this Agreement is determined to be unenforceable, the parties shall renegotiate their obligations in good faith.

6.9. Waiver

The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for nonpayment or breach of either party's intellectual property rights, no action, regardless of form, arising out of this Agreement may be brought by either party more than one (1) year after the cause of action has occurred.

6.10. Export Administration

Each party agrees to comply with all relevant export laws and regulations of the United States.

6.11. Entire Agreement

The contract documents (this Agreement and any relevant Statement of Work) constitute the complete agreement between the parties and supersedes all previous and contemporaneous agreements, proposals or representations, written or oral, concerning the subject matter thereof. Neither this Agreement nor any Statement of Work hereunder may be modified or amended except in a writing signed by a duly authorized representative of each party. It is expressly agreed that any terms and conditions that may be attached to Customer's purchase order, whenever received by Consultant, shall be null and void and superseded in full by the terms of this Agreement and the applicable Statement of Work.

6.12. Subcontractors

Consultant may, in its absolute discretion, use third party contractors to perform any of its obligations under this Agreement.

7. Signatures

The Effective Date of this Agreement shall be upon receipt of contract.

IN WITNESS WHEREOF, the parties have caused this Professional Services Agreement to be executed by their duly authorized representatives as identified below.


Customer:
Colton Joint Unified School District

Consultant:
SchoolCenter

Authorizing Signature

Authorizing Signature

Name



Name
Tiffany Haseker

Title

Title

Date

Account Manager
Date: 070110

Order Form

Customer Name: Colton Joint Unified School District

Attn: David Thurston & Cyndie Marksbury

Address: 1212 VALENCIA DR
COLTON, CA 92324

Billing Email:

Billing Phone:

Billing Fax:

Terms and Conditions

Start Date: July 1, 2010

Payment Method: Check

Payment Terms: Net 30

Billing Method: Invoice

Billing Frequency: Annually

Products/Services

Product/Service	Start Date	Order Term (months)	Quantity	Price Per Unit	Total
Additional Hosted Site - Spanish	07/01/10	12	1	\$1,500.00	\$1,500.00
Creative Services Bundle – 10hours	07/01/10		1	\$1,500.00	\$1,500.00

Subtotal:	\$3,000.00
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Total:	\$3,000.00
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Annual Renewal Price:	\$1,500.00
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1075 Reed Station Road | Carbondale, IL 62902 | United States | (888) 642-4448 | (618) 351-1996

ORDER FORM for: Colton Joint Unified – CA

Purchase Order:

Offer Valid Through: Aug. 1, 2010

Proposed by: Tiffany Haseker

Customer's Request:

I am going to need to add a new site to our existing web site. I need to create another site in Spanish. Not as large as our English site, more like an elementary school site but I will need to change our CJUSD template so that the text displays in Spanish. I also need to change the tiger logo for Terrace Hills Middle School. The last change is the background of our template - we would like to change to more of a faded background instead of just plain white.

Customer:
Authorizing Signature:

(Customer Name)

Date: _____

Consultant: SchoolCenter
Authorizing Signature:

Tiffany D. Haseker
Account Manager

Date: 07/01/10

This legally binding Order Form is governed by the Master Subscription Agreement and Professional Services Agreement between the Customer and SchoolCenter.



CONFIDENTIAL

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement ("**Agreement**") is entered into and effective as of **July 1, 2010** ("**Effective Date**") by and between Midwest Internet Consulting Group, Inc. d/b/a SchoolCenter, an Illinois corporation, having its principal place of business at 1075 Reed Station Road, Carbondale, Illinois 62902 ("**SchoolCenter**") and **Colton Joint Unified School District**, an educational institution, having its principal address at **1212 VALENCIA DR COLTON, CA 92324** ("**Subscriber**").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

"**District**" means the undersigned educational entity with authority to act on behalf of each participating educational institution.

"**Order Form**" means the SchoolCenter ordering documents representing the initial purchase of the Service as well as any subsequent purchases agreed to between the parties in writing that are executed hereunder and deemed incorporated into this Agreement and that specify, among other things, the number of subscriptions ordered, and the subscription term and the applicable fees.

"**Service**" means the web-hosting and web-based content management service, including associated offline components, provided by SchoolCenter via the Internet.

"**Schools**" means Subscriber's individual school(s) as defined here, including K-5 (elementary), 6-8 (middle or junior high school), grades 9 to 12 (high school), and other specialized schools which are authorized to use the Service. Schools shall hereinafter be referred to as "Units."

2. Service.

2.1 Provision of Service. SchoolCenter shall make the Service available to Subscriber pursuant to the terms and conditions set forth in this Agreement and any and all Order Forms executed hereunder. During the term of this Agreement, the functionality of the Service will not be materially decreased from that available as of the Effective Date. Subscriber agrees that its purchase of subscriptions is not contingent upon the delivery of any future functionality or features nor is it dependent upon any oral or written public comments made by SchoolCenter with respect to future functionality or features.

2.2 Additional Units. Subscriptions are for named educational institutions only. Additional subscriptions must be added as needed by Subscriber at the then rate in place; the term of the additional Unit subscriptions shall be coterminous with the expiration of the then current subscription term; and (iii) pricing will be prorated for the remainder of the then current subscription term.

3. Use of the Service.

3.1 SchoolCenter Responsibilities. SchoolCenter shall: (i) in addition to its confidentiality obligations under Section 6, use its best efforts to not use, edit or disclose to any party other than

Subscriber the Subscriber information; (ii) maintain the security and integrity of the Service and the Subscriber information; (iii) provide telephone and online standard support to Subscriber's Users, at no additional charge; and (iv) use commercially reasonable efforts to make the Service generally available 24 hours a day, 7 days a week, except for: (a) weekly planned downtime (of which SchoolCenter shall schedule to the extent reasonably practicable during Thursday from 12:00 a.m. to 4:00 a.m. CST. For planned downtime extending beyond the standard maintenance window, maintenance will be scheduled during weekend hours.); or (b) any unavailability caused by circumstances beyond SchoolCenter's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving SchoolCenter employees), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within SchoolCenter's possession or reasonable control, and network intrusions or denial of service attacks.

3.2 Subscriber Responsibilities. Subscriber is responsible for all activities that occur within Subscriber's website. Subscriber shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Subscriber Content; (ii) use reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify SchoolCenter promptly of any such unauthorized use; and (iii) comply with all applicable local, state, and federal laws in using the Service.

3.3 Use Guidelines. Subscriber shall use the Service solely for its own educational communication purposes as contemplated by this Agreement and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, or otherwise exploit or make the Service available to any third party, other than as contemplated by this Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material; (iv) knowingly send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Service or the content contained therein; or (vi) attempt to gain unauthorized access to the Service or its related systems or networks. Unauthorized use includes the creation of sections of web pages or sites for Units or other entities other than those purchased from and created by SchoolCenter.

4. Fees & Payment.

4.1 Subscriber Fees. Subscriber shall pay all fees specified in all executed SchoolCenter Order Forms hereunder. Except as otherwise provided, all fees are quoted in United States dollars. Fees are based on the number of Units purchased in the relevant SchoolCenter Order Form, not the extent of actual usage. Except as otherwise provided, fees are non-refundable, and the number of subscriptions purchased cannot be decreased during the relevant subscription term stated on the SchoolCenter Order Form.

4.2 Invoicing & Payment. Fees for the Service will be invoiced in advance and otherwise in accordance with the terms set forth in the relevant SchoolCenter Order Form. Unless otherwise stated in the SchoolCenter Order Form, charges are due net 30 days from the invoice date. Unless otherwise stated in the SchoolCenter Order Form, all payments made under this Agreement shall be in United States dollars.

4.3 Overdue Payments. Any payment not received from Subscriber by the due date may accrue (except with respect to charges then under reasonable and good faith dispute), at SchoolCenter's discretion, late charges at the rate of 1.5% or the maximum rate permitted by law, whichever is higher of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

4.4 Suspension of Service. If Subscriber's account is 30 days or more overdue without prior arrangements, in addition to any of its other rights or remedies, SchoolCenter reserves the right to suspend the Service provided to Subscriber, without liability to Subscriber, until such amounts are paid in full.

4.5 Billing and Contact Information. Subscriber shall maintain complete and accurate billing and contact information on the Service at all times.

5. Proprietary Rights.

5.1 Reservation of Rights. Subscriber acknowledges that in providing the Service, SchoolCenter utilizes (i) the SchoolCenter name, the SchoolCenter logo, product and service names associated with the Service, and other trademarks and service marks; (ii) certain audio and visual information, documents, software and other works of authorship; and (iii) other technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information (collectively, "**SchoolCenter Technology**") and that the SchoolCenter Technology is covered by intellectual property rights owned or licensed by SchoolCenter (collectively, "**SchoolCenter IP Rights**"). Other than as expressly set forth in this Agreement, no license or other rights in or to the SchoolCenter Technology or SchoolCenter IP Rights are granted to Subscriber, and all such licenses and rights are hereby expressly reserved.

5.2 License Grant. SchoolCenter grants Subscriber and its Users a non-exclusive, non-transferable (except in connection with a permitted assignment of this Agreement), non-sublicenseable right to access and use the Service in accordance with the terms of this Agreement.

5.3 Restrictions. Subscriber shall not (i) modify, copy or create derivative works based on the Service or SchoolCenter Technology; (ii) or disassemble, reverse engineer, or decompile the Service or SchoolCenter Technology, or access it in order to (A) build a competitive product or service, (B) build a product or service using similar ideas, features, functions or graphics of the Service, or (C) copy any ideas, features, functions or graphics of the Service.

5.4 Subscriber Content. As between SchoolCenter and Subscriber, all Subscriber Content is owned exclusively by Subscriber. Subscriber Content shall be considered Confidential Information subject to the terms of this Agreement, which content SchoolCenter does not solicit but may reject for any reason. It is the intention of SchoolCenter to be a provider of interactive computer services in accordance with §230(c) of the Communications Decency Act. SchoolCenter may access Subscriber's Content in response to service or technical problems, or at Subscriber's request, or for other necessary purposes.

5.5 Suggestions and Inspirations. SchoolCenter shall have a royalty-free, worldwide, perpetual license to use or incorporate into the Service any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Subscriber or its Users relating to the operation of the Service.

6. Confidentiality.

6.1 Definition of Confidential Information. As used herein, "**Disclosing Party**" shall mean the party, its applicable subsidiary or affiliate, and its or their representatives that disclose (or otherwise make available) Confidential Information to the "**Receiving Party**." "**Confidential Information**" shall mean all information of the Disclosing Party furnished to or observed by the Receiving Party in connection with the Service, whether tangible or intangible, oral, written, or electronic, and in whatever form or medium provided. Confidential Information includes the terms and conditions of this Agreement (including without limitation pricing and other terms reflected on all SchoolCenter Order Forms hereunder), the Subscriber Content, the Service, the SchoolCenter

technology, business and marketing plans, technical information, product designs, business processes, customers, marketing plans or strategies, and any portion of information generated by the Receiving Party that contains Confidential Information. Confidential Information (except for Subscriber Content) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

6.2 Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission.

6.3 Protection. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information.

6.4 Compelled Disclosure. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

6.5 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 6, the Disclosing Party shall have the right, in addition to any other remedies available to it, to the award of liquidated damages in the amount of \$25,000 and to seek injunctive relief to enjoin such actions, it being specifically acknowledged by the parties that actual damages may be hard to ascertain and other available remedies are inadequate.

7. Warranties & Disclaimers.

7.1 Warranties. Each party represents and warrants that it has the legal power to enter into this Agreement. SchoolCenter represents and warrants that (i) it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof; (ii) it owns or otherwise has sufficient rights to the Service and the SchoolCenter Technology to grant the rights and licenses granted herein; and (iii) the Service and SchoolCenter Technology do not infringe any intellectual property rights of any third party.

7.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SCHOOLCENTER MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. SCHOOLCENTER HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. Mutual Indemnification.

8.1 Indemnification by SchoolCenter. Subject to this Agreement, SchoolCenter shall defend, indemnify and hold Subscriber harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings ("**Claims**")

made or brought against Subscriber by a third party alleging that the use of the Service as contemplated hereunder infringes the intellectual property rights of a third party; provided, that Subscriber (a) promptly gives written notice of the Claim to SchoolCenter; (b) gives SchoolCenter sole control of the defense and settlement of the Claim (provided that SchoolCenter may not settle or defend any Claim unless it unconditionally releases Subscriber of all liability); and (c) provides to SchoolCenter, at SchoolCenter's cost, all reasonable assistance.

8.2 Indemnification by Subscriber. Subject to this Agreement, Subscriber shall defend, indemnify and hold SchoolCenter harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with Claims made or brought against SchoolCenter by a third party alleging that the Subscriber Data or Subscriber's use of the Service (as opposed to the Service itself) infringes the intellectual property rights of, or has otherwise harmed, a third party; provided, that SchoolCenter (a) promptly gives written notice of the Claim to Subscriber; (b) gives Subscriber sole control of the defense and settlement of the Claim (provided that Subscriber may not settle or defend any Claim unless it unconditionally releases SchoolCenter of all liability); and (c) provides to Subscriber, at Subscriber's cost, all reasonable assistance.

9. Limitation of Liability.

9.1 Limitation of Liability. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT ACTUALLY PAID BY SUBSCRIBER FOR ITS ANNUAL SUBSCRIPTION COST.

9.2 Exclusion of Consequential and Related Damages.

IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

9.3 Limitation of Action. Except for actions for nonpayment or breach of either party's intellectual property rights, no action (regardless of form) arising out of this Agreement may be commenced by either party more than two (2) years after the cause of action has accrued.

10. Term & Termination.

10.1 Term of Agreement. This Agreement commences on the Effective Date and continues until all subscriptions granted in accordance with this Agreement have expired or been terminated.

10.2 Term of Subscriptions. Subscriptions commence on the start date specified in the relevant SchoolCenter Order Form and continue for the subscription term specified therein. User subscriptions shall automatically renew for additional periods of one (1) year at the price in effect at the time of renewal unless Subscriber gives SchoolCenter notice of termination at least 60 days prior to the end of the relevant subscription term. After such 60 day period, SchoolCenter shall have no obligation to maintain or provide any Subscriber content and shall delete it.

10.3 Termination for Cause. A party may terminate this Agreement for cause: (i) upon 30 days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon any termination for cause by Subscriber, SchoolCenter shall refund Subscriber any prepaid fees for the remainder of the subscription term after the date of termination. SchoolCenter shall be entitled to terminate this Agreement without refund to Subscriber in the event it determines it is no longer practicable to serve Subscriber.

10.4 Outstanding Fees. Termination shall not relieve Subscriber of the obligation to pay any fees accrued or payable to SchoolCenter prior to the effective date of termination.

10.5 Surviving Provisions. The following provisions shall survive any termination or expiration of this Agreement: Sections 4, 5 (excluding Section 5.2), 6, 7, 8, 9, 10 and 11.

11. General Provisions.

11.1 Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

11.2 No Third-Party Beneficiaries. There are no third party beneficiaries to this Agreement.

11.3 Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; (iii) the second business day after sending by confirmed facsimile; or (iv) the second business day after sending by email. Notices to SchoolCenter shall be addressed to the attention of its V.P. of Business Operations. Notices to Subscriber are to be addressed "Attn: _____."

11.4 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

11.5 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law. In the event SchoolCenter determines such provision to be material to its Service pursuant to this Agreement, the parties shall renegotiate the remaining terms of this Agreement in good faith.

11.6 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement together with all rights and obligations hereunder, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. In the event of consolidation or other reconfiguration of educational institutions, SchoolCenter shall determine how licenses shall be distributed among the remaining entities. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.7 Governing Law. This Agreement shall be governed exclusively by the internal laws of the State of Illinois, without regard to its conflicts of laws rules.

11.8 Entire Agreement. The parties' Agreement shall include this Master Subscription Agreement, all SchoolCenter Order Forms, and any other documents the parties have agreed to become part of their Agreement. Those documents constitute the entire Agreement between the parties, and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. In the event of any conflict between the provisions in this Master Subscription Agreement and any exhibit or addendum hereto, or SchoolCenter Order Form executed hereunder, the terms of such exhibit, addendum or SchoolCenter Order Form shall prevail to the extent of any inconsistency. Notwithstanding any

language to the contrary therein, no terms or conditions stated in a Subscriber purchase order or in any other Subscriber order documentation (excluding SchoolCenter Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

11.11 Counterparts. This Agreement may be executed in counterparts, which taken together shall form one legal instrument.

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Agreement as of the Effective Date: July 1, 2010

SUBSCRIBER

By:

Print Name:

Title:

Date:

SCHOOLCENTER

By: 

Print Name: Tiffany Haseker

Title: Account Manager

Date: July 1, 2010

BOARD AGENDA

REGULAR MEETING
July 15, 2010

ACTION ITEM

TO: Board of Education

PRESENTED BY: Mike Snellings, Assistant Superintendent, Student Services

SUBJECT: Termination of Agreement with the City of Colton for a School Resource Officer Assigned to Colton High School

GOAL: School Safety & Attendance, Community Relations & Parent Involvement

STRATEGIC PLAN: Parameter #7 – Fiscal Responsibility

BACKGROUND: The City of Colton and the District have worked cooperatively since 1991 to provide a full time police officer on the Colton High School campus to serve as a School Resource Officer. Due to the ongoing budget concerns, the District is recommending that we exercise our right to terminate the agreement. The agreement with the City of Colton contains a provision allowing the termination of the agreement with ninety days notice.

BUDGET IMPLICATIONS: Savings of approximately \$107,000

RECOMMENDATION: That the Board terminate the agreement with the City of Colton for a School Resource Officer assigned to Colton High School.

ACTION: On motion of Board Member _____ and _____ the Board terminate the agreement with the City of Colton for a School Resource Officer assigned to Colton High School.

BOARD AGENDA

REGULAR MEETING
July 15, 2010

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Contract with Hill Rehabilitation Services, LLC, for Speech and Language Pathologist Services (2010-11)

GOAL: Student Performance

STRATEGIC PLAN: Strategy #2 – Curriculum

BACKGROUND: The District has been facing a shortage of qualified speech and language therapists along with many other districts across the state. Despite extensive recruitment efforts, there continues to be a shortage of candidates. The District is required to provide services to students who are deemed in need of speech therapy and must adhere to caseload requirements stipulated in the bargaining agreement between the Association of Colton Educators (ACE), in addition to the caseload limitations set forth in state and federal regulations.

Colton Joint Unified has an immediate need for Speech and Language Pathologists (SLPs) to cover services for our children based upon caseloads defined by contract and by regulation. To fulfill this obligation, the District proposes to address this shortage by contracting with Hill Rehabilitation Services, LLC.

In the event the District is able to hire qualified candidates, the contract may be cancelled with 30 days notice.

BUDGET IMPLICATIONS: \$76 per hour, per therapist, as needed. To be paid from the General and Special Education Fund

RECOMMENDATION: That the Board approve the contract with Hill Rehabilitation Services, LLC to provide Speech and Language Pathologist services (2010-11).

ACTION: On motion of Board Member _____ and _____, the Board approved the contract with Hill Rehabilitation Services for 2010-11.

Independent Contractor Agreement

1. Names

This contract is between Colton Joint Unified School District, Client, and Hill Rehabilitation Services, LLC, Contractor.

2. Criminal Background check requirements

Hill Rehabilitation Services, LLC certifies to the District that it has completed the criminal background check requirements of California 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 California Penal Code Section 667.5(c) or a serious felony as listed in California Penal Code Section 1192.7(c).

3. Services to be performed

Contractor agrees to perform the following services as needed for the Client:

Speech-Language Therapy Services:

- SLP's employed by the Contractor can not be employed by the Contractor to perform any other functions during regular School hours defined by the Client.
- Assessment of client's needs within the consultant's area of expertise as deemed appropriate.
- Participation in interdisciplinary team meetings, when appropriate and agreed upon by both parties, to assist in the development of an Individual Education Plan (IEP) based on the assessment data.
- The development of plans for IEP objectives, which are within the domain of the consultant's discipline.
- Provide recommendations concerning appropriate equipment needs. The contractor is not responsible for the payment of equipment recommended. Provide speech therapy services as indicated on the IEP.
- Client agrees to provide contractor with a reasonable notice for annual and triennial IEP meetings.
- Contractor will provide client with qualified, licensed/credentialed Speech-Language Pathologists (SLP) to the Client.
- It is the complete discretion of the Contractor to hire qualified personnel and provide the Client with individuals to meet the needs of the contract with Client.
- SLP's performing services for Client on behalf of Contractor can not be employed by the Contractor to perform any other functions during regular School hours defined by Client.
- Client agrees to provide Contractor with a minimum of 4 hours of therapy, evaluations, meetings, etc. per day of service provided. If less than 4 hours of service is available on any given day that the Contractor is providing services. Client understands that they will be billed for 4 hours of service at the agreed upon rate of \$75.00 per hour.
- Client agrees to allow Contractor to have access to any pertinent information that may be necessary in order to provide adequate evaluation and therapeutic services to the students to include access to the Cumulative files of the students.

- Contractor agrees to adhere to all confidentiality rules and regulations that are established through Colton Joint Unified School District, The California Department of Education, The American Speech and Hearing Association, and the California Speech-Language Pathology and Audiology Board.

4. Time Commitment

Contractor will perform speech evaluations, provide reports, and perform speech therapy at (agreed upon school sites) as scheduled and agreed upon by both parties to adequately perform services for client with exception of Contractor vacation or illness.

5. Payment

Client will pay Contractor at the rate of \$75 per hour of service provided to include speech therapy, attending meetings, assessments and report writing that does not exceed 7.25 hour day contract.

6. Invoices

Contractor will submit monthly invoices to Client for all services performed. Client agrees to provide reimbursement to Contractor within 30 days of invoice or by a specific date each month that has been agreed upon by both parties. Client understands that if services are not reimbursed as agreed upon that Contractor will not provide services until reimbursement is received.

7. Independent Contractor Status

The parties intend Contractor to be an independent contractor in the performance of the services. Contractor and Client will have mutual agreement of the right to control and determine the methods and means of services. Contractor and Client will have mutual agreement of the right to control and determine the contractual services.

8. Other Clients

Contractor retains the right to perform services for other clients.

9. Equipment and Supplies for Evaluation

Client will provide equipment, tools and supplies necessary to perform the evaluations and treatment along with appropriate space in each location to evaluate and treat students.

10. Local, State, and Federal Taxes

Contractor will pay income taxes and Social Security and Medi-Care taxes incurred while performing services under this agreement. Client will provide Contractor with 1099 forms.

Client will not:

- Withhold Social Security and Medicare taxes from payments to Contractor or pay such taxes on the Contractor's behalf, or
- Make State or Federal unemployment compensation contributions on Contractor's behalf, or

- Withhold State or Federal income tax from payment to contractor.

11. Duration of the Agreement

This agreement will remain ongoing and in effect unless a thirty (30) day written notice of termination is given by either party to terminate this contract.

12. Entire Agreement

This contract contains the entire agreement between the parties on the subject of services to be rendered by Contractor for Client. Any amendments require the written agreement of both parties.

13. Governing Law

This agreement will be governed by and construed in accordance with laws of the State of California.

15. Modification

This agreement may be modified only by written amendment signed by all parties.

16. Waiver

If any party waives any provision of this agreement at any time, that waiver will only be effective for the specific instance and purpose for which that waiver was given. If any party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.

17. Hold Harmless.

Hill Rehabilitation Services, LLC shall indemnify, defend and hold harmless the District, its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this contract to the extent such claims, actions, losses, damages and/or liability is caused by or results from the negligent or intentional acts or omissions of Hill Rehabilitation Services, LLC, its officers, employees, agents or volunteers, and for any costs incurred or expense's by the District on account of any claim therefore, except where such indemnification is prohibited by law.

18. Severability

If a court determines that any provision of this agreement is invalid or unenforceable any invalidity or unenforceability will affect only that provision. Such provision may be modified, amended or limited only to the extent necessary to make it valid and enforceable.

19. Termination.

Either party reserves the right to terminate this agreement at any time on 30 days written notice. If District terminates this contract, Hill Rehabilitation Services, LLC shall immediately cease any services. The District will pay any charges incurred up to the date of the termination notice.

CLIENT

By: _____

Printed Name: _____

Title: _____

Address:

Dated: _____

CONTRACTOR

Hill Rehabilitation Services, LLC

By: _____

Address:

5208 Imperial Place

Rancho Cucamonga, CA 91739

(909)581-4751

hrs@hillrs.com

Dated: _____

BOARD AGENDA

REGULAR MEETING
July 15, 2010

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Contract with Invo Healthcare Associates, Inc., for Speech and Language Pathologist Services (2010-11)

GOAL: Student Performance

STRATEGIC PLAN: Strategy 2 – Curriculum

BACKGROUND: The District has been facing a shortage of qualified speech and language therapists along with many other districts across the state. Despite extensive recruitment efforts, there continues to be a shortage of candidates. The District is required to provide services to students who are deemed in need of speech therapy and must adhere to caseload requirements stipulated in the bargaining agreement between the Association of Colton Educators (ACE), in addition to the caseload limitations set forth in state and federal regulations.

Colton Joint Unified has an immediate need for Speech and Language Pathologists (SLPs) to cover services for our children based upon caseloads defined by contract and by regulation. To fulfill this obligation, the District proposes to address this shortage by contracting with Invo Healthcare Associates, Inc.

In the event the District is able to hire qualified candidates, the contract may be cancelled with 30 days notice.

BUDGET IMPLICATIONS: \$80 per hour, per therapist, as needed. To be paid from the General and Special Education Fund

RECOMMENDATION: That the Board approve the contract with Invo Healthcare Associates, Inc. to provide Speech and Language Pathologist services (2010-11).

ACTION: On motion of Board Member _____ and _____, the Board approved the contract with Invo Healthcare Associates, Inc. for 2010-11.

**Colton Joint Unified School District
Consultant Request Proposal**

Name of Consultant Company: Invo Healthcare Associates, Inc

Billing Address: 1780 Kendarbren Drive
Jamison, PA 18929

Primary Contact: Marcy Harris
Assistant Director

Back-up Contacts: Daryl Hoffman
Director
Anne Kelly
Senior Director

Contact Number: (800) 434-4686

E-Mail: mharris@invohealthcare.com

INVO Background and Experience:

Invo HealthCare Associates, Inc., (INVO) is a group practice of therapists specializing in providing occupational therapy, physical therapy, speech and language pathology and school psychology services to infants, toddlers, school-aged children and adults with various developmental delays. **INVO** was founded in 1993 by Patrick H. McClain, MS, OTR/L and Mary A.J. McClain. **INVO** is an approved NPA in the state of California.

Purpose:

Colton Joint Unified School District (CJUSD) is an agency serving individuals with a wide range of disabilities. These individuals are in need of therapy services. **INVO** therapists will utilize an educational model in working with **CJUSD** children. All services will be in accordance with IDEA and all accompanying federal, state and local guidelines, regulations and standards. **INVO** is dedicated to a collaborative team approach. When listed on the child's IEP, consultation with classroom teachers and other team members can be arranged to coordinate the efforts of the team.

Recruitment:

When a contract is awarded to **INVO**, the information about the agency and the therapy needs are disseminated. **INVO** will handle all necessary components of the recruitment process. This process includes the recruiting effort, the initial screening of the candidate, the credential verification process and coordinating the final compensation arrangements with the therapists. Once a therapist is identified that meets your stated needs, the therapists resume and any other required credential information will be presented for your review. We request that you perform a face to face or phone interview. If you determine you would like to move forward with the therapist presented, **INVO** will complete final contract arrangements with the therapist(s).

Therapist Credentials:

All credentials will be collected and verified for each **INVO** therapist. This will include but will not be limited to:

- Educational Background Information and Work History
- Professional references related to therapy work experience
- License, Registrations and Certification
- Proof of Malpractice/Liability Insurance
- Proof of fingerprint based criminal background check

Billing Procedures:

INVO will adhere to any specific billing procedures that **CJUSD** requires. If **CJUSD** does not have any specific billing procedures **INVO** will utilize our standard monthly timesheet and invoicing process. Each therapist will complete a monthly timesheet that will identify the start and end date of the day as well as the major services performed. There will be a total for the billed hours per day. At the completion of the month, the therapist will total the hours and submit the timesheet to a **CJUSD** representative to review and approve. **INVO** will then submit a copy of the authorized timesheet along with an invoice to the appropriate **CJUSD** billing contact.

Termination

Termination by either party is on a thirty (30) day notice.

Cost Proposal:

Consultant will be reimbursed at the hourly rate of \$80.00 per hour based on a 185 day contract of 7.25 hours per day.

BOARD AGENDA

REGULAR MEETING
July 15, 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 \$3,880,899.35 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>
014565	Certica Solutions Inc.	Online Subsc/I.T.	0000/0115	\$24,692.00
110007	U.S. Bank Trust N.A.	Debt Svs./Fiscal Svs.	0000	\$794,924.00
110008	Zions Bank	Debt Svs./Fiscal Svs.	0001	\$42,459.35
110011	CA Dept of Ed.	Debt Svs./Fiscal Svs.	0001	\$15,000.00
110012	Vavrinek Trine Day & Co LLP	Audit Exp./Fiscal Svs.	0000	\$48,000.00
110013	AP-Mt. Vernon LLC	Misc. Rental/SSC	0000	\$212,232.00
110021	United of Omaha Life Ins.	SERP/Fiscal Svs.	0000	\$1,109,378.00
110022	United of Omaha Life Ins.	SERP/Fiscal Svs.	0000	\$971,939.00
110023	Colton Truck Supply	Inventory/Transport.	0000	\$15,000.00
110028	Parkhouse Tire Inc.	Inventory/Transport.	0000	\$60,000.00
110029	Quality Power Inc.	Inventory/Transport.	0000	\$10,000.00
110033	Crest Chevrolet	Inventory/Transport.	0000	\$10,000.00
110034	Betts Spring Co.	Inventory/Transport.	0000	\$15,000.00
110035	Daniels Tire Svs.	Inventory/Transport.	0000	\$10,000.00
110037	Genuine Auto Parts	Inventory/Transport.	0000	\$20,000.00
110049	A-Z Bus Sales	Cont. Outs. Rep/Transport.	7230	\$10,000.00
110051	A-Z Bus Sales	Cont. Outs. Rep/Transport.	7240	\$10,000.00
11052	Poma Distributing Co.	Inventory/Transport.	0000	\$20,000.00
110056	Moss Auto Parts (NAPA)	Inventory/Transport.	0000	\$15,000.00
110062	A-Z Bus Sales	Inventory/Transport.	0000	\$60,000.00
110064	Buswest	Inventory/Transport.	0000	\$10,000.00
110068	McCray's Diesel Repair	Inventory/Transport.	0000	\$10,000.00
110073	Poma Dist. Co.	Gas/Diesel/ Transport.	7230	\$60,000.00
110076	So CA Gas Co.	Vehicle Fuel/Transport.	7230	\$60,000.00
110084	Parkhouse Tire Co.	Cont. Repairs/Transport.	7230	\$10,000.00
110086	Mobile Fleet Wash Inc.	Misc. Svs./Transport.	7230	\$11,000.00
110176	Centration, Inc.	Data Collection/Dist. Off.	0000	\$22,000.00
110205	USPS-Hasler	Postage/Print Shop	0000	410,775.00
110206	XPedex/Ingram Paper	Off. Supp./Print Shop	0000	\$25,000.00
110207	Spicer's Paper	Off. Supp./Print Shop	0000	\$25,000.00
110209	Diversified Bus. Solutions	Copier Parts/Print Shop	0000	\$30,000.00
110210	Toshiba Bus. Solutions	Copier Parts/Print Shop	0000	\$30,000.00
110214	Unisource Corp.	Off. Supp./Print Shop	0000	\$21,000.00
110220	Konica Minolta Business	Copier Parts/Print Shop	0000	\$10,000.00
110222	Dynamic Bindery	Other Print Svs./Print Shop	0000	\$10,000.00
110228	City of Fontana	Sewer/Various Sites	0000	\$49,000.00
110255	Baldy Fire & Safety	Fire Ext. Svs/Fiscal Svs.	0000	\$13,500.00
<u>TOTAL</u>				<u>\$3,880,899.35</u>

***LEGEND**

0000	Revenue Limit/Unrestricted	3315	Sp Ed-Idea Presch Entl Non Ris
0001	Child Dev. Facilities	3319	ARA Idea Pt B, Sec 619 Preschl
0100	Microsoft Voucher Prg-Schools	3320	Sp Ed-Idea Presch Loc Entl Ris
0105	Microsoft Voucher Prg-Other	4036	NCLB: Title II, Part A Prin Trn
0356	RS7156 IMFRP	4045	NCLB: Title II Part D
0110	E-Rate Technology Program	4203	NCLB: Title III LEP Stdnt Prg.
0115	Best Practices Cohort	5035	CD -Blk Grnt – 25% Qlity/Discrtn
0305	RS6405 Schl Safety & Violence Prv	5080	CD-Dep Care-Pub Law-Chld Care
0325	RS7325 Stff Dev:Admin Training	5095	CD Infant/Tddler Capacity Bldg
0330	RS2430 Community Day Schl	5210	Head Start
0340	RS7140 GATE	5310	Child Nutrition-School Program
0350	RS6350 CRY-ROP	5315	Child Nutrition: ARRA Equip
0355	RS7055 CASHEE Intensive Inst.	5630	NCLB: Title X Mck-Vnto Homeless
0356	RS7156 IMFRP	5640	Medi-Cal Billing Option
0360	RS6760 Arts & Music BG	5850	Smaller Learning Community
0367	RS6267 NB Certification	6010	After Schl Ed & Safety (Ases)
0370	RS7294 Stff Dev: Mth 7 Read SB472	6055	Child Care & Dev – State Preschool
0371	RS7271 PAR	6060	Child Care and Dev. – Alt Pymnt Prg.
0380	RS7080 7-12 Counselors	6130	Child Care Center-Based Resrve
0385	RS6285 CBET	6275	Teacher Recruitment & Retention
0390	RS7390 AB825 Pupl Rentention BG	6286	English Lang. Learning Train
0391	RS6091 CAL-SAFE Supp Svs	6300	Lottery: Instructional Matl
0392	RS6092 CAL-SAFE Child Care	6360	ROP/C-Handicapped Pupils
0393	RS7393 AB825 Staff Dev BG	6405	School Violence – School Safety
0394	RS7394 AB825 Targeted Inst. Imp	6500	Special Ed.
0395	RS7395 AB825 Schl & Lib Imp BG	6520	Sp Ed-Project Workability
0396	RS7396 Schl Site Disc Blk Grnt	6530	Sp Ed-Low Incidence
0750	Mandated Costs Incentive	6535	Sp Ed Personnel Development
0790	Donations, Misc.	6660	CIG/TBCO PDTS SRTX Fnd-Entl Gr
1100	State Lottery Revenue	7010	Agrilcultural Vocational Ed.
1300	Class Size Reduction K-3	7090	Economic Impact Aid-SCE
3010	NCLB: Title 1, Pt A Grnt Low Inc.	7091	Economic Impact Aid-LEP
3011	NCLB: ARRA Title I, Pt A Basic	7230	Transport – Home to School
3025	NCLB: Title 1, Pt D SBPRT2 N&D	7240	Transporation Spec. Ed.
3185	NCLB: Title 1, Pt A, PI Corr Actn	7400	QEIA-Quality Educ. Invstment Act
3200	St Fi St Fiscal StabilZtn Fund (ARRA)	8150	RMA-Ongoing Major Maint.
3310	Sp Ed-Idea Bas Grnt Entl	9005	Medic-Cal Admin. Activities (MAA)
3311	Sp Ed-Idea B, Sec611, Prvt Schls	9010	Other Local
3313	ARRA Idea Pt B, Sec611 Local	9015	APIP (Advncd Plcmn Incntv Prg)
3314	ARRA Idea Pt B,Sec611 Prvt Sch		

BOARD AGENDA

REGULAR MEETING
July 15, 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 #1784 through Batch #1846 for the sum of \$2,606,698.78.

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

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

BOARD AGENDA

REGULAR MEETING
July 15, 2010

ACTION ITEM

TO: Board of Education

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

SUBJECT: Award of Bid #10-06 to Spectrum Communications Cabling Services, Inc. for the District Office Phone System Upgrade and Failover Installation Project

GOAL: Facilities / Support Services

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

BACKGROUND: Bids for the District Office Phone System Upgrade and Failover System Installation Project were opened on July 1, 2010. The bid was conducted in accordance with Public Contract Code 20111 and advertised in accordance with Public Contract Code 20112.

Bids were received from three contractors. After review by County Counsel, it was determined that the apparent low bidder, NIC Partners, was non-responsive to the license requirements contained in the bid documents. A schedule showing the bids received and their amounts follows.

Spectrum Communications Cabling Services, Inc.	\$142,728.06
Thompson Engineering	149,733.46
NIC Partners were non-responsive to bid requirements	

BUDGET IMPLICATIONS: \$142,728.06 from the General Fund

RECOMMENDATION: That the Board award Bid #10-06 to Spectrum Communications Cabling Services, Inc. for the District Office Phone System Upgrade and Failover Installation Project.

ACTION: On motion of Board Member _____ and _____, the Board awarded Bid #10-06 as presented.

BOARD AGENDA

REGULAR MEETING
July 15, 2010

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Contract Amendment No. 6 with WLC Architects, Inc. for Off-Site Improvements Engineering and Construction Administration at Grand Terrace High School

GOAL: Facilities/Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: Contract Amendment No. 6 is necessary for the following reasons:

- Additional coordination, engineering, and construction administration of the off-site improvements required by the City of Grand Terrace and Union Pacific Railroad for the Main Street Railroad Crossing Plans.
- Preparation of Storm Water Pollution Prevention Plans.
- Certification for Main Street Improvements mandated by the Construction General Permit Order No. 2009-009-DWQ by the State Water Resource Control Board.

BUDGET IMPLICATIONS: Bond Fund 21 Measure G
\$19,300 – Architectural and Engineering Fees

RECOMMENDATION: That the Board approve Contract Amendment No. 6 with WLC Architects Inc. for additional off-site improvements engineering and construction administration.

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



Larry Wolff, AIA • George M. Wiens, AIA • Robert J. Hensley, AIA • James P. DiCamillo, AIA
Glenn Ueda, AIA • Max Medina, AIA • Kelley Needham, AIA • Kevin A. MacQuarrie, AIA

June 21, 2010

Mr. Darryl Taylor
Director of Facilities
Colton Joint Unified School District
1212 Valencia Drive
Colton, CA 92324

Re: Additional Services for Off-Site Improvements
Grand Terrace High School
Project 0119805.06

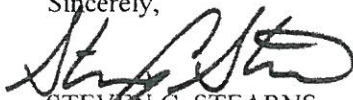
Dear Darryl:

I have enclosed a copy of the proposal from Epic Engineers to provide additional Civil Engineering Services for the Grand Terrace High School Off-Site Street Improvements. The amount of time in agency coordinating, the reviewing of multiple agreements between the various agencies, and the required coordination effort that will be necessary during the construction phase of the project are all generating additional time requirements for the project. The newly adopted Construction General Permit Order No. 2009-009-DWQ has also created new work that was not included in the originally approved construction documents. WLC Architects, Inc. will assist Epic Engineers with the additional Civil Engineering services as indicated in the attached proposal as well as coordination and construction administration throughout the project.


WLC Architects, Inc.'s additional fees for our services to coordinate the work of our engineer, prepare the special bid document requirements, and added construction administration totals \$6,400.00. Therefore, including our Civil Engineer fees of \$12,900.00, the total request of this additional services equals \$19,300.00. This work constitutes an additional service over and above the base fee for which WLC was originally contracted.

Epic Engineers is waiting for a signed copy of the agreement to get work started. Should you have any questions regarding this matter, please feel free to contact me at your earliest convenience.

Sincerely,



STEVEN C. STEARNS
Senior Project Manager



Mr. Darryl Taylor
Director of Facilities
Colton Joint Unified School District

SCS:ms/P00119805x2R-ltr

Enc: Civil Engineering Services for the Grand Terrace High School Offsite Street Improvements

cc: Robert Hensley, Architect, AIA, LEED™ AP, Chairman, Principal, WLC Architects, Inc.
Nanette Piccini, Director, Accounting, Associate, WLC Architects, Inc.

8163 Rochester Avenue Suite 100 Rancho Cucamonga, California 91730-0729 ph: 909 987 0909 fax: 909 980 9980

www.wlcarchitects.com

EPIC ENGINEERS

CIVIL ENGINEERING

LAND SURVEYING

May 29, 2010

Robert Hensley
WLC Architects
8163 Rochester Avenue
Rancho Cucamonga CA 91730

Re: **Proposal for Civil Engineering Services for
Grand Terrace High School Offsite Street Improvements**

Dear Bob,

In accordance with your request and the requirements of the agreement between Colton Joint Unified and Riverside County Transportation Department and the agreement between Union Pacific Railroad and CJUSD the following is a detailed proposal for services.

SCOPE OF SERVICES:

1. Main Street Railroad Crossing Plans:

- a) Revise existing unapproved Main Street Railroad Crossing Plans in accordance with expanded improvements requested by City of Grand Terrace. Plans are to be processed through the County of Riverside Transportation Department, the City of Grand Terrace Engineering Department and coordinated with the Union Pacific Railroad (UPRR) representative. It is assumed the agreement between CJUSD and UPRR will be completed prior to final revisions and coordination described.

2. Storm Water Pollution Prevention Plans:

- a) Prepare a Storm Water Pollution Prevention Plan for the Main Street Improvements in accordance with the newly adopted Construction General Permit Order No. 2009-009-DWQ for linear projects. EPIC Engineers is to prepare the following Permit Registration Documents (PRDs). Epic will file all PRDs on the Stormwater Multi-Application & Report Tracking System (SMARTS).
 - Notice of Intent (NOI)
 - Erosion and Sediment Control Plan for Main Street Improvements.
 - Risk Assessment Form. (Risk Level 1.)
 - SWPPP Booklets. (2 Hard Copies & 1 Electronic PDF file.)
 - Vicinity & Site Map. (Separate & electronically filed.)
 - Certification Statement. (Signed by District & County Legally Responsible Person LRP.)

3. Bid Package Preparation:

- a) Prepare Technical Specifications for all portions of the Street Improvement Plans, the Signing & Striping Plans and the Traffic Signal Plans in accordance with the County of Riverside format. The Specifications provided by Epic Engineers are to be assembled with the Special Provisions, front end specifications and the plans to complete the Contract Documents for bidding purposes by the CJUSD Construction Manager and Architect.
- b) Prepare "Bid Forms" for all improvements indicated on the Main Street Improvement Plans, the Main Street Traffic Signal at the High School Entrance, and the Main Street Railroad Crossing Plans at Taylor Street. The "Bid Forms" will be provided separating those improvements funded by CJUSD and the County of Riverside. It is unknown at this time if the City of Grand Terrace is to financially participate in some portion of the project.

4. Construction Administration Services:

- a) Provide coordination and electronic files project surveyor for the construction staking of all Main Street Improvements
- b) Provide review of all contractor submittals and coordinate approvals of same through Riverside County Transportation Department.
- c) Provide responses to contractor Request for Information through project life.
- d) Provide "As-Built" of the plans as required by the Riverside County Transportation Department.

COMPENSATION FOR SERVICES:

1. Main Street Railroad Crossing Plans:	\$ 2,100.00
2. Storm Water Pollution Prevention Plans:	\$ 4,100.00
3. Bid Package Preparation:	\$ 3,400.00
4. Construction Administration Services:	\$ 3,300.00

RATE SCHEDULE:

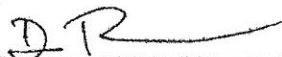
Rate schedule for additional work as needed:
\$ 40.00 per hour for Clerical Services
\$ 85.00 per hour for Engineering Designer
\$125.00 per hour for Civil Engineer
\$155.00 per hour for Survey crew

If you have any additional needs or questions regarding this proposal please call us at your convenience.

Sincerely,



Erick D. Potter, RCE 53554, PLS 7721
President Epic Engineers



Approved By:

6-17-10

Date:

BOARD AGENDA

REGULAR MEETING
July 15, 2010

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of a One Year Lease Extension/Addendum with Mobile Modular Management Corporation Utilizing Riverside Unified School District's Piggyback Bid #2004/05-12 for Portable Classrooms and Restroom Buildings Currently at Bloomington and Colton High Schools

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: These classrooms were previously placed at the sites to accommodate the modernization projects and High Priority Performance Program. In order to keep them long term, the term of the lease agreements were extended from July 1, 2007 to June 30, 2010. However, the Board approval did not occur until January 17, 2008. The current lease expired June 30, 2010.

Staff recommends a one year extension of the leases in the amount of \$202,860. Attached is an itemized list of each building.

BUDGET IMPLICATIONS: \$202,860 – Fund 25 Capital Facilities

RECOMMENDATION: That the Board approve a one year lease extension/addendum with Mobile Modular Management Corporation utilizing Riverside Unified School District Piggyback Bid #2004/05-12 for portable classrooms and restroom buildings currently at Bloomington and Colton High Schools.

ACTION: On motion of Board Member _____ and _____, the Board approved the extension/addendum, as presented.

**Mobile Modular Management Corporation**

11450 Mission Blvd, Mira Loma, CA 91752

Ph (951) 360-6600 Fax (951) 360-6622

www.MobileModularRents.com**Contract Addendum**

Date: 6/28/2010

Customer : Colton Joint USD
Billing Address: 1212 Valencia Drive
City/State/Zip: Colton, CA 92324

Attn: Becky Joiner
Phone : 909-580-6641
Fax: NA
E-mail: becky_joiner@cjusd.net

Project Name : Bloomington High School
Site Address : 10750 Laurel St
City/State/Zip: Bloomington, CA 92316

This will serve as an addendum to the contract agreement entered into between
(Lessee) and MOBILE MODULAR MANAGEMENT CORPORATION (Lessor).

Colton Joint USD**ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.****Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.****Renewal Information**

Contract No.	Original Term	Original Start Rent Date	Building ID	Item Description	Addendum Start Date	Addendum Stop Date	Term	Rental Rate
538801	36	3/21/2005	30098	Restroom, 12x40 DSA (Item1005)	7/1/2010	6/30/2011	12	\$ 11,460.0
538802	36	3/21/2005	33844	Restroom, 12x40 DSA (Item1005)	7/1/2010	6/30/2011	12	\$ 11,460.0
538977	36	2/14/2005	41083	Classroom, 24x40 DSA (Item1001)	7/1/2010	6/30/2011	12	\$ 5,616.00
538978	36	3/21/2005	41072	Classroom, 24x40 DSA (Item1001)	7/1/2010	6/30/2011	12	\$ 5,616.00
534988	36	2/2/2005	40982	Classroom, 24x40 DSA (Item1001)	7/1/2010	6/30/2011	12	\$ 5,616.00
534989	36	2/2/2005	30698	Classroom, 24x40 DSA (Item1001)	7/1/2010	6/30/2011	12	\$ 5,616.00
534990	36	3/21/2005	41079	Classroom, 24x40 DSA (Item1001)	7/1/2010	6/30/2011	12	\$ 5,616.00
534991	36	3/21/2005	30699	Classroom, 24x40 DSA (Item1001)	7/1/2010	6/30/2011	12	\$ 5,616.00
534992	36	3/21/2005	41049	Classroom, 24x40 DSA (Item1001)	7/1/2010	6/30/2011	12	\$ 5,616.00
534993	36	3/21/2005	41080	Classroom, 24x40 DSA (Item1001)	7/1/2010	6/30/2011	12	\$ 5,616.00
534996	36	3/21/2005	30708	Classroom, 24x40 DSA (Item1001)	7/1/2010	6/30/2011	12	\$ 5,616.00
534997	36	3/21/2005	41077	Classroom, 24x40 DSA (Item1001)	7/1/2010	6/30/2011	12	\$ 5,616.00
534998	36	3/21/2005	39069	Classroom, 24x40 DSA (Item1001)	7/1/2010	6/30/2011	12	\$ 5,616.00
534999	36	3/21/2205	39010	Classroom, 24x40 DSA (Item1001)	7/1/2010	6/30/2011	12	\$ 5,616.00
535000	36	3/21/2005	39068	Classroom, 24x40 DSA (Item1001)	7/1/2010	6/30/2011	12	\$ 5,616.00
535001	36	3/21/2005	39066	Classroom, 24x40 DSA (Item1001)	7/1/2010	6/30/2011	12	\$ 5,616.00
535002	36	3/21/2005	38787	Classroom, 24x40 DSA (Item1001)	7/1/2010	6/30/2011	12	\$ 5,616.00
535003	36	3/21/2005	38791	Classroom, 24x40 DSA (Item1001)	7/1/2010	6/30/2011	12	\$ 5,616.00
535004	36	3/21/2005	38801	Classroom, 24x40 DSA (Item1001)	7/1/2010	6/30/2011	12	\$ 5,616.00
535005	36	3/21/2005	38792	Classroom, 24x40 DSA (Item1001)	7/1/2010	6/30/2011	12	\$ 5,616.00
535006	36	4/1/2005	38793	Classroom, 24x40 DSA (Item1001)	7/1/2010	6/30/2011	12	\$ 5,616.00

. Rental rates do not include any applicable taxes. **Return delivery and preparing equipment for return will be quoted at time of return.**

. This contract agreement defines a month as 30 calendar days. Bill Frequency for this contract is Annually. Rental rate indicated above is the annual rate.

Additional Contract Addendum Notes:**Mobile Modular Management Corporation****Colton Joint USD**

Printed Name _____

Printed Name _____

Title

Signature

Date

Title

Signature

Date

Call (951) 360-5163 with any questions or comments, ask for Maggy Espinoza
Thank you for contacting Mobile Modular.

****Note: Contract addendum valid only when executed, offer expires 30 days from addendum date if not executed.**



Mobile Modular Management Corporation

11450 Mission Blvd, Mira Loma, CA 91752

Ph (951) 360-6600 Fax (951) 360-6622

www.MobileModularRents.com

Contract Addendum

Date: 6/28/2010

Customer : Colton Joint USD
Billing Address: 1212 Valencia Drive
City/State/Zip: Colton, CA 92324

Project Name : Colton High School
Site Address : 777 W. Valley Blvd
City/State/Zip: Colton, CA 92316

Attn: Becky Joiner
Phone : 909-580-6641
Fax: NA
E-mail: becky_joiner@cjusd.net

This will serve as an addendum to the contract agreement entered into between (Lessee) and MOBILE MODULAR MANAGEMENT CORPORATION (Lessor).

Colton Joint USD

ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.

Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.

Renewal Information

Contract No.	Original Term	Original Start Rent Date	Building ID	Item Description	Addendum Start Date	Addendum Stop Date	Term	Rental Rate
535009	36	3/21/2005	39987	Classroom, 24x40 DSA (Item1001)	7/1/2010	6/30/2011	12	\$ 5,616.0
535010	36	3/21/2005	39992	Classroom, 24x40 DSA (Item1001)	7/1/2010	6/30/2011	12	\$ 5,616.0
535013	36	3/21/2005	39973	Classroom, 24x40 DSA (Item1001)	7/1/2010	6/30/2011	12	\$ 5,616.0
535014	36	3/21/2005	39982	Classroom, 24x40 DSA (Item1001)	7/1/2010	6/30/2011	12	\$ 5,616.0
535015	36	4/2/2005	39997	Classroom, 24x40 DSA (Item1001)	7/1/2010	6/30/2011	12	\$ 5,616.0
535016	36	3/21/2005	39986	Classroom, 24x40 DSA (Item1001)	7/1/2010	6/30/2011	12	\$ 5,616.0
535017	36	4/3/2005	41084	Classroom, 24x40 DSA (Item1001)	7/1/2010	6/30/2011	12	\$ 5,616.0
535018	36	4/2/2005	41078	Classroom, 24x40 DSA (Item1001)	7/1/2010	6/30/2011	12	\$ 5,616.0
538794	36	4/3/2005	30712	Classroom, 24x40 DSA (Item1001)	7/1/2010	6/30/2011	12	\$ 5,616.0
538795	36	2/18/2005	39063	Classroom, 24x40 DSA (Item1001)	7/1/2010	6/30/2011	12	\$ 5,616.0
538796	36	2/18/2005	39070	Classroom, 24x40 DSA (Item1001)	7/1/2010	6/30/2011	12	\$ 5,616.0
538803	36	3/21/2005	33847	Restroom, 12x40 DSA (Item1005)	7/1/2010	6/30/2011	12	\$ 11,460.00

. Rental rates do not include any applicable taxes. Return delivery and preparing equipment for return will be quoted at time of return.

. This contract agreement defines a month as 30 calendar days. Bill Frequency for this contract is Annually. Rental rate indicated above is the annual rate.

Additional Contract Addendum Notes:

Mobile Modular Management Corporation

Colton Joint USD

Printed Name

Printed Name

Title

Title

Signature

Signature

Date

Date

Call (951) 360-5163 with any questions or comments, ask for **Maggy Espinoza**

Thank you for contacting Mobile Modular.

****Note:** Contract addendum valid only when executed, offer expires 30 days from addendum date if not executed.

BOARD AGENDA

REGULAR MEETING
July 15, 2010

ACTION ITEM

TO: Board of Education

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

SUBJECT: Adoption of Resolution No. 09-32 Giving Notice of Intention to Grant an Easement for Right of Way to Southern California Edison for the Grand Terrace High School Project

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: Southern California Edison (SCE) has requested that the District dedicate an easement to a portion of the property for the construction, operation and maintenance of underground electrical supply, fixtures and appurtenances.

Staff and legal counsel (Atkinson, Andelson, Loya, Ruud & Romo) have reviewed this request, and per Education Code 17556 et. seq. the following process is required:

1. Post copies of Resolution of Intent signed by Board members in three places within the District not less than ten days prior to the public hearing.
2. Publish a Notice of Public Hearing of Intention to Dedicate Easement once in a newspaper of general circulation not less than five days prior to the public hearing.
3. Have the public hearing at the next regularly scheduled Board meeting on August 5, 2010.

BUDGET IMPLICATIONS: None

RECOMMENDATION: That the Board adopt Resolution No. 09-32 giving notice of intention to grant an easement for right of way to Southern California Edison for the Grand Terrace High School project.

ACTION: On motion of Board Member _____ and _____, the Board adopted the resolution, as presented.

RESOLUTION NO. 09-32
OF THE BOARD OF EDUCATION OF COLTON JOINT UNIFIED SCHOOL
DISTRICT GIVING NOTICE OF INTENTION TO GRANT AN EASEMENT (RIGHT
OF WAY) TO SOUTHERN CALIFORNIA EDISON (PICO STREET)

WHEREAS, Southern California Edison ("SCE") has requested that the Colton Joint Unified School District ("School District") dedicate an easement to SCE upon a portion of the School District's Grand Terrace High School site ("Easement"). A legal description and map depicting the location of the Easement is attached hereto as Exhibit "A" and incorporated herein;

WHEREAS, pursuant to Education Code section 17556, the governing board of a school district may convey to a public corporation, or private corporation engaged in the public utility business, for utility purposes, any real property belonging to such school district upon such terms and conditions as the parties thereto may agree;

WHEREAS, the School District desires to provide an Easement to SCE for the construction, operation and maintenance of underground electrical supply and communication systems and necessary fixtures and appurtenances thereto;

WHEREAS, pursuant to Education Code section 17557, the School District's governing board must, prior to dedicating an Easement, adopt a resolution declaring its intention to dedicate such Easement in a regular open meeting by two-thirds (2/3) vote of all of its members;

WHEREAS, pursuant to Education Code section 17557, the School District's governing board must fix a time at its regular place of meeting for a public hearing upon the question making the dedication of the Easement; and

WHEREAS, pursuant to Education Code section 17558, the School District is required to post copies of this Resolution, signed by the board, in three public places within the School District's boundaries not less than ten days before the public hearing, and publish notice once, not less than five days before the public hearing in a newspaper of general circulation published in the School District, if there is one, or, if there is no such newspaper published in the School District, then in a newspaper published in the county which has a general circulation in the School District.

NOW, THEREFORE, THE BOARD DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the above recitals are all true and correct.

Section 2. That the School District's governing board ("Board") declares its intent to dedicate the Easement to SCE upon the terms and conditions set forth in the recitals.

Section 3. That the Board establishes August 5, 2010 for a public hearing on the question of the School District's intent to dedicate the easement to SCE.

Section 4. The School District staff shall post this resolution in three public places within the School District's boundaries and publish notice of the adoption of this Resolution in compliance with Education Code section 17558.

ADOPTED, SIGNED AND APPROVED this ____ day of _____, 2010.

President of the Governing Board for the
Colton Joint Unified School District

I, _____, Clerk of the Governing Board of Colton Joint Unified School District, do hereby certify that the foregoing Resolution was adopted by the Governing Board of said District at a meeting of said Board held on the ____ day of _____ 2010, and that it was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Clerk of the Governing Board of
Colton Joint Unified School District

RECORDING REQUESTED BY



SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY

Real Properties
2131 Walnut Grove Avenue, 2nd Floor
Rosemead, CA 91770

Attn: Distribution/TRES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT OF
EASEMENT**

DOCUMENTARY TRANSFER TAX \$ NONE (VALUE AND CONSIDERATION LESS THAN \$100.00)	DISTRICT Redlands	WORK ORDER 6031-6712 TD357144	IDENTITY 9-6773	MAP SIZE
SCE Company SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	FIM 190-2202-1 APN 1167-151-72	APPROVED: REAL PROPERTIES	BY SLS/GB	DATE 06/22/2010

COLTON JOINT UNIFIED SCHOOL DISTRICT, a California public school district (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, in, on, over, under, across and along that certain real property in the County of San Bernardino, State of California, described as follows:

FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code.

Grantor agrees for itself, its successors and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

It is understood and agreed that this easement does not constitute a conveyance of a fee interest in Colton Joint Unified School District's ("Grantor") property or of the minerals therein and thereunder, but grants only the limited easement as provided above. The easement granted herein is on an "AS-IS" basis and Grantor makes no representation or warranty of any kind regarding the condition of the easement area. Grantor retains for its successors and assigns all rights and uses that do not unreasonably interfere with the use of the rights granted herein to Southern California Edison Company ("Grantee"). This easement is subject to all existing easements, covenants, and restrictions recorded against Grantor's property.

Grantee hereby agrees to defend, indemnify, and hold harmless Grantor from and against any and all claims, liability, and damages caused by Grantee's activities related to said easement, except to the extent that such claims arise from the sole active negligence or willful misconduct of Grantor, its employees, agents and contractors.

EXECUTED this ____ day of _____, 20__.

GRANTOR

COLTON JOINT UNIFIED SCHOOL
DISTRICT, a California public school district

Signature _____

Print Name _____

Title _____

State of California)
County of _____)

On _____ before me, _____, personally
(here insert name and title of the officer)

appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are 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 _____

(This area for notary stamp)

GRANTEE SOUTHERN CALIFORNIA EDISON COMPANY, a corporation

By: _____
Emmanuel P. Hyppolite, Supervisor of ECS & Distribution,
Real Properties Department

Date: _____

State of California)
County of _____)

On _____ before me, _____, personally
(here insert name and title of the officer)

appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are 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 _____

(This area for notary stamp)

Exhibit "A"

Legal Description

Southern California Edison Pico Street Access Easement

That portion of Lot 42 in the East Riverside Land Company, Section 5, Township 2 South, Range 4 West, San Bernardino Base and Meridian, by map on file in Book 6 of Maps, page 44 thereof, Records of San Bernardino County, State of California, more particularly described as follows:

Commencing at the centerline intersection of Pico Street and Royal Avenue as shown on Tract No. 6567 on file in Book 93, pages 49-50, Records of San Bernardino County;

Thence North $89^{\circ}27'57''$ West, a distance of 210.87 feet to end of the centerline of Pico Street,

Thence North $58^{\circ}08'01''$ West, a distance of 50.00 feet to a point on the right of way of said Pico Street, said point being the **Point of Beginning**;

Thence North $89^{\circ}27'57''$ West, a distance of 51.42 feet;

Thence North $00^{\circ}32'03''$ East, a distance of 12.00 feet;

Thence South $89^{\circ}27'57''$ East, a distance of 61.64 feet to a point of cusp on a curve concave to the southeast having a radius of 50.00 feet and a central angle of $18^{\circ}07'55''$ from which a radial line bears North $40^{\circ}00'06''$ West;

Thence southwesterly along said curve, a distance of 15.82 feet to the **Point of Beginning**.

Containing 0.02 Acres, more or less.

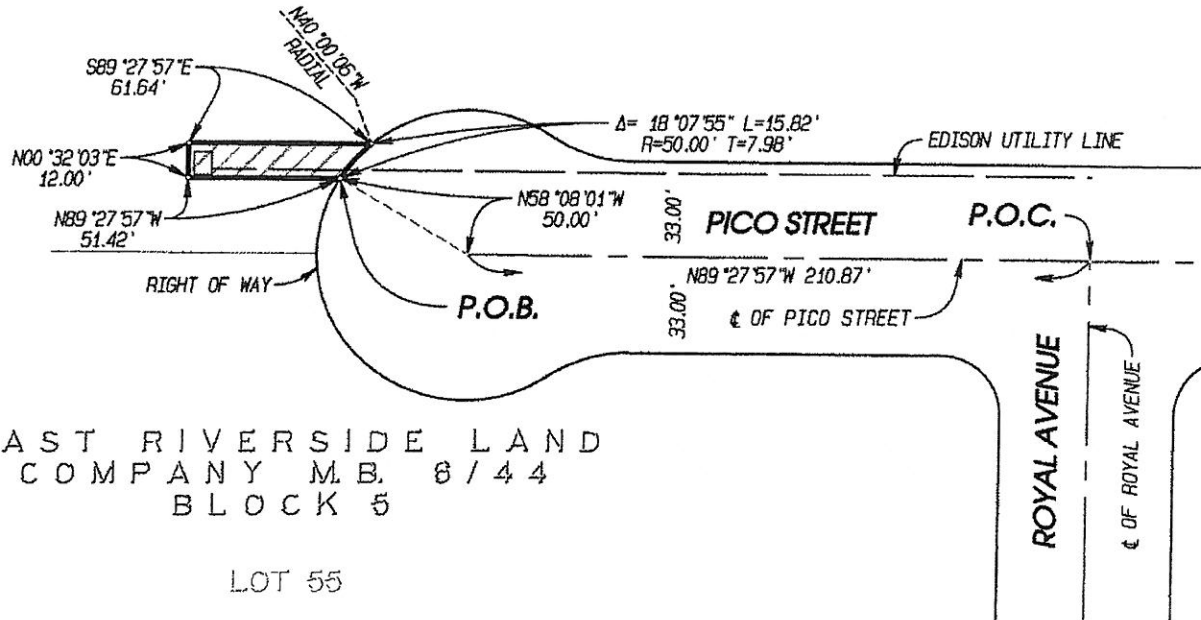
See Exhibit "B" attached hereto and made a part thereof.



EPIC ENGINEERS

101 E. Redlands Blvd, Suite 146 • Redlands, Ca. 92373 • Ph. (909) 792-5969 • Fax (909) 792-8869

LOT 42



EAST RIVERSIDE LAND
COMPANY M.B. 6/44
BLOCK 5

LOT 55



AREA OF DEDICATION
CONTAINING 0.02 ACRES, MORE OR LESS



EPIC ENGINEERS

CIVIL ENGINEERING
PLANNING

LAND SURVEYING
CONSTRUCTION MANAGEMENT

101 E. REDLANDS BOULEVARD
SUITE 146
REDLANDS, CA 92373

TELE 909 - 792 - 5969
FAX 909 - 792 - 8869

EXHIBIT "B"

**SOUTHERN CALIFORNIA
EDISON PICO STREET
ACCESS EASEMENT**

N.O. 43.04j

BY: ADL

DATE: 7/24/09

SCALE: 1" = 60'

SHEET: 1 OF 1

BOARD AGENDA

REGULAR MEETING
July 15, 2010

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Agreement with Ruben Manzanares, A & E Inspection Services for Division of the State Architect (DSA) Inspection Services for the New Middle School #5 Construction Project

GOAL: Strategy #4 – Facilities

BACKGROUND: State law requires that an inspector certified by the Division of the State Architect (DSA) be assigned to perform continuous inspections during the various phases of construction projects.

Staff reviewed proposals from several inspection firms and individuals, and recommends Ruben Manzanares, A & E Inspection Services based upon experience and quality of service.

The inspection fees are estimated to be a maximum of \$311,400 based on a 21 month construction duration. Awarding of inspection contracts is done to have a balanced pool of qualified inspectors necessary to meet DSA oversight requirements in a timely manner.

<u>Proposals Received</u>	
Joe Henderson	\$75.00
Ruben Manzanares, A & E Inspection Services	\$75.00
Don Preuit Consulting, Inc.	\$75.00

BUDGET IMPLICATIONS: \$311,400 – Bond Fund 21 Measure G

RECOMMENDATION: That the Board approve an agreement with Ruben Manzanares, A & E Inspection Services for Division of the State Architect (DSA) inspection services for the New Middle School #5 construction project.

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

**AGREEMENT FOR DSA INSPECTION SERVICES WITH RUBEN
MANZANARES, A & E INSPECTION SERVICES FOR THE NEW
MIDDLE SCHOOL #5 CONSTRUCTION PROJECT**

This AGREEMENT is made and entered into this 16th day of July in the year 2010, between Colton Joint Unified School District, hereinafter referred to as "DISTRICT", and Ruben Manzanares, A & E Inspection Services, hereinafter referred to as "INSPECTOR", do hereby contract and agree as follows:

(A) The INSPECTOR shall at all times be qualified and approved by the Division of the State Architect, Department of General Services, State of California, and shall at all times maintain proper qualifications, to perform the duties of and act as General Building Inspector on school building construction projects and modification of the type for which he/she agrees to perform inspection services.

(B) The INSPECTOR agrees to discharge the duties of an inspector as specified in California Education Code Sections 17309 and 17311 and Sections 4-333 and 4-342 of Title 24 of the California Code of Regulations. These duties include, but are not limited to, the following:

(1) General. The INSPECTOR shall act under the direction of the architect and registered engineer.

(2) Duties. The general duties of the INSPECTOR in fulfilling his/her responsibilities are as follows:

(a) Continuous Inspection Requirement. The INSPECTOR must have actual personal knowledge, pursuant to California Education Code Sections 17309 and 81141, obtained by his personal and continuous inspection of the work of construction in all stages of its progress, that the requirements of the approved plans and specifications are being completely executed.

Continuous inspection means complete inspection of every part of the work. Work, such as concrete work or brick work which can be inspected only as it is placed, shall require the constant presence of the INSPECTOR. Other types of work which can be completely inspected after the work is installed may be carried on while the INSPECTOR is not present. In any case, the INSPECTOR must personally inspect every part of the work. In no case shall the INSPECTOR have or assume any duties which will prevent him/her from providing continuous inspection.

(b) Relations with Architect and Engineer. The INSPECTOR shall work under the general direction of the architect or registered engineer. All inconsistencies or seeming errors in the plans and specifications shall be reported promptly to the architect or registered engineer for his

interpretation and instructions. In no case, however, shall the instruction of the architect or registered engineer be construed to cause work to be done which is not in conformity with approved plans, specifications, and change orders. Interpretations received by the INSPECTOR which cause deviations from the approved drawings and specifications shall be referred to the responsible architect for preparation of change orders to cover the required work.

(c) Job File. The INSPECTOR shall keep a file of approved plans and specifications (including all approved addenda or change orders) on the jobs at all times, and shall immediately return any unapproved documents to the architect for proper action. The inspector, as a condition of his employment, shall have and maintain on the jobs at all times, all codes and documents referred to in the plans and specifications.

(d) Inspector's Semimonthly Reports. The INSPECTOR shall keep the architect or registered engineer thoroughly informed as to the progress of the work by making semimonthly reports in writing as required in Section 4-342 of Title 24 of the California Code of Regulations. See also sample of semimonthly report in Appendix of Title 24 of the California Code of Regulations.

(e) Inspector's Daily Report to District. The INSPECTOR shall keep the DISTRICT thoroughly informed as to the progress of the work by submitting daily reports in writing to the DISTRICT.

(f) Notifications to Division of the State Architect. The INSPECTOR shall notify the Division of the State Architect:

(i) When work is started on the project.

(ii) At least 48 hours in advance of the time when foundation trenches will be complete, ready for footing forms.

(iii) At least 48 hours in advance of the first pour of concrete.

(iv) When work is suspended for a period of more than two weeks.

(g) Construction Procedure Records. The INSPECTOR shall keep a record of certain phases of construction procedure including, but not limited to, the following:

(i) Concrete pouring operations. The record shall show the time and date of placing concrete and the time and date of removal of forms in each portion of the structure.

(ii) Welding operations. The record shall include identification marks of welders, lists of defective welds, manner of correction of defects, etc.

(iii) Penetration under the last ten (10) blows for each pile when piles are driven for foundations.

All records of construction procedure shall be kept on the job until the completion of the work. All records kept by the INSPECTOR arising out of or in any way connected with the PROJECT shall be and remain the property of the DISTRICT.

A complete and accurate copy of all records kept or created by the INSPECTOR arising under or connected in any way to the PROJECT shall be furnished by the INSPECTOR to the DISTRICT immediately upon written demand by the DISTRICT.

(h) Deviations. The INSPECTOR shall notify the contractor, in writing, of any deviations from the approved plans and specifications which are not immediately corrected by the contractor when brought to his/her attention. Copies of such notice shall be forwarded immediately to the architect or registered engineer, and to the Division of the State Architect.

Failure on the part of the INSPECTOR to notify the contractor of deviations from the approved plans and specifications shall in no way relieve the contractor of any responsibility to complete the work covered by his/her contract in accordance with the approved plans and specifications and all laws and regulations.

(i) Verified Reports. The INSPECTOR shall make and submit to the Division of the State Architect verified reports pursuant to Section 3-342 of Title 24 of the California Code of Regulations. The INSPECTOR shall prepare and deliver to the Division of the State Architect detailed statements of fact regarding materials, operations, etc., when requested.

(j) Violations. Failure, refusal, or neglect on the part of the INSPECTOR to notify the contractor of any work which does not comply with the requirements of the approved plans and specifications, or failure, refusal, or neglect to report immediately, in writing, any such violation to the architect or registered engineer, to the school board, and to the Division of the State Architect shall constitute a violation of the Field Act and shall be cause for the Division of the State Architect to take action.

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

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

(ii) Comprehensive general and auto liability insurance with limits of not less than \$250,000 for contract amounts less than or equal to \$10,000 and limits of not less than \$500,000 for contract amounts greater than \$10,000 combined single limit, bodily injury and property damage liability per occurrence, including:

- a. Owned, non-owned and hired vehicles;
- b. Blanket contractual;
- c. Broad form property damage;
- d. Products/completed operations; and
- e. Personal injury.

(iii) Professional liability insurance, including contractual liability, with limits of \$1,000,000, per occurrence. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a reasonable period of time. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

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

policy of insurance in the name of and for the account of the INSPECTOR, and in such event, the INSPECTOR shall reimburse DISTRICT upon demand for the cost thereof.

(l) Assignment. INSPECTOR shall not assign or transfer this AGREEMENT or any interests of INSPECTOR herein without the prior written approval of the DISTRICT. Any such attempt by the INSPECTOR to assign or transfer this AGREEMENT or any of its interests herein without DISTRICT approval shall be void and of no force or effect. No individual person assigned to provide the services hereunder for the PROJECT may be changed or substituted without the prior written consent of the DISTRICT. Such consent may be given or withheld in the DISTRICT's absolute discretion.

(m) Administration. The INSPECTOR shall hire or perform itself any and all independent contractors and/or consultants needed to produce a clerically smooth product for the DISTRICT and for the INSPECTOR's routine correspondence with the DISTRICT. These clerical services shall be provided at no additional expense to the DISTRICT.

(n) Conflict of Interest. The INSPECTOR hereby represents, warrants and covenants that: (i) at the time of execution of this AGREEMENT, the INSPECTOR has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of services under this AGREEMENT; and (ii) the INSPECTOR shall not employ in the performance of services under this AGREEMENT any person or entity having such an interest.

(C) Compensation. The DISTRICT agrees to pay the INSPECTOR Seventy-Five Dollars (\$75.00) per hour for a Class I Project Inspector, Seventy Dollars (\$70.00) per hour for a Class I Assistant Inspector, Sixty-Five Dollars (\$65.00) per hour for a Class II Assistant inspector, Sixty Dollars (\$60.00) per hour for a Class III Assistant Inspector, Seventy Dollars (\$70.00) per hour for a Special Masonry Inspector and Seventy Dollars (\$70.00) per hour for a CWI Welding Inspector, for these services, payable upon monthly billings submitted by the INSPECTOR. This amount includes mileage, equipment necessary for completion of services and all other expenses related thereto.

(D) The INSPECTOR agrees to discharge the duties as set out in this contract in a manner satisfactory to the Division of the State Architect and the Architect retained by the DISTRICT. He/she shall devote each working day to the inspection of New Middle School #5.

(E) Term of Contract.

(1) The term of this contract shall be from July 16, 2010, until one of the following occurs:

- (a) The project or projects are completed;
- (b) The project or projects are suspended or abandoned prior to completion as provided in Section (F) of this contract;
- (c) Funding for the Project is not received or denied by the State Allocation Board or Office of Public School Construction; or
- (c) The DISTRICT decides that the INSPECTOR's performance under the contract is unsatisfactory as provided in Section (F) of this contract.

(F) Termination. This AGREEMENT may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of the INSPECTOR; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

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

(2) In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Paragraph (F)(3) below, and INSPECTOR shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by INSPECTOR.

(3) This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to INSPECTOR. In the event of a termination without cause, the DISTRICT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the INSPECTOR for Board approved extra services.

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

(G) Independent Contractor. INSPECTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. The INSPECTOR understands and agrees that INSPECTOR and all of INSPECTOR's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. The INSPECTOR assumes the full responsibility for the acts and/or omissions of the INSPECTOR's employees or agents as they relate to the services to be provided under this AGREEMENT. The INSPECTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective INSPECTOR's employees.

(H) Hold Harmless. To the fullest extent permitted by law, the INSPECTOR agrees to indemnify, defend and hold DISTRICT entirely harmless from all liability arising out of:

(1) Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to the INSPECTOR's employees or the INSPECTOR's subcontractor's employees arising out of INSPECTOR's work under this AGREEMENT; and

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

(3) Any loss, injury to or death or persons or damage to property caused by any act, neglect, default or omission of the INSPECTOR, or any person, firm or corporation employed by the INSPECTOR, 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 PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

INSPECTOR, at INSPECTOR's own expense, cost, and risk, shall defend any and all claims, 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 and judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

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

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

(K) This AGREEMENT shall be governed by the laws of the State of California.

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

The parties, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

INSPECTOR:

DISTRICT:

Ruben Manzanares, A & E Inspection
Services

Colton Joint Unified School District

By: _____

By: _____

RUBEN G. MANZANARES
A & E INSPECTION SERVICES
P.O. BOX 745 Beaumont, Ca. 92223
Phone No. (909) 845-1783

June 1, 2010

Owen Chang, Facilities Planning & Construction
Colton Joint Unified School District
851 S. Mt. Vernon Avenue, Suite 8
Colton, CA 92324-3926

Re: Inspection services for **New Middle School #5**

Dear Owen Chang,

Please accept this Proposal for your upcoming **New Middle School #5** project. A & E Inspection Services offers Project Inspectors, Assistant Inspectors, Special Masonry Inspection and CWI Field Welding Inspectors at the following hourly rates with a four (4) hour minimum per site visit.

<u>Inspector</u>	<u>Reg. hours</u> <u>7:00am - 4:00pm</u>	<u>After hours</u> <u>after 4:00pm</u>	<u>Sundays</u> <u>& Holladay's</u>
Class 1 Project Inspector	\$75.00 per hour	\$112.50	\$150.00
Class 1 Assistant Inspector	\$70.00 per hour	\$105.00	\$140.00
Class 2 Assistant Inspector	\$65.00 per hour	\$101.50	\$130.00
Class 3 Assistant Inspector	\$60.00 per hour	\$ 90.00	\$120.00
Special Masonry Inspector	\$70.00 per hour	\$105.00	\$140.00
CWI (Field) Inspector	\$70.00 per hour	\$105.00	\$140.00

A & E Inspection Services has been advised that this project will proceed in phases with the first phase consisting of the masonry site wall. We believe that a Special Masonry Inspector can be assigned to the project with the Project Inspector being utilized on as needed bases until such time that the construction activities or code requires that the inspections by the Project Inspector be constant. Special inspections and reporting on drilled-in expansion bolts or chemical-type anchors in concrete will be performed by the A & E Inspection team at no additional cost to the District. Pull tests, sampling and in-plant welding inspections are not a part of this proposal.

Should you have any questions or require any additional information please feel free to call me at (909) 906-1538 or at my office.

Sincerely,



Ruben G. Manzanares
A & E Inspection Services

BOARD AGENDA

REGULAR MEETING
July 15, 2010

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Designated Authorized Agent for CJUSD – July 15, 2010 - Until Rescinded

GOAL: Budget Planning

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: Education Code #35161 for the State of California authorizes Districts to delegate designated officers as authorized agents. Attached is a matrix, which outlines the duties and the employees, authorized as agents for the District.
County Form #
#1 (Board Delegation-Certify/Attest Board Action),
#2 (Board Delegation-Authorized Agent Status),
#3 (Board Delegation-Blanket Contract Authorization),
#4 (Board Delegation-Termination Thereof)
#6 (Revolving Cash Fund-Establishment or Change),
#9 (Special Activity - Regular Education Program),
#10 (Special Programs-Authorized Expenses), &
#21 (Personnel Policy - Awards).

BUDGET IMPLICATIONS: None

RECOMMENDATION: That the Board approve the designated authorized agents for Colton Joint Unified School District – July 15, 2010 until rescinded.

ACTION: On motion of Board Member _____ and _____, the Board approved designated authorized agents for Colton Joint Unified School District – July 15, 2010 until rescinded.

San Bernardino County Superintendent of Schools
Authorized Signature Listing – As of July 15, 2010 - Until Rescinded

County Form No.	ORDERS				NOTICE OF EMPL.				OTHER				ACTIV. PROGRAMS				PERS. POLICY AWARDS
	1	2	2	2	2	2	2	2	2	2	2c	3	6	9	10	21	
School District *** 213 COLTON ***	Bd/Min	A P	P R	"S" Acct	Cert	Class	Student	PO Limit	Jrnl Entr	Inter Fund Tfr	Budg Tfr	OCS Key Issued	Contract Limit/ Duration	RCF Cust	Sp. Activity Req.Ed. Prog	Special Programs	EdCode 44015 LO 84-2, LO 84-6
James A. Downs, Superintendent	X	X	X	X	X	X	X	X none	X	X	X		X none	X	X	X	X
Board of Education, President	X										X		X				
Board of Education., Clerk	X										X		X				
Jaime R. Ayala, Assistant Superintendent, Business Services Division	X	X	X	X	X	X	X	X none	X	X	X		X none	X	X	X	X
Molly Gainey-Stanley, Assistant Superintendent, Educational Services Division					X	X	X									X	
Jerry Almendarez, Assistant Superintendent Human Resources Division.					X	X	X									X	X
David (Dave) R. Beeson, Purchasing Manager								X \$150,000 limit					X \$150,000 limit				
Susan Schaller, Director of Fiscal Services		X	X	X				X \$50,000 limit	X	X	X	X		X	X		
Lucy Bracamonte, Fiscal Services Manager		X	X	X					X	X	X	X		X			
Diana Herington, Nutrition Services Manager		X			Nutrition Service Fund			X none	X	X	X	X					
I certify, under penalty of perjury, the foregoing statements to be true and correct.																	
Signature: Governing Board Designee _____ Title _____ Frank A. Ibarra, Vice President of the Governing Board of the Colton Joint Unified School District _____ Date _____																	

COUNTY FORM NO. 1
REGULAR AUDIT
DISTRICT FINANCIAL SERVICES DIVISION
COUNTY OF SAN BERNARDINO

CERTIFICATION OF BOARD MINUTES

SCHOOL DISTRICT: COLTON JOINT UNIFIED SCHOOL DISTRICT

SUBJECT MATTER: BOARD DELEGATION – CERTIFY/ATTEST BOARD ACTION

DATE OF ACTION: July 15, 2010

IN ACCORDANCE WITH PROVISIONS OF LEGAL CODES FOR THE STATE OF CALIFORNIA, THE GOVERNING BOARD OF THE ABOVE NAMED SCHOOL DISTRICT/COMMUNITY COLLEGE DISTRICT, HEREBY APPROVES AND ADOPTS THE ACTION DESCRIBED BELOW:

As per Ed. Code 35250, the governing board of every school/community college district shall certify or attest to actions taken by the governing board whenever such certification or attestation is required for any purpose.

As per Ed. Code 35161, the individual(s) named below are delegated to certify or attest governing board action.

☐ ADD

☒ ADD

☐ ADD

☒ DELETE

☐ DELETE

☒ DELETE

Marge Mendoza-Ware
NAME

Mel Albiso
NAME

Kent Taylor
NAME

President, Board of Education
TITLE

President, Board of Education
TITLE

Clerk, Board of Education
TITLE

July 1, 2010
FISCAL YEAR

July 1, 2010 - Until Rescinded
FISCAL YEAR

July 1, 2010
FISCAL YEAR

SIGNATURE

SIGNATURE

SIGNATURE

AUTHORITY: X EDUCATION CODE

GOVERNMENT CODE

PUBLIC CONTRACT CODE

OTHER: LEGAL OPINON

SECTION: 35161, 72600, 35250
SECTION: _____
SECTION: _____
SECTION: _____

SUPPORTIVE DATA: BOARD MINUTES OF ACTION DESIGNATING SAME.

I CERTIFY, UNDER PENALTY OF PERJURY, THE FOREGOING STATEMENTS TO BE TRUE AND CORRECT.

SIGNATURE: GOVERNING BOARD DESIGNEE

TITLE

DATE

COUNTY FORM NO. 2
REGULAR AUDIT
DISTRICT FINANCIAL SERVICES DIVISION
COUNTY OF SAN BERNARDINO

CERTIFICATION OF BOARD MINUTES

SCHOOL DISTRICT: COLTON JOINT UNIFIED SCHOOL DISTRICT

SUBJECT MATTER: BOARD DELEGATION-AUTHORIZED AGENT STATUS

DATE OF ACTION: July 15, 2010

IN ACCORDANCE WITH PROVISIONS OF LEGAL CODES FOR THE STATE OF CALIFORNIA, THE GOVERNING BOARD OF THE ABOVE NAMED SCHOOL DISTRICT/COMMUNITY COLLEGE DISTRICT, HEREBY APPROVES AND ADOPTS THE ACTION DESCRIBED BELOW:

NAME OF AUTHORIZED AGENT: David (Dave) R. Beeson

TITLE OF AUTHORIZED AGENT: Manager, Purchasing

ACTUAL SIGNATURE OF AUTHORIZED AGENT: _____

AUTHORIZATION RELATES TO DOCUMENTS NOTED BELOW:

☐ DISTRICT ORDERS (AND RELATED JOURNAL ENTRIES)

☐ PAYROLL ORDERS (AND RELATED JOURNAL ENTRIES)

☐ VOLUNTARY PAYROLL DEDUCTIONS (PAY620)

☐ NOTICES OF EMPLOYMENT FOR CERTIFICATED EMPLOYEES

☐ NOTICES OF EMPLOYMENT FOR CLASSIFIED EMPLOYEES

☐ NOTICES OF EMPLOYMENT FOR STUDENTS AND TEMPORARY EMPLOYEES

☒ PURCHASE ORDERS :

MONETARY LIMITATION: \$150,000 *FISCAL YEAR:* July 1, 2010 - Until Rescinded

☒ CONTRACTS:

MONETARY LIMITATION: \$150,000 *FISCAL YEAR:* July 1, 2010 - Until Rescinded

NO CONTRACT APPROVED PURSUANT TO THIS DELEGATION SHALL BE VALID UNTIL SUCH APPROVAL HAS BEEN RATIFIED BY THE GOVERNING BOARD OF THE SCHOOL DISTRICT.

NOTE: IF NO LIMITATIONS ARE TO APPLY TO THE DELEGATION NOTED ABOVE, PLEASE INDICATE 'NONE' IN THE BLANK SPACES PROVIDED.

☐ JOURNAL ENTRIES (FOR THOSE NOT AUTHORIZED FOR DISTRICT OR PAYROLL ORDERS)

☐ INTERFUND TRANSACTIONS

☐ BUDGET TRANSFERS

☐ OTHER BOARD DELEGATED AUTHORITY, PLEASE SPECIFY _____

AUTHORITY:	<u>X</u>	EDUCATION CODE	SECTION:	<u>17604, 17605, 35161, 81655</u>
	<u>X</u>	EDUCATION CODE	SECTION:	<u>42603</u>

I CERTIFY, UNDER PENALTY OF PERJURY, THE FOREGOING STATEMENTS TO BE TRUE AND CORRECT.

SIGNATURE: GOVERNING BOARD DESIGNEE	TITLE	DATE
<small>(CANNOT SELF-CERTIFY UNLESS NO OTHER INDIVIDUAL HAS CO. FORM 1 AUTHORITY)</small>		

BOARD AGENDA

REGULAR MEETING
July 15, 2010

ACTION ITEM

TO: Community Facilities District No. 2 Board

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

SUBJECT: Designation of Authorized Agents – Community Facilities District No. 2

GOAL: Budget Planning

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: It is recommended that the Board designate the following administrators of the Colton Joint Unified School District as authorized agents to sign on behalf of the members of Community Facilities District No. 2 until changed.

- James A. Downs, Superintendent
- Jaime R. Ayala, Assistant Superintendent, Business Services Division

BUDGET IMPLICATIONS: None

RECOMMENDATION: That the Board approve the designation of authorized agents for Community Facilities District No. 2 as presented.

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

BOARD AGENDA

REGULAR MEETING
July 15, 2010

ACTION ITEM

TO: Community Facilities District No. 3 Board

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

SUBJECT: *Adoption of Resolution 10-25 CFD-3, Establishing the Annual Special Tax Levy for Fiscal Year 2010-11 for Community Facilities District No. 3*

GOAL: Facilities/Support Services/Budget Planning

STRATEGIC PLAN: Strategy #4 - Facilities

BACKGROUND: The District, by Ordinance No. 06-18, as authorized by Section 53345.3 of the Government Code of the State of California, has authorized the levy of special taxes to pay for public facilities and services, including costs and expenses related thereto, that benefit the District. Attached are the following documents:

- Resolution 10-25 CFD-3 – Establishing the Annual Special Tax Levy for Fiscal Year 2010-11 for Community Facilities District No.3
- Boundary Map
- Annual Special Tax Rates for Fiscal Year 2010-11 (Special Tax Rates do not exceed the rates authorized by the Ordinance and are not in excess of the rates approved by the qualified electors of the District)

The deadline for this information to reach the San Bernardino County Office of Assessor is August 2010.

BUDGET IMPLICATIONS: No impact on the General Fund. Special taxes are deposited in CFD-3 to pay debt service on the bonds issued.

RECOMMENDATION: That the Board adopt Resolution 10-25 CFD-3, establishing the annual special tax levy for fiscal year 2010-11 for the Community Facilities District No. 3.

ACTION: On motion of Board Member _____ and _____, the Board the Board adopted Resolution 10-25 CFD-3, establishing the annual special tax levy for fiscal year 2010-11 for the Community Facilities District No. 3.

RESOLUTION NO. 10-25 C.F.D. No. 3

RESOLUTION OF THE BOARD OF EDUCATION OF THE COLTON JOINT UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 3 OF THE COLTON JOINT UNIFIED SCHOOL DISTRICT (BONITA RIDGE) AUTHORIZING AND PROVIDING FOR THE LEVYING OF SPECIAL TAXES WITHIN SAID DISTRICT

WHEREAS, on August 17, 2006, the Board of Education of the Colton Joint Unified School District (the "Board of Education") adopted Resolution Nos. 06-11 and 06-12 stating its intention to form Community Facilities District No. 3 of the Colton Joint Unified School District (Bonita Ridge) ("Community Facilities District No. 3" or the "District") therein and incur bonded indebtedness in an aggregate principal amount not to exceed \$7,000,000, all pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act") and levy special taxes for the purpose of financing the construction, purchase, modification, expansion, improvement or rehabilitation of school facilities (the "Facilities"), and including all incidental expenses related thereto, which include the cost of engineering, planning and designing the facilities, the costs of forming the District, issuing bonds and levying and collecting a special tax within the District (the "Incidental Expenses"); and

WHEREAS, on September 21, 2006, the Board of Education adopted Resolution Nos. 06-15 and 06-16 which established Community Facilities District No. 3, authorized the levy of a special tax within Community Facilities District No. 3 and called an election within the District for September 21, 2006 on the propositions of levying a special tax, authorizing the issuance of bonds and establishing an appropriations limit; and

WHEREAS, on September 21, 2006, an election was held within the District at which the qualified electors within the District approved by more than a two-thirds vote the propositions of levying a special tax, authorizing the issuance of bonds and establishing an appropriations limit as set forth in Resolution No. 06-15 and Resolution No. 06-16; and

WHEREAS, on September 21, 2006, the Board of Education adopted Resolution No. 06-17 which certified the results of the September 21, 2006 election within the District conducted by the Clerk of the Board of Education of the School District, which results showed that more than two-thirds of the votes cast were in favor of the propositions to levy the special tax, issuing bonds and establishing an appropriations limit;

WHEREAS, following the election, the Board of Education, acting as the legislative body of the District, adopted Ordinance No. 06-18 on October 5, 2006 ("Ordinance") which provided for the levying and collection of special taxes within the District, as provided in the Act and in accordance with the rate and method of apportionment set forth in Attachment "B" to Resolution No. 06-15 (the "Rate and Method"); and

WHEREAS, it is now necessary and appropriate that the Board of Education levy and collect the special taxes for Fiscal Year 2010-2011, by the adoption of a resolution as specified by the Act and Ordinance;

NOW, THEREFORE, the Board of Education of the Colton Joint Unified School District acting as the legislative body of Community Facilities District No. 3 of the Colton Joint Unified School District (Bonita Ridge), does hereby resolve, order and determine as follows:

Section 1. In accordance with the Act and Ordinance, there is hereby levied upon all properties within the District which are not otherwise exempt from taxation under the Act or Ordinance the special taxes for Fiscal Year 2010-2011 set forth in the Ordinance at the tax rates as set forth therein and in Exhibit "A" hereto, as may be amended without further action of the Board to reflect updated information on assessor's parcel numbers from the County of San Bernardino. The Assistant Superintendent of Business Services is hereby authorized and directed to establish the final rates to be levied, which final rates shall not exceed the maximum rates set forth in the Rate and Method.

Section 2. The above-authorized special taxes shall be collected in the same manner as ad valorem property taxes on the secured roll by the Treasurer-Tax Collector of the County of San Bernardino and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for such ad valorem taxes.

Section 3. The Clerk and Assistant Superintendent of Business Services, are hereby authorized to transmit a certified copy of this Resolution to the San Bernardino County Auditor-Controller, together with other supporting documentation as may be required in order to place said special taxes on the secured property tax roll for Fiscal Year 2010-2011 and to perform all other acts which are required by the Act, Ordinance or by-law in order to accomplish the purpose of this Resolution.

PASSED AND ADOPTED by the Board of Education of the Colton Joint Unified School District this 15th day of July, 2010, by the following vote:

AYES: _____

ABSENT: _____

NAYS: _____

ABSTAIN: _____

President of the Board of Education

ATTEST:

Clerk of the Board of Education

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)

I, _____, Secretary of the Board of Education of the Colton Joint Unified School District, County of San Bernardino, State of California, do hereby certify that the foregoing is a true copy of a Resolution adopted by said Board at a regular meeting thereof, at the time and by the vote therein stated, which original Resolution is on file in the office of said Board.

Date

Secretary of the Board of Education

EXHIBIT A
FISCAL YEAR 2010-11 SPECIAL TAX LEVY

**Colton Joint Unified School District
Community Facilities District No. 3
Fiscal Year 2010/2011 Levy Summary**

Annual Special Tax Rates

Tax Class	Building Square Footage	Number of Units/Acres	Average Annual Special Tax Rate	Total Annual Special Taxes
1	< 1,700	38 Units	\$1,139.14 per Unit	\$43,287.32
2	1,700 - 2,100	50 Units	\$1,276.44 per Unit	\$63,822.00
3	2,101 - 2,600	49 Units	\$1,493.28 per Unit	\$73,170.72
4	2,601 - 2,900	18 Units	\$1,652.28 per Unit	\$29,741.04
5	2,901 - 3,000	20 Units	\$1,746.24 per Unit	\$34,924.80
6	> 3,000	19 Units	\$1,818.50 per Unit	\$34,551.50
<i>Developed Property</i>		<i>194 Units</i>	<i>NA</i>	<i>\$279,497.38</i>
<i>Undeveloped Property</i>		<i>0.0000 Acres</i>	<i>\$0.00 per Acre</i>	<i>\$0.00</i>
Total				\$ 279,497.38

TR 14244-2

TRACT MAP NO. 14244
IN THE CITY OF FONTANA,
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
BEING A SUBDIVISION OF A PORTION OF PARCEL 'A' PER CERTIFICATE OF COMPLIANCE
FOR LOT LINE ADJUSTMENT NO. 05-005, RECORDED APRIL 26, 2005 AS INSTRUMENT
NO. 2005-0290381, OFFICIAL RECORDS, RECORDS OF SAN BERNARDINO COUNTY,
WITHIN EAST HALF SECTION 36, TOWNSHIP 1 SOUTH,
RANGE 6 WEST, S.B.M.

DONALD R. GORDEN
MAY
R.C.E. 24725
2004



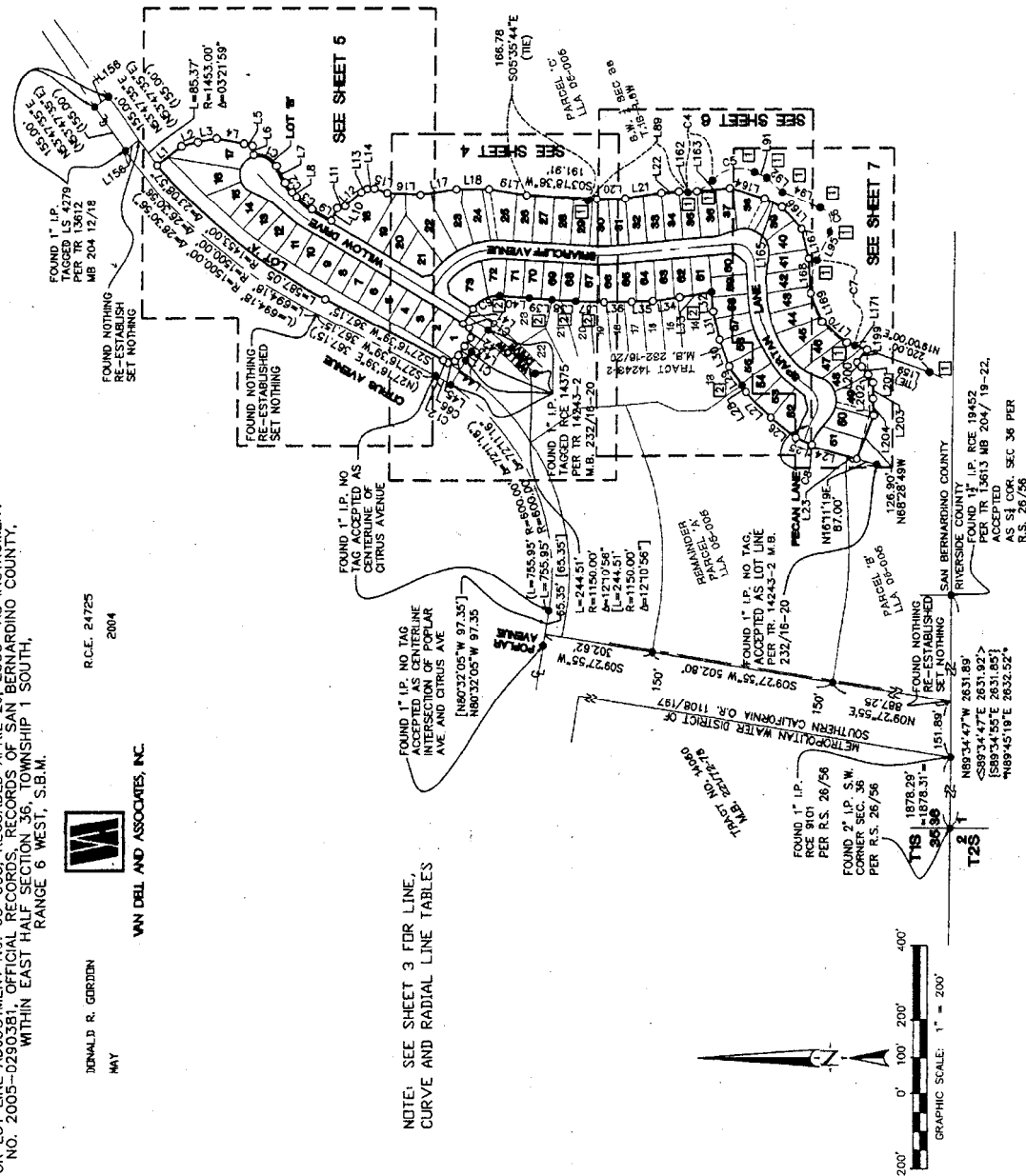
VAN DEL AND ASSOCIATES, INC.

SURVEYOR'S NOTES

- INDICATES FOUND MONUMENT AS SHOWN.
- RECORDS SEARCHED, FOUND NOTHING, RE-ESTABLISHED AT THE RECORD LOCATION PER TR. 13613 M.B. 204/19-22, PER TR. 14243-2 M.B. 232/16-20 AND PER L.A. 04-023, 1" IRON PIPE TAGGED "RCE 24725". LEAD AND TACK TAGGED "RCE 24725" OR A 6" SPIKE AND WASHER STAMPED "RCE 24725" TO BE SET UNLESS OTHERWISE NOTED.
- △ INDICATES 1" IRON PIPE TAGGED RCE 24725 TO BE SET FLUSH, UNLESS OTHERWISE NOTED.
- [1] INDICATES FOUND 1" I.P. TAGGED LS 4279 PER TR. 13613 M.B. 204/19-22 AND PER CERTIFICATE OF CORRECTION RECORDED APRIL 21, 1989 AS INSTRUMENT NO. 89-142837.
- [2] INDICATES FOUND 1" I.P. TAGGED RCE 14375 PER TR. 14243-2 M.B. 232/16-20.
- SET 1" I.P. TAGGED "RCE 24725" FLUSH AT ALL REAR LOT CORNERS.
- SET LEAD & TAG "RCE 24725" ON TOP OF CURB FOR REFERENCE TO LOT CORNERS ADJACENT TO STREETS, ON LOT LINE PROLONGATION, EXCEPT AT CORNER CUTBACKS AND STREET CURVE ALIGNMENT POINTS.
- ALL EXISTING EASEMENTS SHOWN ARE LOCATED BY BEST AVAILABLE RECORD AND NOT BY ANY SURVEY TO DATE.
- < > INDICATES RECORD DATA PER TRACT MAP NO. 13613 M.B. 204/19-22.
- () INDICATES RECORD DATA PER TRACT NO. 13612 M.B. 204/12-18.
- [] INDICATES RECORD DATA PER TRACT NO. 14243-2 M.B. 232/16-20.
- [] INDICATES RECORD DATA PER RS 46/83-86.
- • INDICATES RECORD DATA PER RECORD OF SURVEY RS 26/56.
- - INDICATES RECORD DATA PER TRACT NO. 13610 M.B. 204/36-38.
- P.U.E. INDICATES PUBLIC UTILITY EASEMENT.

NOTE:
ALL PERIMETER BEARINGS AND DISTANCES MATCH RECORD DATA PER TRACT NO. 13613, M.B. 204/19-22 AND TRACT 14243-2 M.B. 232/16-20. THE RECORD DATA PER TRACT NO. 13613, M.B. 204/19-22, PER TRACT 14243-2 M.B. 232/16-20, AND PER L.A. 04-023, 1" IRON PIPE TAGGED "RCE 24725". LEAD AND TACK TAGGED "RCE 24725" OR A 6" SPIKE AND WASHER STAMPED "RCE 24725" TO BE SET UNLESS OTHERWISE NOTED.

THE BASIS OF BEARINGS IS BASED UPON THE BEARING OF N89°34'47"W FOR THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 6 WEST, S.B.M. THE BEARING OF N89°34'47"W IS BASED UPON TRACT NO. 13610, RECORDED IN BOOK 20, PAGES 86-38 OF MAPS, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY.



BOARD AGENDA

REGULAR MEETING
July 15, 2010

ACTION ITEM
First Reading

TO: Board of Education

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

SUBJECT: **Approval of Proposed Amendment to Board Policy and Administrative Regulation):**
BP 6146 Graduation Requirements

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy # 2 - Curriculum

BACKGROUND: Current Board Policy require that 230 units be completed in designated areas in order to earn a high school diploma from Colton Joint Unified School District. Most of the surrounding districts require 220 units of credit. The current credit requirement creates an unnecessary barrier for student in our district and impedes our efforts to raise our graduation rate, a key element in our efforts to exit District Program Improvement status. The Board Policy amendment to **begin with the class of 2014** would reduce the credit requirement for high school graduation to 220 units (200 in the two alternative programs) and would include minor adjustments in policy language reflective of the unit requirements. Proposed changes include:

BP 6146.1.f	Remove Computer Literacy
BP 6146.1.h	Reduce Elective Credits to 80
BP 6146.1.j	Revise total credits to 220
BP 6146.1.2.a	Revise total credits for Slover Mt. High School program to 200
BP 6146.1.3.a	Revise total credits for Washington Alternative High School to 200
AR 6146.1.f	Remove Computer Literacy
AR 6146.1.h	Reduce Elective Credits to 80

RECOMMENDATION: That the Board approve the proposed amendment to Board Policy and administrative regulation:
BP 6146 Graduation Requirements

ACTION: On motion of board member _____ and _____ the Board approved the amendment to board policy and administrative regulation as presented.

Proposed Amendment to Existing Policy
First Reading

INSTRUCTION

6000

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 Science 30 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

**Proposed Amendment to Existing Policy
First Reading**

INSTRUCTION

6000

GRADUATION REQUIREMENTS- continued

6146.1

- 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.

- 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 Education 20 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: **80 ~~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 220 ~~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

Proposed Amendment to Existing Policy
First Reading

INSTRUCTION

6000

GRADUATION REQUIREMENTS- continued

6146.1

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 200 ~~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.

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 200 ~~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)

Proposed Amendment to Existing Policy
First Reading

INSTRUCTION

6000

GRADUATION REQUIREMENTS- continued

6146.1

3. ADULT EDUCATION – Washington Alternative High School- continued

- 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*
- 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

Proposed Amendment to Existing Policy
First Reading

INSTRUCTION	6000
<u>GRADUATION REQUIREMENTS- continued</u>	6146.1

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

- 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.

**Proposed Amendment to Existing Policy
First Reading**

INSTRUCTION

6000

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.

Proposed Amendment to Existing Policy
First Reading

INSTRUCTION

6000

ADMINISTRATIVE REGULATION

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 –

<u>a. English....</u>	<u>40 Semester Credits (10 from each year)</u>
First Year	English 1 Honors English I English 1- Intensive SDC English 1
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
<u>b. History/ Social Science</u>	<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

Proposed Amendment to Existing Policy
First Reading

INSTRUCTION

6000

<u>c. Science.....</u>		<u>20 Semester Credits (10 from each section)</u>	
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	
<u>d. Math.....</u>		<u>20 Semester Credits</u>	
Calculus		Algebra 1 **	
		SDC Algebra 1	
		Geometry	
		SDC Geometry	
		Honors Geometry	**Algebra I may count for high school math credit if taken in grades 9-12.
		Algebra II	
		Honors Algebra II	
		Pre-Calculus	
		Honors Calculus	
		AP Statistics	
		AP Calculus AB	
		AP Calculus BC	
<u>e. Visual & Performing Arts..</u>		<u>10 Semester Credits (of <i>Either</i> section e or section f)</u>	
	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		

Proposed Amendment to Existing Policy
First Reading

INSTRUCTION	6000
GRADUATION REQUIREMENTS- continued	6146.1

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: **80 ~~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.

Proposed Amendment to Existing Policy
First Reading

INSTRUCTION

6000

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.

Proposed Amendment to Existing Policy
First Reading

INSTRUCTION

6000

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.

When 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.

Amended 5/22/08

BOARD AGENDA

REGULAR MEETING
July 15, 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 Board Policy:
6146.1 Graduation Requirements

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy # 2 – Curriculum

BACKGROUND: Current Board Policy requires 210 units, to be completed in designated areas, in order to earn a high school diploma from the Colton Adult Education program. The State requires a minimum of 130 units of credit, and most of the surrounding districts require 180 units of credit. This has put students who come to Colton to complete their unit requirements at a disadvantage, and created an unnecessary barrier for those students who need or wish to complete their high school graduation requirements through this program. The Board Policy amendments would reduce the credit requirement to 180 units and would include minor adjustments in policy language reflective of the unit requirement. Proposed changes include:

BP 6146.1.3 Adult Education Diploma information changes
BP 6146.1.3.a Adult Education Semester Credits
BP 6146.1.3.f Waives PE units for Adult Education Diploma

RECOMMENDATION: That the Board approve the proposed amendment to Board Policy:
6146.1 Graduation Requirements

ACTION: On a motion by Board member _____ and _____, the Board approved the proposed amendment to Board Policy 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 Science 30 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

GRADUATION REQUIREMENTS- continued

6146.1

- 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.

- 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 Education..... 20 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).

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
Second	10
Third	11
Fourth	12

GRADUATION REQUIREMENTS- continued

6146.1

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.

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.

- c) 10 Semester credits must be earned in residence.

3. ADULT EDUCATION – Washington Alternative High School

The **core** requirements for graduation from Adult Education are the same as those for the comprehensive high schools **with the following exceptions:**

- a) A student must have successfully earned ~~210~~ **180** 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:
 - i. The specific experience parallels classes offered in the secondary schools
 - ii. 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) **Physical Education units are waived and not required** (*Education Code 51241*)
~~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)~~

GRADUATION REQUIREMENTS- continued

6146.1

3. ADULT EDUCATION – Washington Alternative High School- continued

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:

1. Students must have successfully earned 210 semester credits
2. 10 Semester credits must be earned in residence
3. Credit may be earned concurrently at other secondary schools with ADA to be generated from only one school/program
4. Semester credits beyond the required 20 semester credits in physical education may not be included as electives in the 210 semester credits.

5. ACCEPTABLE and 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*
- 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.

BOARD AGENDA

REGULAR MEETING

July 15, 2010

ACTION ITEM

Second Reading

TO: Board of Education

PRESENTED BY: James A. Downs, Superintendent

SUBJECT: Approval of Substitution of Board Bylaws:
BB 9322 Agenda (replaces BB 1215; BB 1245)
BB 9323 Meeting Conduct (replaces BB 1235; BB 1255)

GOAL: Community Relations

STRATEGIC PLAN: Strategy #1 – Communication

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

RECOMMENDATION: That the Board approve the substitution of Board Bylaws:
BB 9322 Agenda (replaces BB 1215; BB 1245)
BB 9323 Meeting Conduct (replaces BB 1235; BB 1255)

ACTION: On motion of Board Member _____ and _____ the Board approve the substitution of the Board Bylaws, as presented.

AGENDA/MEETING MATERIALS

BB 9322

Agenda Content

Governing Board meeting agendas shall state the meeting time and place and shall briefly describe each business item to be transacted or discussed, including items to be discussed in closed session (*Government Code 54954.2*)

The agenda shall provide members of the public the opportunity to address the Board on any agenda item during the public comment portion of the meeting. The agenda shall also provide members of the public an opportunity to testify at regular meetings on matters which are not on the agenda but which are within the subject matter jurisdiction of the Board. (*Education Code 35145.2; Government Code 54954.3*)

Each meeting shall list the address designated by the Superintendent or designee for public inspection of agenda documents that have been distributed to the Board less than 72 hours before the meeting. (*Government Code 54957.5*)

The agenda shall specify that an individual who requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting should contact the Superintendent or designee.

Agenda Preparation

The Board president and the Superintendent, as secretary to the Board, shall work together to develop the agenda for each regular and special meeting. Each agenda shall reflect the district's vision and goals and the Board's focus on student learning.

If a member of the Board, the Board itself, or a member of the public desire to have a matter placed on the agenda for a future meeting, any such persons may raise the matter at a public meeting. The Board may, by approval of the president and consensus of two or more members, without formal board action:

1. Provide a reference to staff or other resources for factual information.
2. Request staff to report back to the Board at a subsequent meeting concerning any matter, or
3. Direct staff that the matter be placed on the agenda for a subsequent meeting. Members of the public may request a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request shall be in writing and submitted to the Superintendent or designee with supporting documents and information, if any, at least ten days before the scheduled meeting date. Items submitted less than ten days before the scheduled meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue.

The Board president and Superintendent shall determine whether a request is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, the Board president and Superintendent shall determine if the item is merely a request for information or whether the issue is covered by an existing policy or administrative regulation before placing the item on the agenda.

The Board president and Superintendent shall decide whether an agenda item is appropriate for discussion in open or closed session, and whether the item should be an action item subject to Board vote, an information item that does not require immediate action, or a consent item that is routine in nature and for which no discussion is anticipated.

AGENDA/MEETING MATERIALS, continued

BB 9322

Any Board action that involves borrowing \$100,000 or more shall be discussed, considered and deliberated upon as a separate item of business on the meeting agenda. (*Government Code 53635.7*)

All public communications with the Board are subject to requirements of relevant Board policies and administrative regulations.

Consent Items

In order to promote efficient meetings, the Board may act upon more than one item in a single vote through the use of a consent agenda. Consent items shall be items of a routing nature or items for which no Board discussion is anticipated and for which the Superintendent recommends approval.

In accordance with law, the public has a right to comment on any consent item. At the request of any member of the Board, any item on the consent agenda shall be removed and given individual consideration for action as a regular agenda item.

Agenda Dissemination to Board Members

At least three days before each regular meeting, a copy of the agenda and agenda packet shall be forwarded to each Board member, including minutes to be approved and other available documents pertinent to the meeting.

When special meetings are called, the Superintendent or designee shall make every effort to distribute the agenda and supporting materials before each meeting. Individual members may confer directly with the Superintendent or designee to request additional information on agenda items.

Agenda Dissemination to Members of the Public

The Superintendent or designee shall mail a copy of the agenda or a copy of all the documents constituting the agenda packet to any person who requests the items. The materials shall be mailed at the time the agenda is posted or upon distribution of the agenda to a majority of the Board, whichever occurs first. (*Government Code 54954.1*)

If a document is distributed to the Board less than 72 hours prior to a meeting, the Superintendent or designee shall make the document available for inspection at the time the document is distributed to the majority of the Board provided that the document is a public record under the Public Records Act and related to an agenda item for an open session of a regular Board meeting. The Superintendent or designee may also post the document on the district's web site in a position and manner that makes it clear that the document related to an agenda item for an upcoming meeting. (*Government Code 54957.5*)

Any documents prepared by the district or the Board and distributed during a public meeting shall be made available for public inspection at the meeting. Any documents prepared by another person shall be made available for public inspection after the meeting. These requirements shall not apply to a document that is exempt from public disclosure under the Public Records Act. (*Government Code 54957.5*)

Upon request, the Superintendent or designee shall make the agenda, agenda packets, and/or any writings distributed at the meeting available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. (*Government Code 54954.1*)

AGENDA/MEETING MATERIALS, continued

BB 9322

Any request for mailed copies of agendas or agenda packets shall be in writing and shall be valid for one calendar year in which it is filed. Written requests must be renewed following January 1 of each year. (*Government Code 54954.1*)

*Legal Reference**EDUCATION CODE**35144 Special meetings**35145 Public meetings**35145.5 Right of public to place matters on agenda**GOVERNMENT CODE**6250-6270 Public Records Act**53635.7 Separate item of business**54954.1 Mailed agenda of meeting**54954.2 Agenda posting requirements; board actions**54954.3 Opportunity of public to address legislative body**54954.5 Closed session item descriptions**54956.5 Emergency meetings**54957.5 Public Records**UNITED STATES CODE, TITLE 42**12101-12213 Americans with Disabilities Act**CODE OF FEDERAL REGULATIONS, TITLE 28**35.160 Effective Communications**36.303 Auxiliary aids and services*Proposed **06/24/2010**

REGULAR MEETINGS

1215

Regular meetings of the Board are open to the public but are not public meetings. The place, frequency and time of these meetings shall be set by the Board at its annual meeting in December. Citizens are urged to attend. The Board, upon the vote of a majority, may adjourn any meeting at any place in the agenda, providing an adjourned meeting has been set.

Willful Interruption of Board Meetings

In the event that any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by removal of individuals who are willfully interrupting the meeting, the President of the Board, or whoever is conducting the meeting, may order the meeting room cleared and continue in session.

Those individuals not responsible for willfully disturbing the orderly conduct of the meeting may be immediately readmitted by the Superintendent or his or her representative.

Only matters appearing on the Agenda will be considered in such a session.

Duly accredited representatives of the press or other news media, except those participating in the disturbance, shall be readmitted.

PUBLIC INPUT - PROCEDURES

1245

Comments from the community are welcomed and appreciated. The following procedures shall be followed by the Board whenever persons come before it requesting to speak.

1. Following the renewal of the Pledge of Allegiance, the Board President shall inform the audience of their opportunity to address the Board on any item on the Agenda or any matter within the jurisdiction of the Colton Joint Unified School District. The President shall ask that any member who wishes to speak to complete a "Hearing Session Card" and submit it to the Superintendent's executive assistant. These individuals will be invited to speak during the "Public Input" session of the meeting.
2. At the beginning of the "Public Input" session, the President shall express the Board's appreciation of those members of the audience who wish to speak.
3. The President shall advise the speaker(s) that the Board will receive comments, but will not respond directly to questions. If the matter raised before the Board requires research or a written response, the Board President or other members of the Board may direct the Superintendent to investigate the issue and prepare a response on behalf of the Board.
4. If the speaker wishes to register a complaint about any District matter, the President shall advise the speaker of other avenues for resolving these concerns, including meeting with staff members, responsible for this area and using the District Complaint Procedure.
5. The Board President then shall call forward speakers from the Hearing Session Cards. Each speaker should state his or her name and address. No more than **three** minutes is to be allotted to any speaker, **and no more than fifteen minutes per subject** unless authorized by the Board President.
6. Specific Action Items on the Agenda
After stating his or her name and address, the speaker shall indicate the *specific action* agenda item to which he or she is referring. The President may delay comment until that item is reached on the agenda or may allow the presentation at that time. Board members may make comments or ask questions for clarification at any time during the speaker's presentation. The president may invite others to address the Board when considered desirable.
7. Items not on the Agenda
After stating his or her name and address, the speaker shall give the Board a general idea of the subject and requested action. The President may allow immediate presentation of the information or suggest that it be placed on the agenda for a future meeting. The procedure for agendaizing items shall be followed according to Board Policy 1255. If the President asks for immediate presentation of the information, the speaker will address the Board. The issue may be referred to the Superintendent for further action, per #3, above.

Amended 11/18/04

Amended 6/18/98

PUBLIC INPUT - PROCEDURES - (Continued)

1245

8. Oral Charges or Complaints against Board Member(s) and Staff Member(s)

Any oral charges or complaints against the Board, individual Board members, or staff members may be heard in open session. The President shall advise such speakers of the District's Complaint Procedure and encourage them to use this procedure prior to speaking. Further, the President shall caution speakers that under California law, speakers can be subject to legal action if their statements are intentionally false or defamatory.

MEETING CONDUCT**BB 9323**Meeting Procedures

All Governing Board meetings shall begin on time and shall be guided by an agenda prepared in accordance with Board bylaws and posted and distributed in accordance the Ralph M. Brown Act (open meeting requirements) and other applicable laws.

The Board president shall conduct Board meetings in accordance with Board bylaws and procedures that enable the Board to efficiently consider issues and carry out the will of the majority.

The Board believes that late night meetings deter public participation, can affect the Board's decision-making ability, and can be a burden to staff. Regular Board meetings shall be adjourned at 10:30 p.m. unless extended to a specific time determined by a majority of the Board. The meeting shall be extended no more than once and subsequently may be adjourned to a later date.

Quorum and Abstentions

The Board shall act by majority vote of all of the membership constituting the Board. (Education Code 35164)

The Board believes that when no conflict of interest requires abstention, its members have a duty to vote on issues before them. When a member abstains, his/her abstention shall not be counted for purposes of determining whether a majority of the membership of the Board has taken action.

If a Board consists of seven members and not more than two vacancies occur on the Board, the vacant position(s) shall not be counted for purposes of determining how many members of the Board constitute a majority. In addition, if a vacancy exists on the Board, whenever any provisions of the Education Code require unanimous action of all or a specific number of the members, the vacant position(s) shall be not be counted for purposes of determining the total membership constituting the Board. (Education Code 35165)

Public Participation

Members of the public are encouraged to attend Board meetings and to address the Board concerning any item on the agenda or within the Board's jurisdiction. So as not to inhibit public participation, persons attending Board meetings shall not be requested to sign in, complete a questionnaire, or otherwise provide their name or other information as a condition of attending the meeting.

In order to conduct district business in an orderly and efficient manner, the Board requires that public presentations to the Board comply with the following procedures:

1. The Board shall give members of the public an opportunity to address the Board on any item of interest to the public that is within the subject matter jurisdiction of the Board, either before or during the Board's consideration of the item. (Education Code 35145.5, Government Code 54954.3)
2. At a time so designated on the agenda at a regular meeting, members of the public may bring before the Board matters that are not listed on the agenda. The Board shall take no action or discussion on any item not appearing on the posted agenda, except as authorized by law. (Education Code 35145.5, Government Code 54954.2)
3. Without taking action, Board members or district staff members may briefly respond to statements made or questions posed by the public about items not appearing on the agenda.

Additionally, on their own initiative or in response to questions posed by the public, a Board or staff member may ask a question for clarification, make a brief announcement, or make a brief report on his/her own activities. (Government Code 54954.2)

Furthermore, the Board or a Board member may provide a reference to staff or other resources for factual information, ask staff to report back to the Board at a subsequent meeting concerning any matter, or take action directing staff to place a matter of business on a future agenda. (Government Code 54954.2)

4. The Board need not allow the public to speak on any item that has already been considered by a committee composed exclusively of Board members at a public meeting where the public had the opportunity to address the committee on that item. However, if the Board determines that the item has been substantially changed since the committee heard the item, the Board shall provide an opportunity for the public to speak. (Government Code 54954.3)
5. A person wishing to be heard by the Board shall first be recognized by the president and shall then proceed to comment as briefly as the subject permits.

Individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board shall limit the total time for public input on each item to 15 minutes. With Board consent, the president may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. The president may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add.

6. The Board president may rule on the appropriateness of a topic. If the topic would be more suitably addressed at a later time, the president may indicate the time and place when it should be presented.

The Board shall not prohibit public criticism of its policies, procedures, programs, services, acts, or omissions. (Government Code 54954.3) In addition, the Board may not prohibit public criticism of district employees.

Whenever a member of the public initiates specific complaints or charges against an employee, the Board president shall inform the complainant that in order to protect the employee's right to adequate notice before a hearing of such complaints and charges, and also to preserve the ability of the Board to legally consider the complaints or charges in any subsequent evaluation of the employee, it is the policy of the Board to hear such complaints or charges in closed session unless otherwise requested by the employee pursuant to Government Code 54957. The Board president shall also encourage the complainant to file a complaint using the appropriate district complaint procedure.

7. The Board president shall not permit any disturbance or willful interruption of Board meetings. Persistent disruption by an individual or group shall be grounds for the president to terminate the privilege of addressing the Board.

The Board may remove disruptive individuals and order the room cleared if necessary. In this case, members of the media not participating in the disturbance shall be allowed to remain, and individuals not participating in such disturbances may be allowed to remain at the discretion of the Board. When the room is ordered cleared due to a disturbance, further Board proceedings shall concern only matters appearing on the agenda. (Government Code 54957.9)

When such disruptive conduct occurs, the Superintendent or designee shall contact local law enforcement.

Recording by the Public

The Superintendent or designee shall designate locations from which members of the public may broadcast, photograph, or tape record open meetings without causing a distraction.

If the Board finds that noise, illumination, or obstruction of view related to these activities would persistently disrupt the proceedings, these activities shall be discontinued or restricted as determined by the Board. (Government Code 54953.5, 54953.6)

Legal Reference:

EDUCATION CODE

5095 Powers of remaining board members and new appointees

32210 Willful disturbance of public school or meeting a misdemeanor

35010 Prescription and enforcement of rules

35145.5 Agenda; public participation; regulations

35163 Official actions, minutes and journal

35164 Vote requirements

35165 Effect of vacancies upon majority and unanimous votes by seven member board

GOVERNMENT CODE

54953.5 Audio or video tape recording of proceedings

54953.6 Broadcasting of proceedings

54954.2 Agenda; posting; action on other matters

54954.3 Opportunity for public to address legislative body; regulations

54957 Closed sessions

54957.9 Disorderly conduct of general public during meeting; clearing of room

PENAL CODE

403 Disruption of assembly or meeting

COURT DECISIONS

McMahon v. Albany Unified School District, (2002) 104 Cal.App.4th 1275

Rubin v. City of Burbank, (2002) 101 Cal.App.4th 1194

Baca v. Moreno Valley Unified School District, (1996) 936 F.Supp. 719

ATTORNEY GENERAL OPINIONS

76 Ops.Cal.Atty.Gen. 281 (1993)

66 Ops.Cal.Atty.Gen. 336 (1983)

63 Ops.Cal.Atty.Gen. 215 (1980)

61 Ops.Cal.Atty.Gen. 243, 253 (1978)

55 Ops.Cal.Atty.Gen. 26 (1972)

59 Ops.Cal.Atty.Gen. 532 (1976)

(2/97 10/97) 11/06

Proposed **06/24/2010**

ORDER OF BUSINESS

1235

The following order of business shall apply to meetings of the Board of Education:

I. Call to Order

II. Closed Session

III. Hearing Session

Renewal of the Pledge of Allegiance

IV. Action Session

The results of any action taken shall be reported immediately following the closed session or at the next regular meeting.

Only items on the Agenda will be acted upon. Action items which come up after posting the regular agenda will be posted for a special meeting, posted 24 hours in advance. The special meeting will follow the regular meeting.

V. Study Session

This area is for information only and no action is expected. Items of study and information may include those from the Administration, **Board**, employees, advisory groups, miscellaneous correspondence, etc.

VI. Closed Session (As Needed)

The results of any action taken shall be reported immediately following the closed session or at the next regular meeting.

VII. Adjournment

A meeting may be adjourned or adjourned to reconvene at a future specified time.

When rules of procedure not covered by this Guide become an issue, the current edition of Robert's Rules of Order, newly revised, will apply.

AGENDA

1255

The Superintendent shall prepare an Agenda for each regular and special meeting of the Board and shall post the agenda and shall send each member a copy at least seventy-two hours (regular) or twenty-four hours (special) prior to the meeting. All items appearing on the Agenda shall be numbered and organized according to the Order of Business adopted by the Board. Supporting documents and informational material shall be prepared and included with the Agenda whenever such documents and materials will clarify items on the Agenda for Board members.

Action on Agenda: The Board of Education shall follow the general policy of acting on such items of business at regular meetings as appear on the prepared Agenda, except that board members or staff members may briefly respond to statements made or questions posed by persons exercising their public testimony rights. In addition, on their own initiative or in response to questions posed by the public, a board member or staff member may ask a question for clarification, make a brief announcement, or make a brief report on his or her own activities. If individual members of the Board, or the Superintendent, or any other person propose matters not agendized, such may be discussed at scheduled board meetings provided the Board takes no action on such subjects (*Government Code Section 54954.2*)

Placing items on the agenda: If a member of the Board, the Board itself, or a member of the public, desire to have a matter placed on the agenda for a future meeting, any of such persons may raise such matter at a public meeting, and with respect to the subject. The Board may, by consensus of three or more members, without formal board action:

1. Provide a reference to staff or other resources for factual information.
2. Request staff to report back to the Board at a subsequent meeting concerning any matter, or
3. Direct staff that the matter be placed on the agenda for a subsequent meeting. Members of the public may request an item to be placed on a future Board agenda by presenting to the Board in writing the agenda item during a public hearing session, or a member of the public may submit in writing to the superintendent's office a topic to be considered by the Board at least three (3) working days prior to the required legal posting of the agenda. The topic and background information would be submitted to the Board for consideration as a future agenda item.

Amended 9/17/98
Amended 6/18/98
Amended 9/15/94

AGENDA - Continued

1255

Except in an emergency situation where there is insufficient time to obtain the consensus of the Board at a public meeting as described above, no item shall be placed on the agenda at the request of any individual member of the Board or the public. (*Government Code Section 54954.3*)

In deciding whether or not to place an item on the agenda at the request of a member of the public, the Board shall give great deference to such request in order to carry out the legislative intent allowing members of the public to place matters directly related to school district business on the agenda. However, the determination as to what matters directly relate to school district business and as to what matters shall be placed on the agenda shall be at the sole discretion of the Board. (*Education Code Section 35145.5*)

Under Government Code Section 54954.2 the Board cannot take action on an item not listed on the posted agenda unless one of the following exceptions is met:

1. A majority of the Board determines an emergency exists which requires "prompt action due to the disruption or threatened disruption of public facilities." An emergency (as defined by amended Government Code Section 54956.5) means a strike or "other activity" or a "crippling disaster" which severely impairs public health or safety.
2. The item not listed was posted for and continued from a prior meeting held not more than 5 calendar days before the meeting at which action is taken.
3. Two-thirds of the members of the legislative body, (i.e., 5 members of a 7-member board), or if fewer than 2/3 are present all of the members present vote that there is a need to take immediate action and the need for action came to the attention of the Board after the Agenda was posted.

Agendas for regular meetings shall have a 72 hour posting, and for special meetings a 24 hour posting.

Copies of the Agenda shall be bound together in chronological order for each school year and shall become a part of the permanent Board file.

(Redistributed 11/9/98)
Amended 6/18/98
Amended 9/15/94

BOARD AGENDA

REGULAR MEETING
July 15, 2010

ACTION ITEM

TO: Board of Education

PRESENTED BY: James A. Downs, Superintendent

SUBJECT: Adoption of Resolution, *Senate Constitutional Amendment 6*

GOAL: Human Resources Development

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

BACKGROUND: Funding for California's K-14 education system is depleting. California State Senator S. Joseph Simitian has authored Senate Constitutional Amendment 6, which would allow school districts, community college districts and county offices of education to pass a parcel tax with a 55 percent majority vote rather than the currently required two-thirds vote.

BUDGET IMPLICATIONS: None

RECOMMENDATION: That the Board of Education adopt the Resolution, *Senate Constitutional Amendment 6*, July 2010, in support of the parcel tax change to 55 percent majority vote instead of the current two-thirds required vote.

ACTION: On motion of Board Member _____ and _____, the board adopted resolution, *Senate Constitutional Amendment 6*, July 2010 as presented.

Colton Joint Unified School District

Resolution

Senate Constitutional Amendment 6

July 2010

WHEREAS, Senate Constitutional Amendment 6 (Simitian), which reduces the two-thirds vote requirement on parcel taxes, will be acted on by the California State Legislature; and

WHEREAS, reduction in the state General Fund revenue have led to reduced school funding; and

WHEREAS, state General Fund revenue is unstable and erratic, which results in unpredictable funding levels for school districts and county offices of education; and

WHEREAS, parcel tax revenue can provide a stable, predictable source of school revenue; and

WHEREAS, passage of SCA 6 will empower local voter to invest in their schools based on the needs of their communities by requiring a tough, but fair 55 percent vote to pass local parcel taxes, while protecting taxpayers and homeowners with accountability provisions that will ensure that funds generated from parcel taxes are not wasted or mismanaged; and

WHEREAS, revenue from parcel taxes can be spent according to local priorities and are not subject to state control; and

WHEREAS, the two-thirds vote requirement results in minority rule by requiring two “yes” votes to cancel out one no vote; and

WHEREAS, passage of SCA 6 will allow local voters to decide to make investments in their neighborhood schools in addition to state funding; now therefore be it

RESOLVED, that the Board of Education of the Colton Joint Unified School District strongly urges the California State Legislature to support and adopt SCA 6.



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, ___ noes, ___ absent, and ___ abstentions and signed by the President and attested by the Secretary this 15th day of July, 2010.

Mel Albiso
President, Board of Education

Attest:

James A. Downs
Secretary, Board of Education

BOARD AGENDA

REGULAR MEETING

July 15, 2010

ADMINISTRATIVE REPORTS

TO: Board of Education

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

SUBJECT: Resignations

STRATEGIC PLAN: Strategy #1 – Communication

I. Certificated

1. Johnson, Joshua

Speech Therapist – D’Arcy
Employed July 30, 2009;
resignation effective June 17,
2010. Moving out of state.

2. Legaspi, Beverly

Teacher – Zimmerman
Employed November 12, 2002;
resignation effective June 17,
2010. Relocating.

3. Lopez, Cesar

Teacher – Slover Mtn. High
Employed August 22, 2007;
resignation effective June 17,
2010. Accepted employment
elsewhere.

4. Sanchez, Lucy

Speech Therapist - PPS
Employed August 10, 2009;
resignation effective June 17,
2010. Moving out of district.

II. Classified

1. Garcia, Elizabeth

Special Ed. Inst. Asst. - BHS
Employed March 24, 2005;
resignation effective June 16,
2010. Accepted a certificated
position in the District.

2. Moore, Jerry

Bus Driver – Transportation
Employed March 15, 2010;
resignation effective June 16,
2010. Personal reasons.

3. Tavira, Alba

Special Ed. Inst. Asst. – Birney
Employed September 13, 2006;
resignation effective June 16,
2010. To substitute teach.

AR-8.1

BOARD AGENDA

REGULAR MEETING
July 15, 2010

ADMINISTRATIVE REPORTS

TO: **Board of Education**

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

SUBJECT: **Quarterly Uniform Complaint Report Summary**
(April through June 2010)

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

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

BACKGROUND: As required by Williams Settlement legislation, the quarterly uniform complaint report summary for April, May and June 2010 is provided for your review.

AR-8.2

Williams Settlement Legislation

Quarterly Report Summary (2010)

Quarterly Uniform Complaint Report Summary For submission to School District Governing Board and County Office of Education

District Name: Colton Joint Unified School District
Quarter covered by this report: April, May, and June 2010

Please fill in the following table. Enter 0 in any cell that does not apply

	Number of complaints received in quarter	Number of complaints resolved	Number of complaints unresolved
Instructional Materials	0	0	0
Facilities	1	1	0
Teacher Vacancy and Misassignments	0	0	0
Totals	1	1	0

Submitted by: Mike Snellings

Title: Assistant Superintendent, Student Services Division