

# Colton Joint Unified School District

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



## Board of Education Regular Meeting Agenda

Thursday, October 21, 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  
Mrs. 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 ~None~**

## **3.0 SCHOOL SHOWCASE**

### **3.1 Bloomington High School**

## **4.0 ADMINISTRATIVE PRESENTATIONS ~None~**

## **5.0 PUBLIC HEARING ~None~**

## **6.0 PUBLIC COMMENT**

### **6.1 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. Board Bylaw 9323 states that *“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.”*

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 – 10, as presented.

- Page 5      A-1    Approval of the October 7, 2010, Regular Meeting Minutes
- Page 23     A-2    Approval to Renew Grand Terrace Area Chamber of Commerce Membership (November 2010 through November 2011)
- Page 25     A-3    Approval of Student Field Trips
- Page 27     A-4    Approval of Consultant for Assembly Presentation
- Page 29     A-5    Approval of Bloomington High School Winter Formal (December 11, 2010)
- Page 31     A-6    Approval of Consultant Services with San Bernardino County Superintendent of Schools to Provide One Additional Professional Development Day for Terrace Hills Middle School (2010-11)
- Page 33     A-7    Approval of Slover Mountain High School's Revised Single Plan for Student Achievement and Allocation of Title I Funds (2010-11)
- Page 43     A-8    Acceptance of Gifts
- Page 45     A-9    Approval of Parent and/or Booster Clubs and Organizations (2010-11)
- Page 59     A-10   Approval to Open an Escrow Account for the Deposit of Earned Retentions for Suffolk Construction Company, Inc. on the Joe Baca Middle School Project

### **B. Action Items**

- Page 63     B-1    Approval of Personnel Employment and Resignations
- Page 65     B-2    Approval of Conference Attendance
- Page 67     B-3    Approval of Agreement with Educational Resource Consultants (ERC) for Grant Writing Services (November 1, 2010 through June 30, 2011)
- Page 87     B-4    Approval of Purchase Orders
- Page 89     B-5    Approval of Disbursements
- Page 91     B-6    Approval of Agreement with ATI Architects & Engineers for Architectural and Engineering Services for the Bloomington Middle School – Building N Alteration Project
- Page 95     B-7    Approval of Contract Renewal for Services with School Facility Consultants (November 1, 2010 through October 31, 2011)

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

- Page 101    C-1    Approval of Adoption of Board Policies and Administrative Regulations:

### **D. Action Items – Resolutions**

- Page 105    D-1    Adoption of Resolution No. 11–14, in *Recognition of Congressman Joe Baca*
- Page 107    D-2    Adoption of Resolution No. 11-15, *Red Ribbon Week*, October 23 - 31, 2010

## **8.0 ADMINISTRATIVE REPORTS**

Page 109 AR-8.1 Approved Change Orders for the Fire Alarm/Low Voltage Upgrades at Jurupa Vista, Reche Canyon, Wilson Elementary Schools and Bloomington Middle School (Project 35) per Board Resolution No. 10-20

AR-8.2 Budget Update – Jaime R. Ayala

AR-8.3 Facilities Update – Jaime R. Ayala

AR-8.4 Budget Subcommittee Update

AR-8.5 Curriculum Subcommittee Update

AR-8.6 Facilities Subcommittee Update

AR-8.7 ACE Representative

AR-8.8 CSEA Representative

AR-8.9 MAC Representative

AR-8.10 ROP Update

## **9.0 SUPERINTENDENT’S COMMUNIQUE**

## **10.0 BOARD MEMBER COMMENTS**

## **11.0 CLOSED SESSION**

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

Page 125 11.1 **Student Discipline, Revocation, and Re-entry**

11.2 **Personnel**

♦ Public Employee: Discipline/Dismissal/Employment/Release/Reassignment (Gov. Code 54957)

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**  
**October 21, 2010**

**CONSENT ITEM**

**TO:** **Board of Education**

**PRESENTED BY:** James A. Downs, Superintendent

**SUBJECT:** **Approval of October 7, 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 October 7, 2010 meeting minutes.

# Colton Joint Unified School District

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



## Minutes October 7, 2010

The Board of Education of the Colton Joint Unified School District met for a Regular Meeting and Public Hearing on Thursday, October 7, 2010, 2010 at 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

### Staff Members Present (\*excused)

Mr. James A. Downs	Mrs. Jennifer Jaime*
Mr. Jerry Almendarez	Mrs. Ingrid Munsterman
Mr. Jaime R. Ayala	Mrs. Helen Rodriguez
Mrs. Mollie Gainey-Stanley	Ms. Sosan Schaller
Mr. Mike Snellings	Mr. Darryl Taylor
Mrs. Bertha Arreguin	Dr. Patrick Traynor
Mr. Todd Beal	Ms. Katie Orloff
Mr. Brian Butler	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. Board Member Zamora 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

*Kevin Harvick* was recognized as the Education Partner for the month of September. Principal Verdi, CHS, and Principal Kimbwalu, BMS, commended Mr. Harvick, NASCAR driver, for introducing more than 300 CJUSD at-risk students to opportunities through the "Kevin's Krew" program. This outreach program was designed to expose at-risk students to the world of racing and the career opportunities within.

*Alicia Martinez*, Community Liaison, Administrative Services, was awarded Classified Employee of the Month by Director Beal. Mrs. Martinez has a great deal of respect for her job; she demonstrates kindness and compassion by going out of her way to assist others. When a family is in need, Mrs. Martinez will work determinedly to provide food, supplies, transportation, and other amenities. For this reason, it was not a surprise to her department when she purchased groceries, out-of-pocket, for a homeless family in need.

*Heather Dominguez*, Curriculum Program Specialist, Smith Elementary School, was recognized as the Certificated Employee of the Month by Principal Mortensen. Mrs. Dominguez is a perfect example of what a Smith Star truly is. Simply put, she is remarkable. She is knowledgeable, helpful, kind and welcomes all questions and problems equally. Student academic and personal success are at the core of Mrs. Dominguez' heart. She does not hesitate to stay beyond her contract hours, assisting staff, students and parents because she knows her efforts will positively impact her students.

*Amanda Corridan*, Coordinator of Child Welfare and Attendance, Administrative Services, was awarded Management Employee of the Month by Director Beal. Mrs. Corridan's competitive nature and strong desire to win are her foundation for success. She was a key element in creating the Summer School Drop-out Recovery Program at Washington High School. Her desire for all students to succeed has increased attendance while decreasing the dropout-rate. Mrs. Corridan helped to develop the Student Assistance Program by collaborating with the community, and created a championship-caliber team within her department that is focused on student success.

### **3.0 SCHOOL SHOWCASE**

#### **3.1 Washington High School**

Washington High School students Rene Acosta, Juan Alas, Kevin Coddington, Daeshunn Dupree, Jose Olivarez, Joshua Rios, Mario Sierra and Jose Vaca announced that Washington had 94 graduates in the 2009-10 school year. The second annual Summer Graduation Ceremony took place on September 23<sup>rd</sup> and included 84 students from all four high schools. Washington is preparing for their WASC Spring Visit, February 28<sup>th</sup> through March 2<sup>nd</sup>; they are the only school in the district to earn two consecutive six-year accreditations.

Washington has implemented two new programs to support student academic success. All students in 7<sup>th</sup>-12<sup>th</sup> grade will participate in five practice CAHSEE exams and qualifying 9<sup>th</sup> and 10<sup>th</sup> grade Opportunity students will use the READ 180 program. Students are recognized for their academic achievements through Perfect Attendance & Honor Roll Awards.

The Special Day Class, High School Career Program, allows students to explore their career paths and plan for life after high school. Post-secondary education is also promoted by partnerships with Cal State University San Bernardino (CSUSB) and San Bernardino Valley College (SBVC). Upcoming events include the CSUSB Woman's Empowerment conference on October 16, 2010 and presentations from SBVC focused on topics such as "How to be a Successful Leader in your Community" and "Options after High School." Washington students and staff look forward to another successful school year. Their next school report is scheduled for Thursday, December 9, 2010.

### **4.0 ADMINISTRATIVE PRESENTATIONS**

#### **4.1 McKinney/Vento Education Act**

Director Beal, Administrative Services, presented the McKinney/Vento Act, Homeless Education. Currently, there are 2,349 homeless students within the Colton Joint Unified School District. This includes students living in shared housing, motels/hotels, trailer homes/parks, cars, parks, abandoned buildings, emergency or transitional shelters, substandard housing, unaccompanied youth and those awaiting foster care placement.

Mr. Beal discussed the basic components of the law, and current services and resources provided by the district. He also reviewed the Education for Homeless Children and Youth Grant (EHCYG) and the American Reinvestment and Recovery Act (ARRA) which provide funding for tutoring and academic enrichment programs, expedited evaluations for educational services, professional development for educators and staff, health referral services, transportation, early childhood education programs, before-and after-school programs, education and training for parents, provision of school supplies and counseling services.

### **5.0 PUBLIC HEARING ~ None~**

### **6.0 PUBLIC COMMENT**

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

- No Comments

#### **White card—Items/Topics Not on the Agenda:**

- *Stephen Wahl*, representative from Congressman Joe Baca's office, announced that he will research additional homeless grants for the district. He also announced the upcoming Military Academy Information Night hosted by Congressman Baca. He invited interested persons to call Congressman Baca's office, (909) 885-2222, for additional information.
- *Christine Irish-Re*, Colton resident, commented on the Physical Education courses at Colton High School.

### **7.0 ACTION SESSION**

#### **A. Consent Items**

**#283** On motion of Board Member Taylor and Board Member Mendoza-Ware and carried on a 7-0 vote, the Board approved Consent Items A-1 through A-9.

#283.1 A-1 Approved the September 16, 2010, Regular Meeting Minutes

#283.2 A-2 Approved Student Field Trips (**Exhibit A**)

#283.3 A-3 Approved Consultant for Assembly Presentation (**Exhibit B**)

#283.4 A-4 Accepted the After School Education and Safety Program (ASES)-Core Funds for Crestmore, Smith and Zimmerman Elementary Schools (2010-11)

#283.5 A-5 Approved the Agreement with DeVry University for Participation in the "Passport to College" Program (Effective June 30, 2011)

#283.6 A-6 Approved the Resolution and Acceptance of Funding for Child Care and Development Program: (CCAP-0081) Infant and Toddler Child Care Program 2010-11

- #283.7 A-7 Approved Renewal of the One-Year Computer Program License Agreement with *SkillsTutor* to Provide Supplemental Instruction and Tutoring Services for Middle School Students (2010-11)
- #283.8 A-8 Accepted Gifts (**Exhibit C**)
- #283.9 A-9 Approved Reimbursement for Damage to Employee Vehicle in Accordance with Board Policy 4156.3

## **B. Action Items**

**#284** On motion of Board Member Zamora and Board Member Mendoza-Ware and carried on a 7-0 vote, the Board approved Action Items B-1 through B-7.

- #284.1 B-1 Approved Personnel Employment (**Exhibit D**)
- #284.2 B-2 Approved Conference Attendance (**Exhibit E**)
- #284.3 B-3 Approved Assignment Teacher Under CA Commission on Teacher Credentialing Variable Term Waiver (2010-11)
- #284.4 B-4 Approved Tentative Agreement to the Collective Bargaining Agreement Between California School Employees Association (CSEA) and the Colton Joint Unified School District (2009-10)
- #284.5 B-5 Approved Purchase Orders
- #284.6 B-6 Approved Disbursements
- #284.7 B-7 Approved the Colton-Redlands-Yucaipa Regional Occupational Program (CRY-ROP) Master Agreement for Programs and Services for the 2010-11 School Year

Withdrawn B-8 ~~Approved Short List of Firms for Relocation Services, Move Management Services and Furniture/Equipment Procurement Services District Wide~~

Withdrawn B-9 ~~Adopted Resolution No. 11-13 Approving the Lease Leaseback Sublease, Site Lease Agreements and Construction Services Agreement and Other Acts Relating to the Construction of the Colton High School Math & Science Building Project~~

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

**#285** On motion of Board Member Taylor and Board Member Haro and carried on a 7-0 vote, the Board approved Action Item C-1, *Board Policy*, as presented.

- #285.1 C-1 Approved Adoption of Board Policies and Administrative Regulations:  
BP 1000 Series *Community Relations*

## **D. Action Items – Resolution – Second Reading**

### **8.0 ADMINISTRATIVE REPORTS**

#### **AR-8.1 Resignations**

#### **AR-8.2 Budget Update**

Board President Albiso read aloud the Budget Approval Letter the district received from the County (**EXHIBIT F**).

Assistant Superintendent Ayala commented on the state budget. Although the state budget has not been approved, the district is hopeful that the outcome will not be as dire as originally anticipated. Mr. Ayala reported that he will attend the 2010 Annual School Finance Management workshop with other members of executive cabinet on October 11<sup>th</sup>.

#### **AR-8.3 Facilities Update**

Director Darryl Taylor presented the Facilities Special Report which included updates on the Bloomington and Colton High School New Cafeteria and Multipurpose Buildings, Joe Baca Middle School, CHS's New Math and Science Buildings, Measure G – Series B Bond sales, and Grand Terrace High School (**EXHIBIT G**).

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

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

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

#### **AR-8.7 ACE Representative**

President Karen Houck responded to comments made during public session at the September 16<sup>th</sup> Board Meeting asserting that CJUSD teachers are creditable and dedicated employees.

#### **AR-8.8 CSEA Representative ~No Report~**

#### **AR-8.9 MAC Representative ~No Report~**

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

### **9.0 SUPERINTENDENT'S COMMUNICATION**

Superintendent Downs announced the upcoming dedication and groundbreaking ceremonies at Grand Terrace High School, Joe Baca Middle School and Colton High School. He also announced the 10<sup>th</sup> Annual BHS Futures Night on October 12<sup>th</sup>. As an added reward for the Superintendent's 8 for 800 club, Reche Canyon, Smith and Terrace View Elementary Schools were each presented with two framed pictures highlighting their API success. Additional, Mr. Downs provided personalized note pads for employees at each of the three locations. He congratulated 10 Grant Elementary School teachers who were awarded \$100 gift cards provided by Wal-Mart in Colton. In celebration of Hispanic Heritage Month, the all female mariachi group, Reyna de Los Angeles, performed for Smith Elementary School students and staff. Smith's office manager, Sylvia Hinojosa, was able to share her musical talents with her co-workers and students. Mr. Downs congratulated Slover Mountain and Washington High Schools for maintaining an average daily attendance rate that exceeds the state average for alternative schools and encouraged them to keep up the good work. He invited the public to attend McKinley Elementary School's Hispanic Heritage Month carnival on October 8<sup>th</sup>. Lastly, he praised Joshua Mora, Head Start student, and Mrs. Gringrelia Candray, San Salvador State Preschool teacher. Joshua called 911 and asked for emergency services when his mother fainted at home. He recently learned how to dial 911 during an emergency when Mrs. Candray taught a month long class focused on health and safety.

Superintendent Downs also commented on the Budget Approval Letter the district received from the County and stressed the seriousness of the budgetary decisions the district is faced with.

### **10.0 BOARD MEMBER COMMENTS**

**Board Member Armenta** announced that he is looking forward to the dedication at Grand Terrace High School and introducing Mrs. Dischinger as the new principal. Mr. Armenta recently met with Congressman Joe Baca and commented on the groundbreaking event scheduled for Joe Baca Middle School.

**Board Member Mendoza-Ware** commented on a letter she received regarding pedestrian safety near the crosswalk on Hawthorne and Cedar Avenues. She also spoke in support of placing memorials at each high school honoring former alumni killed defending our nation. With board consensus, staff was asked to look into these requests and report back to the board. Mrs. Mendoza-Ware asked for all board members to receive a copy of the district's policies on fundraising.

**Board Member Zamora** requested copies of site plans for Colton High School's Math and Science Building, as well as, Joe Baca Middle School.

**Board Member Ibarra** thanked Director Todd Beal for the McKinney/Vento Act presentation. He also commented on the concerns raised during public comment regarding the athletic fields and physical education courses at Colton High School.

**Board Member Haro** commented on Birney's Character Building Celebration and 6<sup>th</sup> Annual Academic Honor Awards, the CST Celebration at McKinley, Reyna de Los Angeles' visit to Smith, Zimmerman's Afternoon with the Stars, Reche Canyon's Silver and Gold Celebration and Grant's Reading Buddies Program. Mrs. Haro complimented Bloomington High School students on their successful Fall Festival choir fundraiser, NJROTC who placed 6<sup>th</sup> over all at the Troy Field Meet in Fullerton, and AP students who received AP Scholar Awards. She thanked participants in Jurupa Vista's blood drive/ bone marrow screening benefitting Andres Garcia, student. Mrs. Haro requested a copy of the Special Education audit as prepared by Total School Solutions. In closing, Mrs. Haro, with board consensus, requested that staff research solutions to improve the field conditions, including bleachers, at Bloomington High School and the press box at both Bloomington and Colton High Schools.

**Board Member Taylor** complimented Mrs. Dischinger, thanking her for visiting with Terrace Hills Middle School students. He also responded to public comment regarding Colton High School's physical education and athletic fields. Mr. Taylor encouraged the public to express their concerns in a timely and appropriate manner. He also praised Mrs. Gainey-Stanley and Mrs. Jaime for the effective after-school programs that include academic enrichment and nutrition for students.

**Board Member Albiso, with board consensus requested an** electronic voting system to be installed in the Board Room. He complimented Principal Dischinger, GTHS, for visiting Terrace Hills Middle School and encouraged her to also visit the students at Colton Middle School.

## **11.0 CLOSED SESSION**

At 7:38 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 8:14 p.m. Board President Albiso reported on action taken in closed session.

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

- #286 On motion of Board Member Zamora and Board Member Haro and carried on a 7-0 vote, the board approved staff's recommendation for student discipline items #1-6, as presented.

- |           |            |
|-----------|------------|
| 1. 82268  | 4. 132029  |
| 2. 121883 | 5. 1035196 |
| 3. 160848 | 6. 92118   |

- #287 On motion of Board Member Zamora and Board Member Taylor and carried on a 7-0 vote, the board approved staff's recommendation for student readmission items #1-3, as presented.

- 1. 91829
- 2. New student
- 3. 75894

### **12.2 Personnel ~No Report~**

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

### **12.3 Conference with Legal Counsel—Anticipated Litigation ~No Report~**

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

### **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)

## **13.0 ADJOURNMENT**

At 8:15 p.m., the meeting was adjourned until the next Regular Board of Education Meeting on Thursday, October 21, 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>
BMS	1/04/11 1/05/11 1/06/11 1/07/11 (T/W/Th/F) (winter recess)	8:00am	4:00pm	Flabob Air Academy Airport, Riverside (Parent Transportation)	<i>Flabob Air Academy</i> Students will receive a hands-on experience on entry level aeronautics skills. This is designed for students interested in aerospace engineering careers.	7/8	Daniel Morse Michael Bayless + 12 (12)	\$900	Donations	Strategy #1
BHS	11/19/10 - 11/20/10 (park closes at 1 am)	5:00pm	2:00am	Knotts Berry Farm, Buena Park (District Transportation)	<i>Knotts Berry Farm</i> In preparation for college life, AVID students will receive team building, support, encouragement and dialogue with other college bound students.	9-12	Holly Todd, Leilani Bautista, Ramona Martinez, Stacie Ziegler, +3 (100)	\$2,920	ASB AVID	Strategy #1

**EXHIBIT B, CONSULTANTS FOR ASSEMBLY PRESENTATION**

<u>Site</u>	<u>Date(s)</u>	<u>Time</u>	<u>Program/Purpose</u>	<u>Location</u>	<u>Consultant(s)</u>	<u>Cost</u>	<u>Funds</u>	<u>Strategic Plan*</u>
McKinley	10/24/10	8:30am and 9:30am	"Kicks" Red Ribbon Week	Auditorium	Jeff Becker, "Karate Chief" Martial Arts Instructor, Colton	No Cost	N/A	Strategy #1

**EXHIBIT C, GIFTS:**

<u>Site</u>	<u>Donor</u>	<u>Donation/Purpose</u>	<u>Amount</u>
Birney Elementary	CEC Entertainment 4441 West Airport Freeway, Irving, TX 75062	Check #863668 Fieldtrips & Incentives	\$640.74
Birney Elementary	Target P.O. Box 59214 Minneapolis, MN 55459-0214	Check #2151450 Field trips & Incentives	\$72.29
Colton High School	Colton Police Department 650 North La Cadena Dr., Colton, CA 92324	*One set of "Quint" drums by Yamaha- (Approximately \$600) *7 drum harnesses by Yamaha-(Approximately \$525)	\$1,125.00
Cooley Ranch Elementary	Target P.O. Box 59214, Minneapolis, MN 55459-0214	Check #2161267	\$105.87
Crestmore Elementary	Target P.O. Box 59214, Minneapolis, MN 55459-0214	Check #2174075	\$174.55
Crestmore Elementary	Crestmore Elementary PTA 18870 Jurupa Ave., Bloomington, CA 92316	Check #1017	\$1,217.25



**EXHIBIT C, GIFTS:**

<u>Site</u>	<u>Donor</u>	<u>Donation/Purpose</u>	<u>Amount</u>
D'Arcy Elementary	Target P.O. Box 59214, Minneapolis, MN 55459-0214	Check #2180615	\$225.58
Grand Terrace Elementary	Grand Terrace Elementary PTA 12066 Vivienda Ave., Grand Terrace, CA 92313	Check #1417 Instructional Materials	\$1,000.00
Grand Terrace Elementary	Target P.O. Box 59214, Minneapolis, MN 55459-0214	Check #2170136	\$149.84
Grimes Elementary	Target P.O. Box 59214, Minneapolis, MN 55459-0214	Check #2167772	\$137.11
Grimes Elementary	Edison International P.O. Box 3288, Princeton, NJ 08543-3288	Check #130479	\$30.00
Grimes Elementary	Edison International P.O. Box 3288, Princeton, NJ 08543-3288	Check #157230	\$30.00
Jurupa Vista Elementary	Target P.O. Box 59214, Minneapolis, MN 55459-0214	Check #2160831 Instructional Materials	\$104.09
Lincoln Elementary	Target P.O. Box 59214, Minneapolis, MN 55459-0214	Check #2154974	\$83.02
Paul J. Rogers Elementary	Target P.O. Box 59214, Minneapolis, MN 55459-0214	Check #2160946	\$104.60
Reche Canyon Elementary	Sara L. Elliott 40218 Miklich Dr., Murrieta, CA 92563	Check # 557	\$26.00
Reche Canyon Elementary	Unique Beddingham	Money Order #7357901703	\$8.00
Reche Canyon Elementary	Unique Beddingham	Money Order #7357901701	\$25.00
Reche Canyon Elementary	Unique Beddingham	Money Order #7357901704	\$8.00
Reche Canyon Elementary	Unique Beddingham	Money Order #7357901702	\$17.00
Reche Canyon Elementary	Pragasam Family Dentistry Inc. 2048 Orange Tree Ln., Redlands, CA 92374	Check #1187	\$37.00
Reche Canyon Elementary	Felix K. Prakasam MD Inc. P.O. Box 1659, Loma Linda, CA 92354	Check #4974	\$45.00
Ruth O Harris MS	Coca-Cola Bottling Company	Check #05258368	\$139.83
Ruth O Harris MS	Target P.O. Box 59214, Minneapolis, MN 55459-0214	Check #2151023	\$70.99
Ruth O Harris MS	Water of Life Community Church 7623 East Ave., Fontana, CA 92336	10 Backpacks with School Supplies	\$200.00
Smith Elementary	James A. Downs 1212 Valencia Drive Colton, CA 92324	Check #101	\$100.00
Smith Elementary	Target P.O. Box 59214 Minneapolis, MN 55459-0214	Check #2160233	\$101.65

<b>EXHIBIT C, GIFTS:</b>			
<u>Site</u>	<u>Donor</u>	<u>Donation/Purpose</u>	<u>Amount</u>
Terrace Hills Middle School	Target P.O. Box 59214 Minneapolis, MN 55459-0214	Check #2146047	\$59.13
Terrace View Elementary	Target P.O. Box 59214 Minneapolis, MN 55459-0214	Check #2197150	\$483.39
Wilson Elementary	Target P.O. Box 59214 Minneapolis, MN 55459-0214	Check #2162856	\$112.74
Zimmerman Elementary	Target P.O. Box 59214 Minneapolis, MN 55459-0214	Check #2188923	\$319.75

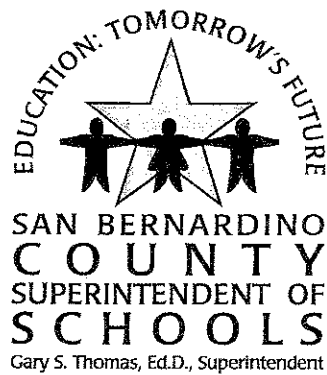
<b>EXHIBIT D, PERSONNEL:</b>			
<u>I-A</u>	<u>Certificated – Regular Staff</u>	<u>Subject</u>	<u>Site</u>
1.	Alcala, Sarah	State Preschool Teacher	McKinley
2.	Kazalunas, John	School Psychologist	PPS
3.	Sanchez, Della	State Preschool Teacher	Wilson
<u>I-B</u>	<u>Certificated – Activity/Coaching Assignments</u>	<u>Position</u>	<u>Site</u>
1.	Brown, Raymonn	HD Frosh/Soph Basketball	BHS
2.	Carballo, Fabian	HD JV Soccer	BHS
3.	Howard, Marc	HD Varsity Soccer	BHS
4.	Jimenez, Juan	HD Varsity Basketball	BHS
5.	Kalagonis, Donn T.	Assistant Frosh/Soph Football	BHS
6.	Padilla, Steven	HD JV Wrestling	BHS
7.	Quiroz, Rosa	HD Varsity Soccer	BHS
8.	Schaefer, Erwin	Wrestling Assistant	BHS
9.	Schaefer, Gabriel	HD Varsity Wrestling	BHS
<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.	Davis, Ingrid		
2.	Gonzalez, Melissa		
3.	Hernandez, Martina		
<u>II-A</u>	<u>Classified – Regular Staff</u>	<u>Position</u>	<u>Site</u>
1.	Arterberry, Bobbie	Special Ed. Inst. Asst.	Smith
2.	Gallegos, Sandra	Head Start Inst. Asst.	San Salvador
3.	Gonzales, Maria	Special Ed. Inst. Asst.	Wilson
4.	Ortiz, Elizabeth	Special Ed. Inst. Asst.	Cooley Ranch
5.	Perez, Eva	Project Office Asst.	Zimmerman
6.	Reynosa, Ashton	Special Ed. Inst. Asst.	CMS
7.	Sierra, Gerardo	Special Ed. Inst. Asst.	CHS
8.	Torres, Anel	Special Ed. Inst. Asst.	Cooley Ranch
9.	Trujillo, Mercedes	Special Ed. Inst. Asst.	Jurupa Vista
10.	Young, Delisa	Special Ed. Inst. Asst.	Jurupa Vista
<u>II-B</u>	<u>Classified – Activity/Coaching Assignments</u>	<u>Position</u>	<u>Site</u>
1.	Beteta, Erwing Rudy	HD JV Soccer	BHS
2.	Banuelos, Salvador	Assistant Varsity Football (walk-on)	BHS
3.	Dudley, Iris	Asst. Pep Squad Director (walk-on)	BHS
4.	Hornbeck, Lola	HD Varsity Volleyball (walk-on returning)	CHS
5.	Morales, Terrence	HD JV Basketball	BHS
6.	Ov, Renee	HD Varsity Tennis (walk-on returning)	BHS
<u>II-C</u>	<u>Classified – Classified Hourly</u>	<u>Position</u>	<u>Site</u>
1.	Cardenas, Mario	AVID Tutor	BHS
2.	Fuentes, Gisselle	AVID Tutor	CMS
3.	Garcia, Vienna	AVID Tutor	CMS
4.	Ochoa, Melissa	AVID Tutor	CMS
<u>II-D</u>	<u>Classified Substitute</u>	<u>Position</u>	<u>Site</u>
1.	Garcia, Karissa	Sub Noon Aide	Grand Terrace
2.	Givens-Stallworth, Joycelyn	Noon Aide	Wilson

**EXHIBIT E, CONFERENCES:**

<u>Employee</u>	<u>Title</u>	<u>Site</u>	<u>Conference</u>	<u>Date/Location</u>	<u>Funds</u>
Jaime Ayala	Assistant Superintendent	DO/Business	CASH Fall Conference	October 12-13, 2010 Costa Mesa, CA	General Funds: \$764.42
Rick Feinstein	Manager	Transportation	CalPERS Educational Forum	October 24-27, 2010 Indian Wells, CA	General Funds: \$818.22
William Reedy	WEE Coordinator Teacher	BHS	CAWEE Annual Fall Conference	November 3-5, 2010 Del Mar, CA	VEA Funds: \$739.70
Todd Beal	Director	SSC/Admin. Svcs.	NAEHCY (Nat'l Assoc. for the Education of Homeless) 22nd Annual Conference	November 6-9, 2010 Houston, TX	Title X Funds: \$1,718.89
Jerry Almendarez	Assistant Superintendent	DO/HR	CSBA Annual Conference & Trade Show	December 2-4, 2010 San Francisco, CA	General Funds: \$2,097.23

DRAFT

# EXHIBIT F: Budget Update



September 23, 2010

Mr. Jaime Ayala, Assistant Superintendent, Business Services  
Colton Jt. Unified School District  
1212 Valencia Drive  
Colton, CA 92324-1798

Dear Mr. Ayala:

Thank you for the submission of the district's 2010-11 Revised Budget and Multiyear Projections. We recognize the district's efforts in this revision of the budget and financial plan that provides for the ongoing financial stability of the district in these tough economic times.

The 2010-11 Revised Budget of the Colton Joint Unified School District has been reviewed and approved pursuant to the provisions of Education Code Section 42127 (c)(d) based on Resolution No. 11-03 recognizing the board's commitment to implement ongoing budget reductions of \$18.8Million in fiscal year 2011-12 and \$11.9Million in fiscal year 2012-13. A fiscal action plan including the details of these reductions for each year must be board approved and negotiable items for 2011-12 approved by the district board and bargaining units prior to the First Interim Financial report submission, otherwise the board should file a qualified certification. A qualified certification means that the district may not meet the minimum state reserve levels in all fiscal years, if the fiscal action plan is not fully implemented. The First Interim Financial report is due to our office, no later than December 15, 2010.

Our office approved the district's 2010-11 Revised Adopted Budget and the district submitted a fiscal action plan and board resolution identifying the amounts and intent to implement this level of budget reductions in the two subsequent fiscal years enabling the district to continue to meet its fiscal obligations. However, since the scope of these reductions is more than the district's level of reserve for economic uncertainties of 3% and the majority of these reductions may require further collective bargaining negotiations or board actions to implement, our office is taking action under Education Code Section 42127.6 to identify the district as a "Lack of Going Concern" district. With regards to the code stated above, our determination makes the district "qualified", meaning that unless the follow-up actions are taken by the district and board to implement the amounts indicated in the board resolutions and fiscal action plans prior to 2011-12, the district **may not** be able to meet its ongoing fiscal obligations. (Details of Education Code 42127.6 are included in Attachment A.) This action allows our office to continue to provide support to the district by:

- Continuing to provide the support of a Fiscal Expert through the First Interim Financial Reporting period (through December 15, 2010)
  - Michele McClowery has been contracted by our office to work with the Business office to review the fiscal action plan being developed in conjunction with the Governing Board. While she is not involved directly in the negotiations process, she can provide support to the staff in determination of the appropriate calculations necessary to implement salary and/or benefit adjustments.
- Providing the ongoing assistance of the staff in Business Advisory services to assist with all technical adjustments necessary in the district's financial system.

If by the First Interim Financial Report submission deadline of December 15, 2010, the district has been able to take board actions to approve the necessary reductions needed to continue to meet fiscal obligations in all fiscal years 2010-11 through 2012-13 based on the most current state budget and/or proposals, this qualified status could be removed.

Under the Qualified status, the district must continue to provide information to our office regarding the status of all salary and benefit agreements and actions and any non-voter approved debt issuances, including any bond anticipation notes, certificates of participation, or tax revenue anticipation notes, prior to final board actions. A summary of the detailed education code sections are included in Attachment B.

The approval of the Revised Budget is based on an assessment and analysis of the following major components of the district's budget:

- Unrestricted Ending Fund Balances and State Minimum Reserves
- Revenue and Expenditure Projections & Deficit spending trends
- Implementation of Conditional Approval Observations
- 2009-10 Unaudited Fund Balance Impact on 2010-11

The budget is a dynamic document that reflects the Governing Board's plan for receipt of revenues and utilization of expenditures to meet the goals and financial obligations of the school district in the coming year based on the information known to the district and board at that time.

- **UNRESTRICTED ENDING FUND BALANCES AND STATE MINIMUM RESERVES** - For fiscal years 2010-11, 2011-12, and 2012-13, the district meets the required minimum state reserve due to the inclusion of the reductions authorized by Board Resolution # 11-03. This resolution authorizes \$18.8Million in 2011-12 and \$11.9Million in 2012-13 of on-going budget reductions which still require board and bargaining unit agreement for implementation.
- **REVENUE AND EXPENDITURE PROJECTIONS (DEFICIT SPENDING)** - The district is projecting expenditures to exceed revenues by \$16,700,745 in the current fiscal year primarily due to continued reductions in state aid and ongoing operating costs. The district is continuing to deficit spend in fiscal year 2011-12 and in 2012-13 even with the inclusion of the board resolution reductions identified above and should make further reductions to eliminate all deficit spending. Should the expenditure reductions authorized by the board resolution not be implemented in a timely manner, the district will be fiscally insolvent by July 1, 2011. Anticipated deficit spending should be for one time, non-recurring expenditures to avoid depletion of the district's on-going unrestricted reserves.
- **IMPLEMENTATION OF CONDITIONAL APPROVAL OBSERVATIONS** - The district implemented the items addressed in the Adopted Budget Conditional Approval letter dated August 12, 2010. However, it was noted that although the district was cautioned not to include ADA increases until actually realized for new programs, the district did not lower the ADA projections. It was also noted that the district's current enrollment projections are lower than the projections submitted with the revised budget by approximately 133 students. The district will need to update ADA and Enrollment projections with the First Interim Financial Report.
- **2009-10 UNAUDITED FUND BALANCE IMPACT ON 2010-11** - The revised multi-year projections submitted include the final unaudited actuals fund balances from the 2009-10 fiscal year. The final 2009-10 ending fund balance is \$915,934 higher than original projections realizing a higher beginning balance for the 2010-11 fiscal year which is assisting the district in meeting its fiscal obligations in the current fiscal year.

The 2010-11 State Budget has not been finalized as of this date. Our review has been based on the latest information available to this office including the Governor's May Revise Budget Projections. Please remember that Education Code Section 42127(i)(4) requires that:

*"Not later than 45 days after the Governor signs the annual Budget Act, the school district shall make available for public review any revisions in revenues and expenditures that it has made to its budget to reflect the funding made available by that Budget Act".*

The district should closely monitor any legislative changes and the state's monthly revenue streams and also closely monitor its cash balances in order to continue to maintain fiscal stability. Our office will continue to keep the district updated on any funding changes that become known to our office.

Any questions concerning the review of the district's 2010-11 Revised Budget may be addressed to me at (909) 777-0745.

Sincerely,



Cynna Hinkle, Business Services Advisor  
Business Advisory Services

Attachments: Attachment A Education Code Section 42127.6 Lack of Going Concern  
Attachment B Qualified Status Implications

C: Teri Kelly, Director, Business Advisory Services, SBCSS  
Ted Alejandre, Assistant Superintendent, Business Division, SBCSS

J: Financial Reporting/Revised Adopted Budgets/Revised Budget Letters/Colton Conditionally Approved Budget Letter-CBO

## Attachment A:

### Education Code Section 42127.6 Lack of Going Concern

**42127.6.** (a) (1) . . . If at any time during the fiscal year the county superintendent of schools determines that a school district may be unable to meet its financial obligations for the current or two subsequent fiscal years or if a school district has a qualified or negative certification pursuant to Section 42131, he or she shall notify the governing board of the school district and the Superintendent of Public Instruction in writing of that determination and the basis for the determination. The notification shall include the assumptions used in making the determination and shall be available to the public. The county superintendent of schools shall report to the Superintendent of Public Instruction on the financial condition of the school district and his or her proposed remedial actions and shall do at least one of the following and all actions that are necessary to ensure that the district meets its financial obligations:

(A) Assign a fiscal expert, paid for by the county superintendent, to advise the district on its financial problems.

(B) Conduct a study of the financial and budgetary conditions of the district that includes, but is not limited to, a review of internal controls. If, in the course of this review, the county superintendent determines that his or her office requires analytical assistance or expertise that is not available through the district, he or she may employ, on a short-term basis, with the approval of the Superintendent of Public Instruction, staff, including certified public accountants, to provide the assistance and expertise. The school district shall pay 75 percent and the county office of **education** shall pay 25 percent of these staff costs.

(C) Direct the school district to submit a financial projection of all fund and cash balances of the district as of June 30 of the current year and subsequent fiscal years as he or she requires.

(D) Require the district to encumber all contracts and other obligations, to prepare appropriate cashflow analyses and monthly or quarterly budget revisions, and to appropriately record all receivables and payables.

(E) Direct the district to submit a proposal for addressing the fiscal conditions that resulted in the determination that the district may not be able to meet its financial obligations.

(F) Withhold compensation of the members of the governing board and the district superintendent for failure to provide requested financial information. This action may be appealed to the Superintendent of Public Instruction pursuant to subdivision (b).

(G) Assign the Fiscal Crisis and Management Assistance Team to review teacher hiring practices, teacher retention rate, percentage of provision of highly qualified teachers, and the



extent of teacher misassignment in the school district and provide the district with recommendations to streamline and improve the teacher hiring process, teacher retention rate, extent of teacher misassignment, and provision of highly qualified teachers. If a review team is assigned to a school district, the district shall follow the recommendations of the team, unless the district shows good cause for failure to do so. The Fiscal Crisis and Management Assistance Team may not recommend an action that would abrogate a contract that governs employment.

(b) Within five days of the county superintendent making the determination specified in subdivision (a), a school district may appeal the basis of the determination and any of the proposed actions that the county superintendent has indicated that he or she will take to further examine the financial condition of the district. The Superintendent of Public Instruction shall sustain or deny any or all parts of the appeal within 10 days.

(c) If, after taking the actions identified in subdivision (a), the county superintendent determines that a district will be unable to meet its financial obligations for the current or subsequent fiscal year, he or she shall notify the school district governing board and the Superintendent of Public Instruction in writing of that determination and the basis for that determination. The notification shall include the assumptions used in making the determination and shall be provided to the superintendent of the school district and parent and teacher organization of the district.

(d) Within five days of the county superintendent making the determination specified in subdivision (c), a school district may appeal that determination to the Superintendent of Public Instruction. The Superintendent shall sustain or deny the appeal within 10 days. If the governing board of the school district appeals the determination, the county superintendent of schools may stay any action of the governing board that he or she determines is inconsistent with the ability of the district to meet its financial obligations for the current or subsequent fiscal year until resolution of the appeal by the Superintendent of Public Instruction.

(e) If the appeal described in subdivision (d) is denied or not filed, or if the district has a negative certification pursuant to Section 42131, the county superintendent, in consultation with the Superintendent of Public Instruction, shall take at least one of the actions described in paragraphs (1) to (5), inclusive, and all actions that are necessary to ensure that the district meets its financial obligations and shall make a report to the Superintendent about the financial condition of the district and remedial actions proposed by the county superintendent.

## Attachment B: Qualified Status Implications

### Collective Bargaining:

**GC 3540.2(a)** A district with a qualified or negative certification must give the County Superintendent of Schools at least ten working days to review and comment on any proposed collective bargaining agreement. (c.) The County Superintendent of Schools must notify the district superintendent, governing board, county board of education and any parent and teacher organization with the district within those ten days if the agreement would endanger the fiscal well-being of the district.

### Debt Issuances:

**EC 42133(a)** If a district has a qualified or negative certification in any year, the district may not issue nonvoter approved debt instruments in that year or the next, unless the County Superintendent of Schools, using SPI criteria, determines repayment is probable. **EC 17150(a)** Once the board has approved the district to proceed with the issuance of revenue bonds, or to enter into any agreement for financing school construction, the district must notify the County Superintendent of Schools and the county auditor. The district superintendent shall provide the repayment schedules for the debt obligation and evidence of the ability of the district to repay the obligation to the county auditor, the county superintendent, the board and the public. Within 15 days of receipt of the information, the county superintendent and county auditor may comment publicly to the board on the district's capacity to repay the debt.

**EC 17150.1** A district must notify the county superintendent of schools and the county auditor before the district's board approves the issuance of certificates of participation and other non-voter approved debt instruments. Notification must be made no later than 30 days prior to issuance. (Our office has defined BANs/BAPs as non-voter approved debt instruments since they may need to be paid from district funds, IF the bond series is not able to be issued due to lack of bonding capacity or to high of payment assessments which is unknown at the time of issuance). The district superintendent must provide information necessary to assess the effect of the issuance (ie. repayment schedules, evidence of ability to repay, issuance costs) to county auditor, county superintendent, board and public.



# FACILITIES

OCT  
2010



## special report

### Bloomington and Colton High Schools —New Cafeteria and Multipurpose Buildings

#### Architect Design Services

After a lengthy proposal review and interview process, ranking and recommendations were presented to the Board of Education Sub-Committee for Facilities. Board consent to enter into contract negotiations for design services with Steinberg Architects and NTD Architects was given September 2. Board approval of final agreements is scheduled November 4. Design is planned to start in December.

### Joe Baca Middle School

#### Lease-Leaseback Construction Services

Board approved and awarded the lease-leaseback contract to Suffolk Construction on September 16. Facilities issued the Notice to Proceed immediately thereafter in order to start construction by the end of September. The contractor has started site grubbing and rough grading.

### Colton High School—New Math and Science Buildings

#### Lease-Leaseback Construction Services

Staff has reviewed lease-leaseback proposals for construction services. Upon Board approval, construction is planned to start in January 2011.

### Measure G

#### Series B Bond Sales

The District issued Series B bonds in September 2010 under Measure G for \$41.9 million. (Series A of the \$225 million Measure G Bond was sold in December 2009 for \$49 million.) These funds will help bridge the gap in state funding that has been approved but not received.

### Grand Terrace High School

#### Principal Selected

Angela Dischinger has been appointed the new principal for Grand Terrace High School. Mrs. Dischinger, currently the principal at Washington High School, will be transitioning to Grand Terrace over the next several months. She is a seasoned site administrator with over 10 years of success with high school students. Of special note, she spearheaded the Summer Graduation Program, which helped to graduate 84 students. She looks forward to welcoming everyone to her new school at the Dedication Ceremony on Saturday, October 9.

SAVE THE DATE!



**NEW  
GRAND TERRACE  
HIGH SCHOOL**



@ The Future Home of the TITANS

SAVE THE DATE!

DEDICATION ceremony

Saturday OCTOBER 9 @ 10 am



COLTON JOINT UNIFIED SCHOOL DISTRICT



**★ JOE  
BACA  
MIDDLE  
SCHOOL**

GROUND BREAKING CEREMONY

**SAVE ★ THE ★ DATE!**

① 1640 S LILAC AVE RIALTO  
Saturday - October 23 - 10:00 am

Date Approved: October 21, 2010

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David R. Zamora, Clerk

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James A. Downs, Superintendent

DRAFT

## **BOARD AGENDA**

**REGULAR MEETING**  
**October 21, 2010**

**CONSENT ITEM**

**TO:** **Board of Education**

**PRESENTED BY:** James A. Downs, Superintendent

**SUBJECT:** **Approval to Renew Grand Terrace Area Chamber of Commerce Membership (November 2010 through November 2011)**

**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 with the Grand Terrace Area Chamber of Commerce Membership commencing November 2010 through November 2011.

**BUDGET IMPLICATIONS:** General Fund expenditure: \$50

**RECOMMENDATION:** That the Board renew Grand Terrace Area Chamber of Commerce Membership (November 2010 through November 2011).



## **BOARD AGENDA**

**REGULAR MEETING  
October 21, 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

**BACKGROUND:** See attached grid.

**BUDGET  
IMPLICATIONS:** General Fund Expenditure: \$4,000

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



# **FIELD TRIPS: Regular Meeting October 21, 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>
CHS	10/28/10 (Thurs.)	7 a.m.	8 p.m.	Jostens Yearbook Company Visalia, CA (District)	<i>Students on the yearbook staff will tour the facility that produces the yearbook for Colton High School</i>	9-12	Lucas Drake (7)	SLI	\$200	Strategy #1
CHS	11/5/10 (Fri.)	8 a.m.	7 p.m.	San Diego State University San Diego, CA (District)	Mira Mesa Invitational Band Competition	9-12	Dr. Luis Gonzales (70) +25	ASB	\$3,600	Strategy #1
CHS	4/12/11 (Tues.)	7 a.m.	8 p.m.	Jostens Yearbook Company Visalia, CA (District)	<i>Students on the yearbook staff will tour the facility that produces the yearbook for Colton High School</i>	9-12	Lucas Drake (7)	SLI	\$200	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  
October 21, 2010**

### **CONSENT ITEM**

**TO:** **Board of Education**

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

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

**GOAL:** Improved Student Performance

**STRATEGIC PLAN:** Strategy #1 – Communication

**BACKGROUND:** See attached grid.

**BUDGET  
IMPLICATIONS:** General Fund Expenditure: \$900

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

**ASSEMBLIES/PROGRAMS: Regular Meeting October 21, 2010**

Site	Date	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
Smith	11/5/10	8:45 a.m.	<i>The Bully Game</i> Through the use of magic, John Abrams will work with students to better understand "bullying" and how to turn the situation around and stop it.	Smith	Amazing School Assemblies John Abram Anaheim Hills, CA	\$900	PTA	Strategy #1

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

## **BOARD AGENDA**

**REGULAR MEETING  
October 21, 2010**

### **CONSENT ITEM**

**TO:** Board of Education

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

**SUBJECT:** Approval of Bloomington High School Winter Formal  
(December 11, 2010)

**GOAL:** Community Relations

**STRATEGIC PLAN:** Strategy #6 - Character

**BACKGROUND:** The student committee in charge of making arrangements for this year's Winter Formal has investigated several sites and has selected Pharaoh's Lost Kingdom in Redlands. The date selected is Saturday, December 11, 2010, from 7 p.m. to 11 p.m. The estimated attendance will be 350 students. There will be 10-15 chaperones from the BHS staff. Students will provide their own transportation, and district transportation will be provided upon request. (Board Policy #8265)

**BUDGET  
IMPLICATIONS:** No impact to the General Fund.

**RECOMMENDATION:** That the Board approve the Bloomington High School Winter Formal (December 11, 2010).



## **BOARD AGENDA**

**REGULAR MEETING  
October 21, 2010**

### **CONSENT ITEM**

**TO:** Board of Education

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

**SUBJECT:** Approval of Consultant Services with San Bernardino County Superintendent of Schools to Provide One Additional Professional Development Day for Terrace Hills Middle School (2010-11)

**GOAL:** Improved Student Performance

**STRATEGIC PLAN:** Strategy #2 – Curriculum

**BACKGROUND:** The CJUSD Board of Education approved for the San Bernardino County Superintendent of Schools to provide language arts and mathematics Professional Development for Terrace Hills Middle School on July 15, 2010. In order to provide further mathematics training, an additional day is proposed for April 26, 2011.

**BUDGET  
IMPLICATIONS:** Title II Fund Expenditure: \$712

**RECOMMENDATION:** That the Board approve the consultant services with San Bernardino County Superintendent of Schools to provide one additional professional development day for Terrace Hills Middle School (2010-11).





## **BOARD AGENDA**

**REGULAR MEETING  
October 21, 2010**

### **CONSENT ITEM**

**TO:** **Board of Education**

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

**SUBJECT:** **Approval of Slover Mountain High School's Revised Single Plan for Student Achievement and Allocation of Title I Funds (2010-11)**

**GOAL:** Student Performance

**STRATEGIC PLAN:** Strategy #1 – Communication  
Strategy #2 – Curriculum

**BACKGROUND:** The NCLB Act of 2001 requires that schools receiving Title I funds for the first time submit a revised Single Plan for Student Achievement for Board approval before funds can be allocated to the school site.

The Slover Mountain High School Leadership Team, staff, ELAC and School Site Council have analyzed the academic performance of all student groups and have considered the effectiveness of the instructional program. As a result, the school has adopted the goals, related actions, and expenditures in their revised Single Plan for Student Achievement to raise their academic performance.

**BUDGET IMPLICATIONS:** Title I allocation to Slover Mountain High School: \$87,231

**RECOMMENDATION:** That the Board approve the Slover Mountain High School's revised Single Plan for Student Achievement and allocation of Title I funds (2010-11).

# Colton Joint Unified School District The Single Plan for Student Achievement



## Slover Mtn. High School

36676863636131  
CDS Code

Date of this revision: 9/9/10

The *Single Plan for Student Achievement* (SPSA) is a plan of actions to raise the academic performance of all students to the level of performance goals established under the California Academic Performance Index. California *Education Code* sections 41507, 41572, and 64001 and the federal No Child Left Behind Act (NCLB) require each school to consolidate all school plans for programs funded through the School and Library Improvement Block Grant, the Pupil Retention Block Grant, the Consolidated Application, and NCLB Program Improvement into the *Single Plan for Student Achievement*.

For additional information on school programs and how you may become involved locally, please contact the following person:

Contact Person:	Kristi Richardson
Position:	Principal
Telephone Number:	(909) 876-4022
Address:	325 Hermosa Street, Colton, CA 92324
E-mail Address:	Kristi_Richardson@cjud.net

The District Governing Board approved this revision of the School Plan on \_\_\_\_\_.

### Planned Improvements in Student Performance

The school site council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet API and AYP growth targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of student groups not meeting state standards:

SCHOOL GOAL # 1					
<b><i>Increase percentage of students who, upon entering the school credit deficient, earn a diploma, which includes passing the CAHSEE, to 95%, matching the CJUSD Strategic Plan goal. Increase percentage of students who, upon entering 12<sup>th</sup> grade with 125 credits completed, earn a diploma, including passing the CAHSEE, to 95%, matching the CJUSD Strategic Plan goal.</i></b>					
<p>Student groups and grade levels to participate in this goal: <i>Credit deficient students, RSP, EL, grades 9-12</i></p> <p>Means of evaluating progress toward this goal: <i>Evaluation of data on credits earned throughout the year from student information system.</i></p>	<p>Student groups and grade levels to participate in this goal: <i>Credit deficient students, RSP, EL, grades 9-12</i></p> <p>Means of evaluating progress toward this goal: <i>Evaluation of data on credits earned throughout the year from student information system.</i></p>				
<b>Actions to be Taken to Reach This Goal</b> Consider all appropriate dimensions	<b>Start Date</b> <b>Completion</b> <b>Date</b>	<b>Proposed Expenditures</b>	<b>Estimated</b> <b>Cost</b>	<b>Funding</b> <b>Source</b>	
ELPD training for all CORE teachers to infuse appropriate EL teaching strategies across the curriculum.	Nov. 2010 to Dec. 2010	Materials Substitute teachers	\$150-\$200 \$625 per teacher	Title 1 District	
Teachers will identify key ELA and Math standards to integrate across the curriculum to increase students' performance on the CAHSEE by 10% more passing after one semester at the school.	Oct. 2010 to May 2010	Extra duty for teachers	\$12,000	Title 1	

Open and staff the school library/media center for 3 additional hours two days a week for students to do school work, research projects, and make up work.	Oct. 2010 to March 2010	Extra duty for library staff	\$4,000	Title 1
Expand library holdings; including soft-wear licenses	Ongoing	Books, licenses	\$2,500	Title 1
Tutoring to extend the school day for EI, RSP and credit deficient students.	Ongoing	Extra duty for teachers Materials	\$5,000	Title 1
Provide opportunities for students to visit universities and vocational programs.	Oct. 2010 to May 2010	Substitute Teachers Admissions Transportation	\$11,181	Title 1
Provide students with after school tutoring and lab experiences.	Oct. 2010 to May 2010	Extra duty Materials	\$5,000	Title 1
Opportunities to extend learning outside of the school setting such as Aquarium of the Pacific where students will participate in a lab assignment of dissections.	Oct. 2010 to May 2010	Substitute Teachers Admissions Transportation Materials	\$3,000	Title 1
Staff will gather and analyze data to monitor progress on goals.	Ongoing	Extra duty	\$2,000	Title 1
Staff development conferences/seminars on improving student progress in all subjects.	Oct. 2010 to May 2010	Conferences Substitutes	\$4,000	Title 1
Diploma covers for students who graduate	Oct. 2010 to May 2010	Materials	\$1,050	Title 1

## SCHOOL GOAL # 2

**Increase the attendance rate of students overall by 2% from the previous school year. Decrease the amount of students who drop out of the school by 10%.**

Student groups and grade levels to participate in this goal: <i>All</i>	Student groups and grade levels to participate in this goal: <i>All</i>				
Means of evaluating progress toward this goal: <i>Monthly attendance records.</i>	Means of evaluating progress toward this goal: <i>Monthly attendance records.</i>				
Actions to be Taken to Reach This Goal Consider all appropriate dimensions	Start Date Completion Date	Proposed Expenditures	Estimated Cost	Funding Source	
District community liaison and an outside consultant will conduct home visits and follow-ups with students most at-risk of dropping out of school.	Nov. 2010 to June 2011	Extra duty for Community Liaison Outside Consultant	\$4,000	Title 1	
Monitor attendance rates.	Ongoing				

SCHOOL GOAL # 3						
Increase parent involvement to support students' academic success.						
Student groups and grade levels to participate in this goal: <i>All</i>		Student groups and grade levels to participate in this goal: <i>N/A</i>				
Means of evaluating progress toward this goal: <i>Sign-in sheets, student progress, service logs</i>		Means of evaluating progress toward this goal: <i>Service logs</i>				
Actions to be Taken to Reach This Goal Consider all appropriate dimensions		Start Date Completion Date	Proposed Expenditures	Estimated Cost	Funding Source	
Parent programs to help support their child's education and post graduation planning for college or work force.		October 2010 to June 2011	Extra duty Consultants Refreshments Materials Babysitting	\$6,600	Title 1	
Offer programs to educate parents on the impact of drugs and alcohol on student learning and provide strategies to curb at-risk teen behaviors.		October 2010 to June 2011	Extra duty Consultants Refreshments Materials Babysitting	\$3,500	Title 1	

<b>SCHOOL GOAL # 4</b> <b>Provide support for students' social-emotional issues that put the at-risk for school failure.</b>					
Groups participating in this goal (e.g., students, parents, teachers, administrators):		Anticipated annual growth for each group:			
<i>At-risk students</i>		N/A			
Means of evaluating progress toward this goal:		Group data to be collected to measure gains:			
<i>Service Logs</i>		<i>Service Logs</i>			
Actions to be Taken to Reach This Goal Consider all appropriate dimensions	Start Date Completion Date	Proposed Expenditures	Estimated Cost	Funding Source	
Provide consultants to address substance use, violence, anger and truancy issues.	October 2010 to June 2011	Extra duty GRIT Consultant	\$18,000	Title 1	
Staff Development in dealing with At-risk students.	October 2010 to June 2011	Extra duty Conferences Materials	\$3,000		
Hold student support meetings and trainings to develop student peer leadership.	October 2010 to June 2011	Extra duty Conferences Materials	\$2,500		

## Programs Included in this Plan

Check the box for each state and federal categorical program in which the school participates and, if applicable, enter amounts allocated. (The plan must describe the activities to be conducted at the school for each of the state and federal categorical program in which the school participates. If the school receives funding, then the plan must include the proposed expenditures.)

State Programs	Allocation
<input checked="" type="checkbox"/> <b>EIA/SCE</b> Economic Impact Aid/ State Compensatory Education <u>Purpose:</u> Help educationally disadvantaged students succeed in the regular program.	\$8,019
<input checked="" type="checkbox"/> <b>EIA/ELP</b> Economic Impact Aid/ English Learner Program <u>Purpose:</u> Develop fluency in English and academic proficiency of English learners	\$6,739
<input type="checkbox"/> <b>Title I, Part A Schoolwide Program</b> <u>Purpose:</u> Upgrade the entire educational program of eligible schools in high poverty areas.	\$
<input type="checkbox"/> <b>QEIA – Quality Education Investment Act – CMS only</b>	\$
<input checked="" type="checkbox"/> <b>Title I, Part A Targeted Assistance Program (Bloomington Middle and Slover only)</b> <u>Purpose:</u> Upgrade the targeted educational program of eligible schools in high poverty areas.	\$87,331
<input type="checkbox"/> List and Describe Other funds	\$
Total amount of state categorical funds allocated to this school	\$101,989

Special education funds used in a School-Based Coordinated Program to serve students not identified as individuals with exceptional needs must be listed.



## Recommendations and Assurances

The school site council recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:


1. The school site council is correctly constituted and was formed in accordance with district governing board policy and state law.
2. The school site council reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the school plan requiring board approval.
3. The school site council sought and considered all recommendations from the following groups or committees before adopting this plan.

### English Learner Advisory Committee

4. The school site council reviewed the content requirements for school plans of programs included in this *Single Plan for Student Achievement* and believes all such content requirements have been met, including those found in district governing board policies and in the LEA Plan.
5. This school plan is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.
6. This school plan was adopted by the school site council at a public meeting on:  
September 9, 2010

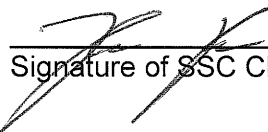
Attested:

Kristi Richardson  
Typed name of school principal

  
Signature of school principal

9-9-10  
Date

Ricardo Ruiz  
Typed name of SSC Chairperson

  
Signature of SSC Chairperson

9-9-10  
Date

Not Applicable  
Typed name of ELAC Chairperson

\_\_\_\_\_  
Signature of ELAC Chairperson

\_\_\_\_\_  
Date



## **BOARD AGENDA**

**REGULAR MEETING**  
**October 21, 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

**BACKGROUND:** The Board may accept gifts of money or property on behalf of the district in accordance with Board Policy #3290: Gifts, Grants and Bequests.

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

Site	Donor	Donation/Purpose	Amount
District Office	James A. Downs 1212 Valencia Drive Colton, CA 92324	Check #117	\$145.75
Paul J. Rogers	Lifetouch National School Studios 11000 Viking Drive, Suite 500 E Eden Prairie, MN 55344	Check #2140672	\$1,412.00
Reche Canyon	Target P.O. Box 59214 Minneapolis, MN 55459-0214	Check #2153342	\$77.90
Reche Canyon	Team Coyote - PTA 3101 Canyon Vista Drive Colton, CA 92324	Check #1220 Digital Sign	\$5,000.00
Reche Canyon	Team Coyote - PTA 3101 Canyon Vista Drive Colton, CA 92324	Check #1219 Digital Sign	\$8,150.00
Slover Mt. High School	Target P.O. Box 59214 Minneapolis, MN 55459-0214	Check #2168029	\$138.40
Sycamore Hills	Target P.O. Box 59214 Minneapolis, MN 55459-0214	Check #2172189	\$161.99

## **BOARD AGENDA**

**REGULAR MEETING  
October 21, 2010**

### **CONSENT ITEM**

**TO:** Board of Education

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

**SUBJECT:** Approval of Parent and/or Booster Clubs and Organizations (2010-11)

**GOAL:** Student Performance / Community Relations & Parent Involvement

**STRATEGIC PLAN:** Strategy #1 – Communication  
Strategy #6 – Character

**BACKGROUND:** In accordance with Board Policy 3190(a) any person or group desiring to raise money to benefit a student or students at one or more schools within the district shall request authorization to so operate in accordance with Education Code 51521, by making application to the Governing Board.

The following Parent and/or Booster Club and Organization have submitted an application:

Bloomington High School – Bruins Cheer Booster Club

**BUDGET  
IMPLICATIONS:** No impact to the General Fund

**RECOMMENDATION:** That the Board approve Parent and/or Booster Clubs and Organizations (2010-11).

September 17, 2010

Date

Bloomington High School

School

PARENT AND/OR BOOSTER CLUB/ ORGANIZATION APPLICATION FOR AUTHORIZATION  
FOR SCHOOL YEAR 2010-2011

1. Name of Parent and/or Booster Club/Organization: **Bruins Cheer Booster Club**
2. Qualifications/quotas for membership: **Bylaws attached.**
3. Names, home addresses and phone number of all officers:  
(List President, Vice President, Secretary, Treasurer, etc.)  
**President:**  
**Shawn Wright,** [REDACTED]  
**Vice President:**  
**OPEN**  
**Secretary:**  
**Precious Thompkins** [REDACTED]  
**Treasurer:**  
**Kris O'Loughlin** [REDACTED]
4. Briefly describe the purpose of your Parent and/or Booster Club/Organization:  
(You may attaché your constitution and/ or bylaws)  
**Bylaws attached.**
5. What are your specific annual objectives? Briefly itemize estimated amount of money to be raised.  
**Provide support and increase the opportunities of the coaches, staff and cheerleaders of Bloomington High Cheer. Estimated cost per student.**  
**\$800.00 - Uniform cost and equipment ( pom poms, boxes, etc)**  
**\$300.00 - Cheer camps**  
**\$200.00 - Competition entry fees**  
**\$150.00 - Food & lodging**  
**\$100.00 - Banquets and awards**
6. Federal and State Tax exempt number: **EIN #** [REDACTED]
7. Proof of Liability Insurance attached: **Attached**
8. Statement of indemnification and re-imbursement to the District for property tax assessment:  
**Attached**

## PARENT AND/OR BOOSTER CLUB/ORGANIZATION DONATION PROCEDURES

### Purchasing Supplies

When a Parent and/or Booster Club/Organization desires to give a department a sum of money to be used for supplies, the department chair or teacher who is designated to spend the funds should purchase the supplies through the regular purchase order system or open order system of the District, with the approval of the principal. The purchase should be charged to a school account code and then marked boldly on the purchase requisition.

TO BE PAID BY: **BRUINS CHEER BOOSTER CLUB**

c/o Shawn Wright  


The purchases will be charged to the school account code on the requisition at the time of payment. The District office will bill the Parent and/or Booster Club/Organization and when the funds are received the charge will be repaid.

### Purchasing Equipment

When a Parent and/or Booster Club/Organization desires to donate equipment to a school, the preferred method for the purchases would be the same as purchasing supplies. A purchase requisition should be completed, approved by the principal and charged to a school account code and sent to the District office. The requisition should be marked boldly:

TO BE PAID BY: **BRUINS CHEER BOOSTER CLUB**

c/o Shawn Wright  


The purchase will be charged to the school account code on the requisition at the time of payment. The District office will bill the Parent and /or Booster Club/Organization and when the funds are received the charge will be repaid.

The Parent and/or Booster Club/Organization has the option of designating certain items to be purchased from certain vendors and the District will work with the Parent and/or Organization so long as the purchase does not exceed the District's bid limit of \$21,000.

The only time a Parent and/or Booster Club/Organization can purchase equipment outright and donate it to a school is when the principal approves the purchase first. The equipment then must be accepted by the Governing Board at the regular Board meeting as a donation to the District.

### Payment of Salaries

Stipends/Salaries – Parent and/or Booster Club/Organization may not pay any employee of the District an additional stipend without prior approval of the Colton Joint Unified School District – Personnel office.

Transportation

The Parent and/or Booster/Organization may donate funds to the District for payment of transportation of students to events. A Field Trip request form must be completed and sent to the District Transportation Department. The request form must be marked boldly:

TO BE PAID BY: **BRUINS CHEER BOOSTER CLUB**  
**c/o Shawn Wright**



If funds are not received, the principal's account will be charged.



# Bloomington Bruins Cheer Boosters

## **I. Name**

The name of this organization shall be Bruins Cheer Booster Club.

## **II. Purpose of the Organization**

The Bruins Cheer Booster Club is a non-profit organization with the purpose of providing ongoing support through financial, administrative, clerical, and organizational assistance to the Bloomington High School Cheerleaders and their staff.

## **III. Membership**

This organization shall be open to all parents/guardians, family, friends, and volunteers of the Bloomington High cheer program.

There shall be no dues for acceptance into the Bruins Cheer Booster Club.

The Bruins Cheer Booster Club shall keep a roster of names, addresses, emails, and telephone numbers of all cheerleaders, which shall be updated annually.

Each member shall have the right to vote on any matter requiring a vote at the general meetings.

All Bruins Cheer Booster Club members will act with integrity, respect, honesty, and fairness. All members are to support the Coaches, staff and cheerleaders. A violation of any of the above named acts can result in immediate dismissal of our organization.

Members forming and organizing with other groups that are not in the best interest of the Bruins Cheer Booster Club and/or the needs of the Coaches, staff, and/or cheerleaders will be asked to resign their position.

## **IV. Objectives**

Provide Support and increase the opportunities of the coaches, staff, and cheerleaders of Bloomington High Cheer.

Communicate pertinent information to the cheer parents on a regular basis.

Plan and conduct fundraisers as deemed necessary by the Bruins Cheer Booster Club board members. Fundraisers will be used to help keep cost to parents at a minimum. Fundraisers shall be used for competition fees, awards, banquets or any other activity approved by the board.

## **V. Meetings**

The Bruins Cheer Booster Club shall meet biweekly at a time and location determined by the board members. Additional meetings will be held if deemed necessary by the board and/or recommended by the coach or staff of Bloomington High Cheer.

Minutes of each meeting will be distributed at the next booster meeting, and will be available to any member upon request.

## **VI. Executive Board**

Elected officers of the Bruins Cheer Booster Club shall include a President, Vice-President, Secretary, and Treasurer.

Elections will be held annually in April. Nominations will be taken from the floor, all nominees must be present. Voting will be done by a show of hands. A simple majority is required for the elected positions. Officers will start their terms in May to prepare for the upcoming season.

No one member shall hold more than one elected office simultaneously.

Should a vacancy occur in any office, the Boosters may, at their option, appoint a successor or announce an election to fill the vacancy.

An officer shall not miss two consecutive meetings, if so, the Boosters have the right to terminate them from their position. Boosters will vote in a new board member or temporarily assign the position until the position is filled.

## **VII. Duties of Officers**

### **A. President- Shawn Wright**

1. The President shall have the responsibility to see that all orders and resolutions of the Bruins Cheer Booster Club Board are carried out.
2. Shall plan the agendas for all meetings.
3. May appoint special committees as deemed necessary.
4. Shall maintain communication with the Coaches, and staff of Bloomington High Cheer, as well as School administration.

**B. Vice-President**

1. Shall, in the absence or by the direction of the president, perform any duties and exercise the powers of the President.
2. Shall, in coordination with the President plan and organize fundraising events.

**C. Treasurer-Kris O'Loughlin**

1. Shall keep permanent books of account and records of items including income, receipts, and disbursements.
2. Shall receive all money, provide receipts and make necessary deposits to the bank approved by the Bruins Cheer Booster Club.
3. Shall pay all bills as authorized by the Booster Board. Shall dispense allotted money for expenses to the appropriate person as approved by the Booster Board.
4. Shall prepare the annual budget and financial summaries for the Bruins Cheer Booster Club.
5. Shall work with the President to forward all necessary tax and insurance forms as required by the district and/or governmental agencies.
6. Shall prepare an annual report to be presented at the April Meeting.
7. Shall provide a copy of the bank statement at all Bruins Cheer Booster Club meetings.

**D. Secretary- Precious Thompkins**

1. Shall keep accurate records of all board and general meetings.
2. Shall maintain a current record of all Bruins Cheer Booster Club members.
3. Responsible for ensuring the Cheerleader contact list (phone numbers, emails, and addresses) is current.
4. Shall assist in mailing minuets, newsletters, and other correspondence as necessary.
5. Shall maintain a file of all documentation as deemed necessary by the Bruins Cheer Booster Club Board.

**VIII. Quorum**

A quorum for Bruins Cheer Booster Club shall be set at the majority of the members.

Any actions or decisions are to be made with the President and Cheer Advisor's approval.

All decisions are to be made at the Booster Club meetings; no one individual is to make a decision with out the Booster Club Voting.

Our goal is to focus on positive ways to support our cheerleaders, coaches, and staff. Any deviations from our goals will result in immediate termination from the Bruins Cheer Booster Club.

**IX. Funds**

If any money remains in the account at the year-end, said money shall be carried over to the next year for use by the new board. In the event that the Bruins Cheer Booster Club should disband all remaining funds shall be deposited into the ASB account, solely designated for the Bloomington High Cheer program.

**X. Amendments to the By-Laws**

Proposed changes to the by-laws are to be submitted to the Bruins Cheer Booster Club Board in writing.

The Board will present the proposed changes at the next scheduled meeting.

Passage of by-laws requires a simple majority of members present at the meeting.

By-Laws are to be reviewed and approved annually.



[www.NEAgencies.com](http://www.NEAgencies.com)

Excess and Surplus Lines Division  
TAPCO Insurance Services  
3060 S. Church Street  
P.O. Box 286  
Burlington, NC 27216-0286

Phone: (866) 682-7726

Bruins Cheer Booster Club  
BRUIN-1

3800001  
Northeast Agency Insurance Services  
2495 Main Street - Suite 209  
Buffalo, NY 14214  
Producing Agent: John Garcia

Date Entered: 9/3/2010

Effective Dates: 9/17/2010 to 9/17/2011

Nautilus Insurance Company

Term: Twelve Months

State: CA

Account ID: [REDACTED]

Percent Earned: 25%

In accordance with your instructions, we have bound the following coverage; provided we receive a properly completed application within 12 days of the effective date shown above.

#### General Liability

\$ 2,000,000 General Aggregate  
Included Products/Completed Operations Aggregate  
\$ 1,000,000 Personal Injury/Advertising Injury  
\$ 1,000,000 Each Occurrence Limit  
\$ 100,000 Damage to Premises Rented to You  
\$ 5,000 Medical Payments

\* Excludes Professional, Nuclear Energy, War, Punitive, Exemplary, Asbestos, Silica, Lead, Toxic Substances, Total Pollution, Radon Gas, Subsidence, Mold, Spores, Fungus, Known Injury or Damage, Property Damage Claims in Progress, Participants, Assault & Battery, Abuse or Molestation, Liquor, Communicable Disease, Cancer, Employment Related Practices, Leased Workers, Voluntary Labor, Electromagnetic Fields, Injury To Contractors / Independent Contractors / Subcontractors, Radioactive Contamination, New Entities, Hired & Non Owned Auto, Year 2000 Computer Related and Other Electronic Problems, Violations of Statutes That Govern E-Mails / Fax / Phone Calls. Classification & Contractual Liability Limitations and Minimum and Deposit Premium Endorsement Apply. Terrorism is excluded unless coverage is purchased per the requirements of the Terrorism Risk Insurance Program Reauthorization Act of 2007. This list is for informational purposes only and does not intend to represent the entire list of forms and/or endorsements that may be attached to any policy issued as a result of this quotation.

#### Location 1

Code: 41669, Clubs civic, service or social no buildings or premises owned or leased Other than Not- For- Profit,  
Ded: \$500, 4 member booster club for cheerleading

Coverage Type	Basis	User Adj. Rate
Units	4	1.9565

Please note that this binder is for temporary insurance for a twelve-day period. This binder exists on its own terms and expires on its own terms. When a binder expires on its own terms, no coverage exists thereafter. Requirements for notice of cancellation to insureds do not apply to expired binder.

Surplus Lines Licensee: William Pinson, License # OF54108

Nautilus Insurance Company, 7273 EAST BUTHERUS DRIVE, Scottsdale, AZ 85260

GL Premium:	\$500.00
Premium:	\$500.00
Total Premium:	\$500.00
Policy Fee:	\$100.00
Tax:	\$19.50
Total:	\$619.50





Excess and Surplus Lines Division  
TAPCO Insurance Services  
3060 S. Church Street  
P.O. Box 286  
Burlington, NC 27216-0286

Phone: (866) 682-7726  
Fax: (336) 586-0086  
Email: [nea@gotapco.com](mailto:nea@gotapco.com)  
Tapco CA License #: 0G63253

## BINDER OF INSURANCE

Date: 9/20/2010  
Underwriter: John J Twomey  
Agent Code: CAVTK01  
Agent Name: HAGEY INSURANCE AGENCY  
INC  
P 9098207373 F 9098204238

## CLIENT SUMMARY

Insured: Bruins Cheer Booster Club  
BRUIN-1  
State: CA

## BINDER SUMMARY

Account ID: [REDACTED]  
Effective: 9/17/2010 - 9/17/2011  
Company: Nautilus Insurance Company  
Type of Coverage: GENERAL LIABILITY  
Premium: \$619.50

## REMARKS

Please retain the original application for your records.

Coverage has been bound based on the Quote Letter provided. Not all coverages requested on the application may be available. Please verify the coverage provided meets the needs of your customer. Questions regarding this quotation contact 866-682-7726.

In accordance with your instructions, this is to confirm that coverage has been bound, as referenced above; **subject to receipt of all underwriting requirements and premium payment in our office within 12 days** from the effective date. Please return a copy of this invoice with your premium check to Tapco. **Failure to remit the premium within 12 days of the effective date shown above will nullify and void this binder in its entirety. Payment may be accepted after the 12th day but the effective date will be changed to reflect when payment is received.**

This premium is based on the information obtained. The premium is subject to change if the underwriting or rating information differs.

Please note that this binder is for temporary insurance for a twelve-day period. This exists on its own terms and expires on its own terms. When this binder expires on its own terms, no coverage exists thereafter. Requirements for notice of cancellation to insureds do not apply.

• No Flat Cancellations allowed. • All premiums are subject to a Minimum Earned Premium Percentage of 25% or higher. • Policies with terms of 90 days or less are subject to 100% earned premium. • Policies with terms over 90 days but less than 365 days are subject to 50% or higher minimum earned premium. • Policy Fees are 100% earned.

### Customer Service Inquiries:

Certificates of Insurance:	<a href="mailto:cois@gotapco.com">cois@gotapco.com</a>	fax: (336) 585-0858
Endorsements:	<a href="mailto:endorsements@gotapco.com">endorsements@gotapco.com</a>	fax: (336) 538-0093
Claims:	<a href="mailto:claims@gotapco.com">claims@gotapco.com</a>	fax: (336) 538-0094
Cancellations/Reinstatements:	<a href="mailto:cancellations@gotapco.com">cancellations@gotapco.com</a>	fax: (336) 584-3406

October 6, 2010

Jaime R. Ayala  
Assistant Superintendent  
Business Services Division  
Colton Joint Unified School District  
1212 Valencia Dr.  
Colton, CA 92324

Attention: Joanne Medina  
Fax # 909-422-0128

Re: Application for Bruins Cheer Booster Club

To Whom It May Concern:

In accordance with the requirements of Education Code 51521, section 1, item ( i )  
regarding the application of the Bruins Cheer Booster Club, please accept the following.

I have received, reviewed, support and approve the application and By-Laws for the  
Bruins Cheer Booster Club as submitted to the Colton Joint Unified School District on  
September 17, 2010.

Name James N. Western

Title Assistant Principal

Signature James Western  
909-580-5004

cc: Mr. Cabrera – BHS Principle  
Mr. Western - Assistant Principle  
Shawn Wright – President



[REDACTED]

---

**From:** Kris O [REDACTED]  
**Sent:** Tuesday, October 13, 2010 3:54 PM  
**To:** [REDACTED]  
**Subject:** Bruins Cheer Booster Club  
**Attachments:** By-Laws in place.doc; Disrtict Authorization 1.doc; Binder.pdf; NE Binder.pdf

[REDACTED]

[REDACTED] We are currently banking with:

Wells Fargo  
11205 Sierra Ave.  
Fontana, Ca 92337  
909-429-3740  
Account Name: Bruins Cheer Booster Club  
Names on the Account:  
Kris O'Loughlin - Treasurer  
Shirley Hill - Booster Member

If there is any other information that is need, please let me know.

Thank you ,  
Kris O'Loughlin  
Bruins Cheer Booster Club  
Treasurer



## **BOARD AGENDA**

**REGULAR MEETING  
October 21, 2010**

### **CONSENT ITEM**

**TO:** **Board of Education**

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

**SUBJECT:** **Approval to Open an Escrow Account for the Deposit of Earned Retentions for Suffolk Construction Company, Inc. on the Joe Baca Middle School Project**

**GOAL:** Facilities / Support Services

**STRATEGIC PLAN:** Strategy #4 – Facilities

**BACKGROUND:** It is necessary that the Board approve the opening of the individual escrow/bank account.

Public Contract Code 22300 requires that the District offer contractors performing public works projects the opportunity to deposit their earned retentions into an interest bearing escrow account. The retention is withheld from the individual contractor's progress billings at the rate of 10%. At the time the individual progress billing (90% of that bill) warrant is mailed to the contractor, another warrant representing 10% of that bill is mailed to the escrow account. There it will earn interest and the contractor can draw on that interest as the project proceeds. Once the Notice of Completion has been recorded and 35 days have passed, the District notifies the escrow agent to release the total retention due the contractor.

The Suffolk Construction Company, Inc. contract was approved at the September 16, 2010 Board meeting. The original contract amount is \$34,709,597.

**BUDGET  
IMPLICATIONS:** No impact to the General Fund

**RECOMMENDATION:** That the Board approve opening an escrow account for the deposit of earned retentions for Suffolk Construction Company, Inc. on the Joe Baca Middle School Project.

**ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION**

This Escrow Agreement dated October 6, 2010 is made and entered into by and between Colton Joint Unified School District, 1212 Valencia Drive, Colton, California 92324, hereinafter called "OWNER", and **Suffolk Construction Company, Inc.** whose address is **38 Discovery, Suite 200, Irvine, CA 92618** hereinafter called "CONTRACTOR", and **Bank of Sacramento** whose address is **1750 Howe Avenue, Suite 100, Sacramento, CA 95825** hereinafter called "Escrow Agent".

For the consideration hereinafter set forth, the OWNER, CONTRACTOR and Escrow Agent agree as follows:

(1) Pursuant to section 22300 of the Public Contract Code of the State of California, CONTRACTOR has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by OWNER pursuant to the Construction Contract entered into between the OWNER and CONTRACTOR for **Project: School Improvements at Colton Unified Middle School No. 5**, in the amount of **\$32,589,597.00** dated **September 16, 2010** (hereinafter referred to as the "Contract"). Alternatively, on written request of the contractor, the OWNER shall make payments of the retention earnings directly to the escrow agent. When CONTRACTOR deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the OWNER within ten (10) days of deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the OWNER and CONTRACTOR. Securities shall be held in the name of the OWNER, and shall designate the CONTRACTOR as beneficial owner.

(2) The OWNER shall make progress payments to the CONTRACTOR for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) When the OWNER makes payments of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the OWNER pays the Escrow Agent directly.

(4) CONTRACTOR shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the OWNER. These expenses and payment terms shall be determined by the OWNER, CONTRACTOR, and Escrow Agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of CONTRACTOR and shall be subject to withdrawal by CONTRACTOR at any time and from time to time without notice to the OWNER.

(6) CONTRACTOR shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the OWNER to the Escrow Agent that OWNER consents to the withdrawal of the amount sought to be withdrawn by CONTRACTOR.

(7) The OWNER shall have a right to draw upon the securities in the event of default by the CONTRACTOR. Upon seven (7) days' written notice to the Escrow Agent from the OWNER of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the OWNER.

(8) Upon receipt of written notification from the OWNER certifying that the Contract is final and complete, and that the CONTRACTOR has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to CONTRACTOR all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payment of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the OWNER and the CONTRACTOR pursuant to Sections (5) to (8), inclusive, of this agreement and the OWNER and CONTRACTOR shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the OWNER and on behalf of CONTRACTOR in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

---

Title

---

Name

---

Signature

---

1212 Valencia Drive, Colton, CA 92324

Address

On behalf of Contractor:

Controller

Title

Luke Hovde

Name

Signature

38 Discovery, Ste. 200, Irvine, CA

Address

On behalf of Agent:

Vice President/Escrow Officer

Title

Julianne Jacino

Name

Signature

1750 Howe Avenue, Suite 100, Sacramento, CA 95825

Address

At the time the Escrow Account is opened, the OWNER and CONTRACTOR shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

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

OWNER

CONTRACTOR

Title

Controller

Title

Name

Luke Hovde

Name

Signature

Signature

## BOARD AGENDA

REGULAR MEETING  
October 21, 2010

### ACTION ITEM

**TO:** Board of Education

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

**SUBJECT:** Approval of Personnel Employment and Resignations

**GOAL:** Human Resources Development

**STRATEGIC PLAN:** Strategy #1 – Communication

**BACKGROUND:** Administrative Regulations AR 4112 and 4212 *Appointment and Conditions of Employment* states: *Upon recommendation of the Superintendent, the Governing Board shall approve the appointment of all certificated (AR 4112) and classified (AR 4212) employees.*

Listed below are the recommendations for personnel employment along with their respective positions and sites.

### Employment

#### **I-A Certificated – Regular Staff**

1. Berger, Stacey Elementary Teacher (temp) – Grand Terrace
2. Ramos, Alice Elementary Teacher (temp) – Lewis
3. Schoonover, Tamara Elementary Teacher (temp) – Cooley Ranch

#### **I-B Certificated – Activity/Coaching Assignments**

1. Coronado, Anthony R. HD Varsity Soccer – CHS
2. Flores, Manuel HD JV Soccer – CHS
3. Goldkorn, Peter HD Varsity Basketball – CHS
4. Ponce, Armando HD Varsity Soccer – CHS

#### **I-C Certificated – Hourly – None**

#### **I-D Certificated – Substitute Teacher**

1. Aguilar, Elena
2. Aguirre, Lorena
3. Alcantar, Esmeralda
4. Alcaez Torres, Saul
5. Aldana, Danielle
6. Baldwin, Michelle
7. Bui, David
8. Duarte, Mayra
9. Duran, Abril
10. Frimpong-Manso, Kwadwo
11. Gaston, Christopher
12. Gutierrez, Brian
13. Heredia, Paul
14. Iacodo, Steven
15. Maples, Leslie
16. Ortiz, Ulises
17. Zarek, Kristina

#### **II-A Classified – Regular Staff**

1. Beeson, Brandon Mail Courier/Delivery Driver – DO/Print Shop
2. Castro, Monserrat Special Ed. Inst. Asst. – CMS
3. De Blanco, Patricia State Preschool Inst. Asst. – Lincoln
4. Espinoza, Wendy Bus Driver – Transportation
5. Flores, Paula State Preschool Inst. Asst. – Wilson
6. Hernandez, Esmeralda Bus Driver – Transportation
7. Romero, Roseanna Bus Driver – Transportation

#### **II-B Classified – Activity/Coaching Assignments**

1. De La Torre, Erika HD Frosh/Soph Volleyball (walk-on) returning- CHS
2. Hopkins, Bradford Football Assistant (walk-on) – BHS

#### **II-C Classified – Hourly**

3. Arreola, Dolores Sub Nutrition Service Worker
4. Avila, Ismael Sub Bus Driver
5. Escajeda, Corrina Sub Child Development Inst. Asst.
6. Johnson, Desiree Sub Bus Driver
7. Rodriguez, Gina Sub Child Development Inst. Asst.

#### **II-D Classified – Substitute**

1. Chavez, Elizabeth Noon Aide – Reche Canyon
2. Contreras, Tamara Sub Noon Aide – Grand Terrace/Cooley Ranch
3. Ramirez, Cory Sub Noon Aide – Jurupa Vista

B-1

***Resignations***

**I Certificated – None**

**II Classified**

**I. Trujillo, Joe**

Security Manager – CHS  
Employed August 15, 2006; resignation  
effective October 7, 2010. Personal reasons.

**RECOMMENDATION:** That the Board approve personnel employment and resignations as presented.

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



## BOARD AGENDA

### REGULAR MEETING

October 21, 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

**BACKGROUND:**

Frank Miranda – **McKinley**  
Principal

*ACSA 2010 Leadership Conference*  
November 4-6, 2010  
San Diego, CA  
General Funds: \$1,689.33

Rick Feinstein – **Transportation**  
Manager  
Juanita Battistone – **DO/Risk/Benefits**  
Benefits Technician

*High Desert Inland Trust*  
*Annual Board Retreat*  
November 5-6, 2010  
Lake Arrowhead, CA  
No Cost to the District

Michael Walling – **BHS**  
Counselor  
Alan Lake  
Lawrence Okonkwo  
Teachers

*CASLE SLC Leadership Retreat*  
November 7-9, 2010  
Lake Arrowhead, CA  
SLC Funds: \$1,720.45

Tina Petersen – **BHS**  
Assistant Principal  
Marc Howard  
Calvin Smith (ROP)  
Teachers

*UCCI Institute: Subject Areas A&B*  
November 7-10, 2010  
Pacific Grove, CA  
SLC Funds: \$1,425.00

Lisa Lennox – **PPS/ESC**  
Curriculum Program Specialist

*California Community of Practice*  
*Secondary Transition Symposium*  
November 14-16, 2010  
Los Angeles, CA  
Workability Funds: \$644.82

**Bloomington Christian School**  
Administrators = 4  
Teachers = 23

*ACSI Anaheim Convention*  
November 18-19 2010  
Anaheim, CA  
Title II Funds: \$3,529.00

Kathleen Dickerson – **CHS**  
Teacher

*Culinary Arts for Food Service*  
*And Hospitality Educators*  
November 19-21, 2010  
Los Angeles, CA  
Perkins Funds: \$701.52

Delores Curry – **BHS**  
Counselor

*WASC Accreditation Visit*  
March 28-30, 2011  
Pomona, CA  
No Cost to the District

**BUDGET  
IMPLICATIONS:**

General Fund Expenditure: \$9,710.12

**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

October 21, 2010

### ACTION ITEM

**TO:** Board of Education

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

**SUBJECT:** Approval of Agreement with Educational Resource Consultants (ERC) for Grant Writing Services (November 1, 2010 through June 30, 2011)

**GOAL:** Student Performance, Personnel Development, Facilities/Support Services, Budget Planning, School Safety & Attendance, Community Relations and 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:** Educational Resource Consultants (ERC) will prepare grant applications and supporting documentation to ensure compliance with funding agency requirements. They will coordinate with District administrators to identify projects that are compatible with available funding sources; track status of grant opportunities and provide additional information as required. In addition, ERC will work with District personnel to expedite internal processing of grant proposals and maintain a positive, proactive relationship with community organizations, city officials, non-profit agencies and other educational institutions to enhance proposal development and grant writing.

**BUDGET IMPLICATIONS:** General Fund Expenditure, Not to Exceed: \$52,450

**RECOMMENDATION:** That the Board approve the Agreement with Educational Resource Consultants (ERC) for Grant Writing Services (November 1, 2010 through June 30, 2011), as presented.

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

# Colton Joint Unified School District

## CONSULTANT SERVICES AGREEMENT

This agreement made and entered into this 1 day of November 2010, by and between the Colton Joint Unified School District, hereinafter referred to as the "District" and Educational Resource Consultants (ERC), hereinafter referred to as the "Consultant":

### Witnesseth:

Whereas, the District is in need of: Grant Writing Services and whereas, the consultant has expertise in performing this service, it is mutually beneficial to the parties to enter into this agreement in accordance with the following terms and conditions:

1. Consultant will prepare grant applications and supporting documentation to ensure compliance with funding agency requirements. Consultant will coordinate with District administrators to identify projects that are compatible with available funding sources; track status of grant opportunities and provide additional information as required; work with District personnel to expedite internal processing of grant proposals; and maintain a positive, proactive relationship with community organizations, city officials. Non-profit agencies and other educational institutions to enhance proposal development and grant writing.
2. Consultant's writers and research associates will participate in three stages of proposal development:

Preplanning – Identify opportunities, review with staff and develop "game plan."

- Review the grant application guidelines with appropriate District staff.
- Discuss issues and advise on the project and grant application development.
- Prepare list of issues/concerns to be resolved, relative to specific grant applications.
- Request information from District staff regarding any items requiring action.
- Consult, plan and strategize with District staff throughout the proposal planning process.
- Assist with data gathering, bid package preparation, signature retrieval, and scheduling.

Development – Coordinate processes, time line, and proposal content.

- Develop timelines to ensure timely application submissions.
- Structure workflow to execute work plan.
- Collaborate with proper stakeholders to obtain signatures, data, forms and letters.

- Identify, locate, collect and analyze data required in proposal guidelines.
- Develop content for the grant application narrative and data.
- Prepare supplemental documents as required.
- Assist in budget development to the extent needed.

Completion – Prepare final package, submit and follow-up.

- Prepare final drafts of grant applications.
  - Coordinate reviews of proposal drafts with District staff prior to submission.
  - Provide copies of the final draft to District staff for review prior to submission.
  - Submit required number of copies to funding agency to meet proposal deadline.
  - Follow up with agency to ensure receipt.
3. Contract Period: The initial term of the contract shall commence November 1, 2010 and continue through June 30, 2011. Agreement may be renewed annually by mutual agreement.
  4. Termination: Either party reserves the right to terminate this agreement at any time on 30 days written notice. If either party terminates this contract, Consultant shall cease all services at the end of the 30 day period.
  5. Fingerprint Certification: Consultant 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).
  6. Insurance Requirements: The Consultant shall secure and maintain from an admitted California surety, the minimum amounts of coverage listed below to protect against claims that may arise from operations under the contract, whether such operations are by the Consultant or anyone directly or indirectly employed by them. The Consultant shall have Commercial General Liability (CGL) and Commercial (Business) Automobile Liability (CA or BA). Workers Compensation (WC) shall also be provided unless exempted as outlined below. Under some circumstances, the District may also require Errors and Omissions (E&O), excess, or other coverage whenever exposure warrants, as determined by the District.

Failure to obtain or maintain the required coverage or furnish the required certificates, endorsements, or policies shall constitute a material breach of this agreement and may result in termination of the agreement.

### Evidence of Insurance

Satisfactory Evidence of Insurance shall be provided to the District. All Certificates and endorsements shall be signed by an authorized representative of the insurance carrier. The District reserves the right to require the original Certificate(s)/endorsement(s) and/or to require copies of the Contractor's insurance policy(ies).

Insurance Certificates are required to have a 30-day non-renewal/cancellation notice clause and shall include NAMED ADDITIONAL INSURED ENDORSEMENTS as indicated below.

Satisfactory Evidence of Insurance must be submitted and approved by the District prior to providing any product or service covered under this agreement.

### Additional Insureds

The CGL and CA/BA policies shall be endorsed to name the following as additional insureds:

- Colton Joint Unified School District, its directors, officers, employees, volunteers and Board members.

### Rating of Insurer

All policies shall be from admitted insurers with an A.M. Best rating of at least A-, VII, or better, except that for W/C coverage, the California State Compensation Insurance Fund (State Fund) is acceptable. The District reserves the right to approve other carriers if found acceptable to the District Department of Risk Management and Health Benefits.

### Minimum Coverages

- Commercial General Liability (CGL) - includes both bodily injury and property damage

- \$1,000,000 per occurrence
  - \$ 100,000 fire damage
  - \$ 5,000 medical expenses
  - \$1,000,000 personal and advertisement injury
  - \$3,000,000 general aggregate\*
  - \$3,000,000 products/completed operation aggregate

\*\$3,000,000 general aggregate may be waived if the policy is endorsed stating that the \$1,000,000 occurrence applies solely and separately to the Colton Joint Unified School District and the waiver is approved by the Colton Joint Unified School District.

- Commercial (Business) Automobile Liability (CA or BA) - all owned, hired and non-owned vehicles

\$1,000,000 combined single limit

- Workers Compensation (WC)

Part A – Statutory Limits

Part B – Employer's Liability - \$1,000,000/\$1,000,000/\$1,000,000

Exemption: Sole proprietors with no employees are exempt from providing WC coverage. Contractors meeting this exemption requirement must provide the District with evidence of their exemption.

7. Hold Harmless: The Consultant shall indemnify and hold harmless the District, its officers, agents and employees, from every claim or demand made, and every liability, loss damages, or expense, of any nature whatsoever, which may incurred by reason of:
  - a. Liability for damages for: (1) death or bodily injury to persons, (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Consultant or any person, firm or corporation employed by the Consultant upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence, or willful misconduct of the District, its officers, employees, agents or independent contractors who are directly employed by the District, and except for liability resulting from the active negligence of the District.
  - b. Any injury to or death of persons or damage to property caused by act, neglect, default or omission of the Consultant, or any person, firm, or corporation employed by the Consultant, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the District arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs on or off District's property, if the liability arose from the negligence or willful misconduct of anyone employed by the Consultant, either directly or by independent contract, and not by the active negligence of the District.
  - c. The Consultant, at the Consultant's own expense, cost and risk shall defend:
 

Any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees, on any such claim or liability, and shall pay or satisfy any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof.

8. Payment for Services: The fee is \$6,000 per grant proposal, not to exceed seven (7) grant proposals per year. Total not to exceed \$42,000 per year. Consultant will submit invoices for payment.

The fee assumes that most grant proposals written by the Consultant will be for multi-year funding periods in excess of \$100,000 per year.

Grant proposals are written based on availability of funding from state, federal or non-profit sources that are in alignment with the District's mission and vision.

The grant proposal fee is due and payable to the Consultant within thirty (30) days of acceptance of the grant proposal by the District.

9. Reimbursable Expenses: The District will reimburse Consultant for pre-approved mileage, travel, per diem and conference expense based on the following estimate:

Airfare or Mileage: 15 round trips to District or grant related conferences @ \$350  
Not to exceed **\$5,250**

Car Rental: 10 days @ \$75  
Not to exceed **\$750**

Hotel: 12 nights @ \$175  
Not to exceed **\$2,100**

Conference: Conference fees  
Not to exceed **\$1,000**

Per Diem Rate: 30 days @ \$45  
Not to exceed **\$1,350**

Total reimbursable expenses not to exceed **\$10,450.**

Examples where reimbursable expenses may be incurred include: face-to face meetings with District staff in Colton, CA; required technical assistance meetings related to specific proposal of interest to the District; or other travel requested by the District to pursue funding objectives.

10. Each and every provision of law and clause required to be inserted in this contract shall be deemed to be inserted herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party, the contract shall be physically amended to make such insertion or correction.
11. While performing services under the Agreement, the Consultant is an independent contractor and not an officer, employee or agent of the DISTRICT.




12. The Consultant, having familiarized themselves with the terms and conditions of the agreement, agrees to perform the work related to the agreement within the time frame stipulated.

IN WITNESS WHEREOF, The parties hereto have caused this Agreement to be executed.

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
DISTRICT Signature

Educational Resource Consultants  
Stephen A. Price

BY:  \_\_\_\_\_ Date: October 13, 2010  
CONSULTANT Signature

# Colton Joint Unified School District

## CONSULTANT SERVICES

This agreement made and entered into this 1<sup>st</sup> day of November, 2010, by and between the Colton Joint Unified School District, hereinafter referred to as the "District" and Educational Research Consultants, hereinafter referred to as the "Consultant":

(Consultant - Company)

Site/Location: Colton Joint Unified School District-all sites

Date(s): November 1, 2010 to June 30, 2011

Time(s): \_\_\_\_\_

Title: Proposal for Grant Writing Services for Colton Joint Unified School District

Service(s) contracted for: Writing proposal for grant applications and supporting documentation to ensure compliance with funding agency requirements.

### Witnesseth:

Whereas, the District is in need of: X school assembly / performance / presentation.  
X staff development / inservice

and whereas, the consultant has some expertise in performing this service, it is mutually beneficial to the parties to enter into this agreement in accordance with the following terms and conditions:

The "**DISTRICT**" will:

1. Pay the consultant for # Up to 7 proposals(s) at \$ 6,000 each, for a **TOTAL COST** of \$ Not to exceed \$52,450 .

2. Provide a piece of equipment: \_\_\_\_\_

3. Hold harmless the **CONSULTANT** for any liability imposed upon him/her for damages arising out of the performance of services contracted by the **DISTRICT**.

The "**CONSULTANT**" will:

1. Submit a detailed invoice, in triplicate, to the District showing the total amount owed by the District for services performed.

2. Grant to the District all rights, privileges and claims to the programs written for and on behalf of the District in fulfilling this agreement.

3. **Certify that all services for which payment is now being claimed were rendered at times other than his/her regular assigned workday for that agency.**

4. Hold harmless the **DISTRICT** and its representatives of any liability imposed upon them for damages arising out of the performance of the services rendered by **CONSULTANT** and caused by any error, omission or act of **CONSULTANT**.

This agreement will continue until June 30, 2011, unless canceled prior to that time by one of the parties giving the other party at least a twenty-four (24) hour advance notice.

\_\_\_\_\_  
Consultant

\_\_\_\_\_  
Board Approval Date

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



October 13, 2010

### **Memorandum of Understanding**

With the purpose of securing external funding for District needs and projects, Educational Resource Consultants (ERC) will prepare grant applications and supporting documentation to ensure compliance with funding agency requirements. ERC will coordinate with District administrators to identify projects that are compatible with available funding sources; track the status of grant opportunities and provide additional information as required; work with District personnel to expedite internal processing of grant proposals; and maintain a positive, proactive relationship with community organizations, city officials, non-profit agencies and other educational institutions to enhance proposal development and grant writing.

ERC writers and research associates will participate in three stages of proposal development:

**Preplanning** – Identify opportunities, review with staff and develop “game plan.”

- Review the grant application guidelines with appropriate District staff.
- Discuss issues and advise on the project and grant application development.
- Prepare list of issues/concerns to be resolved, relative to specific grant applications.
- Request information from District staff regarding any items requiring action.
- Consult, plan and strategize with District staff throughout the proposal planning process.
- Assist with data gathering, bid package preparation, signature retrieval, and scheduling.

**Development** – Coordinate processes, time line, and proposal content.

- Develop timelines to ensure timely application submissions.
- Structure workflow to execute work plan.
- Collaborate with proper stakeholders to obtain signatures, data, forms and letters.
- Identify, locate, collect and analyze data required in proposal guidelines.
- Develop content for the grant application narrative and data.
- Prepare supplemental documents as required.
- Assist in budget development to the extent needed.

**Completion** – Prepare final package, submit and follow up.

- Prepare final drafts of grant applications.
- Coordinate reviews of proposal drafts with District staff prior to submission.
- Provide copies of the final draft to District staff for review prior to submission.
- Submit required number of copies to funding agency to meet proposal deadline.
- Follow up with agency to ensure receipt.

**Contract Period**

The period of this contract shall commence on November 1, 2010 and continue through June 30, 2011. Agreement may be renewed annually by mutual agreement.



### Fingerprinting

The contractor shall comply with the requirements of California Education Code Section 45125.1, and perform the following acts:

1. Require all current and subsequent employees of ERC who may enter the school site/s during the time that pupils are present to submit their fingerprints in a manner authorized by the California Department of Justice (CADOJ);
2. Prohibit employees of ERC from coming into contact with pupils until the CADOJ has ascertained that the employee has not been convicted of a felony as defined in California Education Code Section 45122.1
3. Certify that any ERC employee who comes into contact with students has not been convicted of a serious or violent felony.
4. Provide a list of the names of ERC employees who may have contact with pupils to CJUSD for this contract.
5. CJUSD may require the ERC and its employees who may have contact with pupils to submit to additional background checks at the District's sole discretion.

### Termination

This contract shall be cancelled by either party, for any reason, upon 90 days written notification from one party to the other.

### Payment for Services

The fee is \$6,000 per proposal, not to exceed 7 proposals per year. ERC will submit invoices for payments.

The amount of \$6,000 is due and payable to Educational Resource Consultants within thirty (30) days of submittal of a proposal. This fee assumes that most proposals will be written for amounts in excess of \$100,000 per year, and typically, for multi-year funding periods. ERC also reserves the right to serve as program evaluator for funded proposals, with evaluation fees appropriate to each program and included in each grant budget.

**Reimbursable Expenses:** The District will reimburse ERC for pre-approved mileage, travel, per diem and conference expense. Examples include face-to-face meetings with District staff in Colton, required technical assistance meetings related to specific proposals of interest to the District, or other travel requested by the District to pursue funding objectives. Reimbursable expenses will not exceed \$10,450, as described.

  
\_\_\_\_\_  
Stephen Price                      Date  
Educational Resource Consultants

\_\_\_\_\_  
Superintendent or Designee                      Date  
Colton Joint Unified School District



#### **Grant Writing Fees Not to Exceed \$42,000**

Grants are written "on demand" at \$6,000 per proposal. Based upon the availability of funding from state, federal or non-profit sources that are in alignment with the Colton Joint Unified School District's mission and vision, it is estimated that 5 to 7 proposals will be written per year.

Proposals	7 proposals x \$6,000 =	\$42,000
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#### **Reimbursable Expenses Not to Exceed \$10,450**

##### *Basis for Estimation*

Airfare or Mileage	15 round trips to district or grant related conferences @ \$350 =	\$5,250
Car Rental	10 days @ \$75 =	\$750
Hotel	12 nights @ \$175 =	2,100
Conference	Conference fees =	\$1,000
Per Diem Rate:	30 days X \$45 per day =	\$1,350
	Total Reimbursable Expenses	\$10,450

#### **Grand Total Not to Exceed \$52,450**



October 13, 2010

**STATEMENT OF WORK**  
**Grant Writing Services for Colton Joint Unified School District**

**Overview**

With the purpose of securing external funding for District needs and projects, Educational Resource Consultants (ERC) will prepare grant applications and supporting documentation to ensure compliance with funding agency requirements. ERC will coordinate with District administrators to identify projects that are compatible with available funding sources; track the status of grant opportunities and provide additional information as required; work with District personnel to expedite internal processing of grant proposals; and maintain a positive, proactive relationship with community organizations, city officials, non-profit agencies and other educational institutions to enhance proposal development and grant writing.

ERC writers and research associates will participate in three stages of proposal development:

**Preplanning – Identify opportunities, review with staff and develop “game plan.”**

- Review the grant application guidelines with appropriate District staff.
- Discuss issues and advise on the project and grant application development.
- Prepare list of issues/concerns to be resolved, relative to specific grant applications.
- Request information from District staff regarding any items requiring action.
- Consult, plan and strategize with District staff throughout the proposal planning process.
- Assist with data gathering, bid package preparation, signature retrieval, and scheduling.

**Development – Coordinate processes, time line, and proposal content.**

- Develop timelines to ensure timely application submissions.
- Structure workflow to execute work plan.
- Collaborate with proper stakeholders to obtain signatures, data, forms and letters.
- Identify, locate, collect and analyze data required in proposal guidelines.
- Develop content for the grant application narrative and data.
- Prepare supplemental documents as required.
- Assist in budget development to the extent needed.



**Completion** – Prepare final package, submit and follow up.

- Prepare final drafts of grant applications.
- Coordinate reviews of proposal drafts with District staff prior to submission.
- Provide copies of the final draft to District staff for review prior to submission.
- Submit required number of copies to funding agency to meet proposal deadline.
- Follow up with agency to ensure receipt.

**Service Fee:** \$6,000 per proposal, payable within 30 days of proposal submittal. This fee assumes that most proposals will be written for amounts in excess of \$100,000 per year, and typically, for multi-year funding periods. ERC also reserves the right to serve as program evaluator for funded proposals, with evaluation fees appropriate to each program and included in each grant budget.

**Reimbursable Expenses:** The District will reimburse ERC for pre-approved mileage, travel, per diem and conference expense. Examples include face-to-face meetings with District staff in Colton, required technical assistance meetings related to specific proposals of interest to the District, or other travel requested by the District to pursue funding objectives. To the extent the District desires, ERC will limit travel by maximizing use of teleconferences, phone and email.

**Dates of Service:** November 1, 2010 through June 30, 2011 and may be renewed annually by mutual agreement.

## **Educational Research Consultants**

Dr. Steve Price, lead consultant, holds a doctorate in Educational Psychology, with advanced preparation in research methodology. He is the former Director of the Center for Educational Research and Services at California State University, Fresno. Prior to that position, he served for ten years as Administrator for Resource Development in Clovis Unified School District, where he led the district's competitive grants program. Dr. Price is experienced in, and holds California public school credentials in secondary teaching, counseling, psychology, and administration. He has also taught graduate courses in educational research and evaluation at California State University, Fresno. He has developed proposals and evaluated state and federally funded educational programs for more than 15 years in a variety of K-12 and higher education initiatives to improve education. As CEO (Chief Encouragement Officer), Dr. Price provides administrative support and oversees ERC's proposal development and evaluation.

Stephen Price, lead evaluator, is a graduate of UC Davis with honors in psychology, holds a master of science degree in research psychology, and master of divinity degree from Golden Gate Seminary in Mill Valley, CA. Price is experienced in evaluation design, including experimental and quasi-experimental; statistical analysis; evaluation program management; database development; survey construction; facilitation of focus groups; communication and interpretation of evaluation results; and collaboration with site and district personnel. Price's evaluation experience includes professional development, school improvement, service learning, after school, mentoring, family literacy, youth fitness, violence prevention, and college access programs.

Noel C. Price, senior policy analyst, is a graduate with distinction of Stanford University, where he earned a bachelor's degree in public policy, with a focus on design of public institutions, and a master of arts in sociology, with a focus on organization studies. He is a member of Stanford's Phi Beta Kappa chapter. Price is a former Clovis Unified School District teacher, where his experience includes advanced placement government, world history, English, psychology, general science, and English learner classes. He also serves as the English-language minister at Fresno Korean Baptist Church, where he leads a multicultural young adult ministry. Price leads ERC policy research and coordinates and informs grant writing and program evaluation for clients.

John Escalera, senior software engineer and analyst, is a graduate of California State University, Fresno with a bachelor's degree and graduate study in computer science. His experience includes work in K-12, university and industrial settings. Escalera designs databases and software to enhance program management and evaluation processes. He provides online solutions and technical assistance for ERC clients.

Paul Seow is a graduate of California State University, Fresno with a bachelor's degree in mathematics. His experience includes after school program and technology training, specifically



## **Educational Research Consultants**

through labs in school districts. He has also trained after school program staff through California State University, Fresno. Seow assists in all phases of evaluation including data analysis using statistical software systems, importing electronic data and interfacing with district information management systems; surveying; collection, organization, management and analysis of data; and database development and maintenance.

Jennifer Huerta is a graduate of California State University, Fresno with a bachelor's degree in mass communication and journalism. She has worked and interned in a variety of public relations capacities, and is a current member of the national Public Relations Society of America (PRSA). Huerta drafts and edits proposals, facilitates client and marketing communications, and assists with the research and Website maintenance functions of ERC.

Kathy Stanton, publication coordinator and graphic illustrator, is experienced in layout and design, graphics, and data presentation. Stanton has worked as a grants specialist in the CSU, Fresno Center for Educational Research and Services. Stanton coordinates the technical aspects of proposal development and puts the finishing touch on ERC publications. She ensures that final copies are consistent with specifications in the requests for proposals or reporting requirements.

Other Consultants: ERC expertise and capacity is enhanced through use of highly qualified university and school district personnel who serve as program consultants in areas specific to their education and experience.

# Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

**Extended Learning Inc. dba Educational Resource Consultants**

Check appropriate box: ☐ Individual/  
Sole proprietor

☒ Corporation

☐ Partnership

☐ Other ▶

☐ Exempt from backup  
withholding

Address (number, street, and apt. or suite no.)

**P.O. Box 25641**

City, state, and ZIP code

**Fresno CA 93729**

Requester's name and address (optional)

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|

or

Employer identification number

2|0|2|4|9|5|4|7|0

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign  
Here

Signature of  
U.S. person ▶

Date ▶ July 6, 2010

## Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

### Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.



# CERTIFICATE OF LIABILITY INSURANCE

OP ID RB

DATE (MM/DD/YYYY)

09/30/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  Thompson Insurance Agency, Inc P.O. Box 27886 Fresno CA 93729-7886 Phone: 559 230-0153 Fax: 559 440-9810	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: <b>EDUCA-1</b> INSURER(S) AFFORDING COVERAGE INSURER A: Zurich-American Insurance Co. INSURER B: State Compensation Ins. Fund INSURER C: INSURER D: INSURER E: INSURER F:
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSUR LTR	TYPE OF INSURANCE	ADD/ST INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
A	X COMMERCIAL GENERAL LIABILITY		PAS37266641	12/19/09	12/19/10	
	CLAIMS-MADE X OCCUR					
	GEN'L AGGREGATE LIMIT APPLIES PER					
	X POLICY PRO-JECT LOC					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	ANY AUTO					
	ALL OWNED AUTOS		PAS37266641	12/19/09	12/19/10	
	SCHEDULED AUTOS					
A	X HIRED AUTOS					
A	X NON-OWNED AUTOS					
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB CLAIMS-MADE					AGGREGATE \$
	DEDUCTIBLE					\$
	RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		1827764-09	11/01/09	11/01/10	X WC STATUTORY LIMITS OTHER \$ 1,000,000
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	1827764-10	11/01/10	11/01/11	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - CA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Colton Joint Unified School District, its directors, officers, employees, volunteers and Board members are included as an additional insured as required by written contract, but only for liability arising out of the operations of the named insured per form CG2010 0704 attached.

\* 10 DAY NON-PAY

CERTIFICATE HOLDER

CANCELLATION

Colton Joint Unified School District Attn: James A. Downs 1212 Valencia Dr. Colton CA 92324-1798	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Britton Thompson
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# CERTIFICATE OF LIABILITY INSURANCE

OP ID: RB

DATE (MM/DD/YYYY)

09/29/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## PRODUCER

Thompson Insurance Agency, Inc  
P.O. Box 27886  
Fresno CA 93729-7886  
Phone: 559 230-0153 Fax: 559 440-9810

## CONTACT

NAME: \_\_\_\_\_  
PHONE (A/C, No, Ext): \_\_\_\_\_ FAX (A/C, No): \_\_\_\_\_  
E-MAIL: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PRODUCER: \_\_\_\_\_  
CUSTOMER ID #: EDU-1

## INSURED

E.L.I. Extended Learning, Inc.  
DBA: E.R.C. Educational  
Resource Consultants  
PO Box 25641  
Fresno CA 93710-5641

## INSURER(S) AFFORDING COVERAGE

## NAIC#

INSURER A: United States Liability Ins Co

INSURER B: \_\_\_\_\_

INSURER C: \_\_\_\_\_

INSURER D: \_\_\_\_\_

INSURER E: \_\_\_\_\_

INSURER F: \_\_\_\_\_

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDISUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXPI (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	POLICY					PRODUCTS - COMPROP AGG \$
	PRO-JECT					\$
	LOC					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS					\$
	NON-OWNED AUTOS					\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					EL. EACH ACCIDENT \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			EL. DISEASE - EA EMPLOYEE \$
	Yes, describe under DESCRIPTION OF OPERATIONS below					EL. DISEASE - POLICY LIMIT \$
A	Professional Liab		#SP1009020E	04/06/10	04/06/11	\$1 Mill Ea Claim
	\$1000 Ded Ea Claim					\$2 Mill Ann Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

\* 10 DAY NON-PAY

Colton Joint Unified School  
District  
Attn: James A. Downs  
1212 Valencia Dr.  
Colton CA 92324-1798

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## AUTHORIZED REPRESENTATIVE

Britton Thompson

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E.L.I. Extended Learning, Inc.  
DBA:E.R.C. Educational Resource Consultants  
POLICY NUMBER: PAS37266641

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

Effective 9-28-2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Colton Joint Unified School District its directors, officers, employees volunteers and board members	Colton Joint Unified School District Attn: James A. Downs 1212 Valencia Dr. Colton CA 92324-1798
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



## **BOARD AGENDA**

**REGULAR MEETING**  
**October 21, 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

**BACKGROUND:** Purchase orders in excess of \$10,000 are presented to the Board of Education for approval.

**BUDGET  
IMPLICATIONS:** General Fund Expenditures: \$236,098.46

**RECOMMENDATION:** That the Board approve Purchase Orders in excess of \$10,000 for a total of \$236,098.46.

**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>RESOURCE</u>	<u>AMOUNT</u>
110744	NCS Pearson	Online Subscr/Ed. Svs. 9-12	6300	Lottery: Instructional Matl	\$141,755.62
111819	Margaret Chidester & Assoc.	Legal Svs./HR	0000	Revenue Limit/Unrestricted	\$25,000.00
111820	Atkinson Andelson Loya Ruud & Romo	Legal Svs./HR	0000	Revenue Limit/Unrestricted	\$25,000.00
111823	Dell	Computers/G. Terrace	7091/0395	Economic Impact Aid-LEP / RS7395 AB825 Schl & Lib Imp BG	\$19,903.06
111892	Unisource Corp.	Off. Supp./Print Shop	0000	Revenue Limit/Unrestricted	\$24,439.78

**TOTAL**

**\$236,098.46**



## BOARD AGENDA

REGULAR MEETING  
October 21, 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

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

**RECOMMENDATION:** That the Board approve disbursements paid as listed, from batch #432 through batch #498 for the sum of \$2,296,430.79

**ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_ the Board approved the disbursements as listed.



## **BOARD AGENDA**

**REGULAR MEETING**  
**October 21, 2010**

### **ACTION ITEM**

**TO:** Board of Education

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

**SUBJECT:** Approval of Agreement with ATI Architects & Engineers for Architectural and Engineering Services for the Bloomington Middle School – Building N Alteration Project

**GOAL:** Facilities / Support Services

**STRATEGIC PLAN:** Strategy #4 – Facilities

**BACKGROUND:** On August 16, 2010 the District issued a Request for Proposals for Architectural and Engineering Services for the Building N Alteration Project at Bloomington Middle School. This project requires the addition of a second egress in each classroom in Building N due to the change in use from its original design.

Staff solicited proposals from ATI Architects & Engineers and Garcia & Associates, and recommends ATI Architects & Engineers based upon proposed fee, experience, and quality of service.

**BUDGET IMPLICATIONS:** Bond Fund 21, Measure G Expenditure: \$8,500

**RECOMMENDATION:** That the Board approve the agreement with ATI Architects & Engineers for Architectural and Engineering Services for the Bloomington Middle School – Building N Alteration Project.

**ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board approved the agreement, as presented.



October 12, 2010

Colton Joint Unified School District  
Facilities, Planning & Construction  
851 S. Mt. Vernon, Suite 8  
Colton, CA 92324

Attention: Owen Chang, Project Manager






Subject: Proposals/Agreement – Architectural and Engineering Services  
ATI Proposal No. 10-387

Dear Owen:

On behalf of *ATI* Architects and Engineers, we are pleased to submit our qualifications for your review and consideration. As you read our brief proposal, you will find us to be uniquely positioned for your project. If acceptable please sign one copy and return to our office at 1901 Orange Tree Lane #240 in Redlands, CA 92374.

#### 1.1 Scope of Work

This proposal for architectural and engineering services provides the following work:

- 3.1.1 *ATI* will prepare a conceptual plan and preliminary opinion of cost for the Bloomington Middle School Building 'N' Alteration project for presentation to the Colton Joint Unified School District for the following scope of work.
  -  Provide second egress in each classroom.
  -  Accessible ramp with railings.
  -  Modification of hardware to existing doors, exit signs.
  -  Modification to built-in casework to provide necessary clearances if applicable.
  -  Modification of chain link gates to provide path of egress to safe dispersal area.
- 3.1.2 Upon approval of the design intent, *ATI* will develop a schematic design package based upon the comments and suggestions received from the District and a more detailed opinion of cost with options and alternatives if requested, for the District's approval.
- 3.1.3 *ATI* will provide a design development phase based upon the review comments received from the District.
- 3.1.4 Upon the District's concurrence, *ATI* will develop a construction document package and *ATI* will obtain the required agency approvals.
- 3.1.5 *ATI* will provide construction administration phase support to answer contractor questions, attend periodic construction progress meetings, review submittals, review applications for payment from the Contractor and perform a final punch walk. Any additional work requested will be on a time and materials basis and agreed on at that time.

1901 Orange Tree Lane, #240  
Redlands, CA 92374  
T: 909 - 801 - 8160  
F: 909 - 801 - 8161

[www.atiae.com](http://www.atiae.com)

*A History of Innovation*



*A History of Innovation*

### 3.2 Assumptions

The following assumptions have been made by *ATI* in developing this proposal. These assumptions are based upon our understanding of the project, as either communicated to us or with the information developed through our experience with modernization classroom projects.

- 3.2.1 Copies of the DSA approved construction documents of the site including all buildings and modular buildings will be provided to *ATI* Architects and Engineers by the District as reference documents for use in developing the plans for this project.
- 3.2.2 Based on information provided in the Request for Proposals from the District, Division of the State Architect (DSA) review and approval is not required.
- 3.2.3 Fire alarm, electrical, and plumbing work is not required for this project.
- 3.2.4 All approval, application, filing, plan check, and related fees will be paid by the District.

### 3.3 Fees

*ATI* is proposing a Fixed Fee dollar amount of \$8,500.00.

The proposed fees are based upon the above stated scope of work and assumptions. If the scope of work increases, it will result in a fee adjustment to be proposed based upon that increase in scope. A fee adjustment will be applied at the time of bid and at the completion of the project.

The fee breakdown will be as follows:

- 10% Schematic Design
- 20% Design Development
- 40% Construction Documents
- 5% Bidding
- 20% Construction Administration
- 5% Closeout

### 3.4 Schedule

*ATI* will make every reasonable effort to have our work complete and provide the Colton Joint Unified School District with the construction documents for bidding to meet the necessary deadlines for completion.

Very truly yours,

A blue ink signature of Emad Hamdy.

Emad Hamdy, AIA

Authorized To Proceed \_\_\_\_\_  
Title \_\_\_\_\_

Date \_\_\_\_\_

Principal

1901 Orange Tree Lane, #240  
Redlands, CA 92374  
T: 909 - 801 - 8160  
F: 909 - 801 - 8161

[www.atiae.com](http://www.atiae.com)



## **BOARD AGENDA**

**REGULAR MEETING  
October 21, 2010**

### **ACTION ITEM**

**TO:** Board of Education

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

**SUBJECT:** Approval of Contract Renewal for Services with School Facility Consultants (November 1, 2010 through October 31, 2011)

**GOAL:** Facilities / Support Services

**STRATEGIC PLAN:** Strategy #4 – Facilities

**BACKGROUND:** The original contract for services with School Facility Consultants was approved by the Board on November 5, 2009 for the period of November 1, 2009 through October 31, 2010.

In order to keep new construction and modernization projects moving forward, it is important that the District take advantage of appropriate funding sources to supplement the general obligations bond funding. In addition, the District must stay abreast of Federal and State facilities program developments that may impact the District.

School Facility Consultants will continue to coordinate with the District's program management firm, under the direction of the District's Assistant Superintendent of Business Services, seeking federal, state, and private funding that is appropriate for the District's new construction and modernization projects. School Facility Consultants will also keep the District aware of major developments with key agencies including the State Allocation Board and the State Implementation Committee.

**BUDGET IMPLICATIONS:** Bond Fund 21 Measure G Expenditure: \$120,000

**RECOMMENDATION:** That the Board approve contract renewal for services with School Facility Consultants (November 1, 2010 through October 31, 2011).

**ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the board approved the contract renewal, as presented.

**SCHOOL  
FACILITY  
CONSULTANTS**

1303 J STREET, SUITE 500  
SACRAMENTO, CA 95814  
PHONE: (916) 441-5063  
FACSIMILE: (916) 441-2848  
WWW.S-F-C.ORG

September 1, 2010

Mr. Jamie Ayala  
Assistant Superintendent of Business Services  
Colton Joint Unified School District  
1212 Valencia Drive  
Colton, CA 92324

**SUBJECT: Proposed Contract Renewal**

Dear Mr. Ayala:

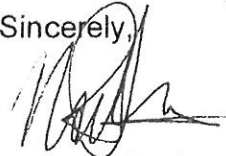
Enclosed please find a Contract for Services between School Facility Consultants and Colton Joint Unified School District for November 1, 2010 through October 31, 2011.

It has been a pleasure working with you and the Colton Joint Unified School District and as we value the relationship we share, our hourly rates and do not exceed amount have remain unchanged.

If appropriate, please sign, date and return both copies to our office. Upon receipt, we will send you an executed copy for your files.

Please do not hesitate to call if you have any questions or concerns.

Sincerely,



Matthew Pettler  
Principal/Partner

cc: Contract File



This document represents an agreement between **Colton Joint Unified School District**, herein referred to as the Client, and **School Facility Consultants (SFC)**, herein referred to as the Contractor for the period November 1, 2010 through October 31, 2011.

For the remuneration stipulated, the Contractor shall provide the following services:

- Prepare a funding option plan which outlines State, Federal and private funding sources for the District's modernization and new construction facility projects.
- Work with the District, architect and all applicable State and Federal agency representatives, as needed, to advance the District's funding plan and ensure all projects are moving through the approval process in an efficient manner.
- At the District's request, assist with the preparation and submittal of all applicable funding applications.
- Advise the District on Federal and State program developments that may impact the District. Provide updates and identify areas where the District may wish to pursue program changes.
- Attend and monitor State Allocation Board, State Implementation Committee and various association Workshops and Conferences. Advise the District on industry events where their attendance and participation may benefit the District's facility program.
- At the District's request, SFC will partner with ALMA Strategies to provide strategic implementation support to the District as it acquires construction funding through bond and grant programs. These services can include construction planning, construction financing, real estate asset management and energy/solar consulting.
- Assist the Client with other services, as requested by the Client, and as accepted by the Contractor.

For the services delineated above, the Client shall pay the Contractor at the rate schedule below not to exceed \$120,000 without prior Client consent. The fee shall cover all normal business expenses incurred in Sacramento by the Contractor on behalf of the Client. Client agrees that if it becomes necessary for a Consultant from School Facility Consultants to visit the Client, the Client will pay for travel time per the rate schedule below. Client also agrees to reimburse Contractor for all necessary and pre-approved travel expenses.

### Hourly Rate Schedule

Principal	\$195 per hour
Director	\$185 per hour
Senior Consultant	\$180 per hour
Consultant	\$160 per hour
Research Analyst	\$135 per hour
Administrative Support	\$ 80 per hour
Mileage	\$ .50 per hour

The Client shall be responsible for reviewing and verifying all data included in documents, forms and reports prepared by the Contractor on behalf of the Client. The Client shall be responsible for meeting any certification requirements and shall be responsible for consulting legal counsel as related to the preparation and submittal of documents, forms and reports.

It is understood that the Contractor shall function as an independent contractor without authority to obligate the Client for any indebtedness or other commitments. The Contractor will accurately and fairly represent the Client's position.

During the term of this agreement, the status of those individuals performing the work stipulated in this contract may change. Changes to an individual's status may affect billing rates. The Client agrees to accept these changes. The Contractor agrees that any such changes in status will be reflected on the bill. The Contractor shall bill the Client in increments of 15 minutes.

The terms of the agreement shall remain in force unless mutually amended. Either party reserves the right to terminate this agreement at any time on 30 days written notice. If either party terminates this contract, vendor shall cease all services at the end of the 30 day period. The District will pay any charges incurred up to the date of termination.

#### **School Facility Consultants**

\_\_\_\_\_  
Matthew Pettler  
Principal/Partner  
Date: \_\_\_\_\_

#### **Colton Joint Unified School District**

\_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_

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#### **School Facility Consultants**

#### **Colton Joint Unified School District**

\_\_\_\_\_  
Matthew Pettler  
Principal/Partner  
Date: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature  
Date: \_\_\_\_\_

## BOARD AGENDA

REGULAR MEETING  
October 21, 2010

ACTION ITEM  
*First Reading*

**TO:** Board of Education

**PRESENTED BY:** James A. Downs, Superintendent

**SUBJECT:** Approval of Adoption of Board Policies and Administrative Regulations:  
*BP 2000 Series – Administration*

**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. The following matrix outlines the proposed policies and states the recommendation for each policy and regulation.

The proposed and existing board policies and administrative regulations along with the recommendations will be made available at the Board of Education Meeting.

**RECOMMENDATION:** That the Board approve the adoption of Board Policies and Administrative Regulations:  
*BP 2000 Series – Administration*

**ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_ the Board approve the adoption of the Board Policies and Administrative Regulations, as presented.

# BOARD POLICY AND ADMINISTRATIVE REGULATION RECOMMENDATIONS

## 2000 SERIES – ADMINISTRATION

PROPOSED BOARD POLICY / ADMINISTRATIVE REGULATION	EXISTING POLICY TO BE REPLACED	RECOMMENDATION	BEGINNING ON PAGE NUMBER
<b>2000 – Concepts and Roles</b>	1400 – Superintendent as Advisor to the Board 1405 – Superintendent as Representative to the Board 2030 – Acting Superintendent 2040 – District Administrative Organization 2050 – The Management Team 2060 - Superintendent's Cabinet	Replace board policies 1400, 1405, 2030, 2040, 2050 and 2060 with revised and renumbered policy 2000 – Concepts and Roles.	7
<b>2110 – Superintendent Responsibilities and Duties</b>	1390 – Powers and Duties of the Superintendent 1395 – Delegation of Administrative Duties 2040 – District Administrative Organization 2050 – The Management Team 2060 - Superintendent's Cabinet	Replace board policies 1390, 1395, 2040, 2050 and 2060 with revised and renumbered policy 2110 – Superintendent Responsibilities and Duties.	19
<b>2111 – Superintendent Governance Standards</b>	1350 – General Functions of the Board and Superintendent	Replace board policy 1350 with revised and renumbered policy 2111 – Superintendent Governance Standards.	29
<b>2120 – Superintendent Recruitment and Selection</b>	1285 – Appointment of the Superintendent 1430 – Selection of Superintendent	Replace board policies 1285 and 1430 with revised and renumbered policy 2120 – Superintendent Recruitment and Selection.	31
<b>2121 – Superintendent's Contract</b>	1435 – Tenure of the Superintendent	Replace board policy 1435 with revised and renumbered policy 2121 – Superintendent's Contract.	35
<b>2140 – Evaluation of the Superintendent</b>	1425 – Evaluating the Superintendent's Work	Replace board policy 1425 with revised and renumbered policy 2140 – Evaluation of the Superintendent.	37
<b>2210 – Administrative Discretion Regarding Board Policy</b>	Not Applicable	Policy to be adopted as a new policy.	39
<b>2230 – Representative and Deliberative Groups</b>	2030 – Acting Superintendent 2040 – District Administrative Organization 2050 – The Management Team 2060 - Superintendent's Cabinet	Replace board policies 2030, 2040, 2050 and 2060 with revised and renumbered policy 2230 – Representative and Deliberative Groups.	41

## BOARD POLICY AND ADMINISTRATIVE REGULATION RECOMMENDATIONS

### 2000 SERIES – ADMINISTRATION

POLICIES RECOMMENDED FOR REPEAL PREVIOUS 2000 SERIES – ADMINISTRATION	RECOMMENDATION
2020 – Conference Attendance – Administrative/Management Personnel	Repeal policy, language is incorporated into BP 4331 -
2070 – Residence of Administrators	Repeal policy, practice no longer in effect.
2080 – Compliance with Compulsory Education Requirements	Repeal policy, language is incorporated into BP 5112.1





## BOARD AGENDA

REGULAR MEETING  
October 21, 2010

### ACTION ITEM

**TO:** Board of Education

**PRESENTED BY:** James A. Downs, Superintendent

**SUBJECT:** Adoption of Resolution No. 11–14, in Recognition of *Congressman Joe Baca*

**GOAL:** Community Relations/Parent Involvement

**STRATEGY:** Strategy #6 – Character

**BACKGROUND:** At Colton Joint Unified School District’s regular Board Meeting on September 16, 2010, the Board unanimously voted to name Middle School No. 5 in honor of Congressman Joe Baca.

Congressman Joe Baca is a strong and active member of our community, dedicated to improving the quality of life and servicing the community by supporting and promoting community-based activities that enhance the development of education, health, and community services for youth and families.

His successful leadership, civic commitment and responsibility to our community make Congressman Joe Baca a valued and timeless role model for our students.

**BUDGET IMPLICATIONS:** No Impact to the General Fund.

**RECOMMENDATION:** That the Board of Education adopt Resolution No. 11–14, in recognition of *Congressman Joe Baca*.

**ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board adopted the resolution as presented.

Colton Joint Unified School District

*In recognition of Congressman Joe Baca*

Resolution No. 11-14

**WHEREAS** on September 16, 2010, the Board of Education of the Colton Joint Unified School District unanimously voted to name Middle School No. 5 in honor of Joe Baca; and

**WHEREAS** Joseph N. Baca, more commonly known as Joe Baca, through his successful leadership, civic commitment and strong belief that children are our most precious resource and that every child deserves an equal chance to succeed, has been and continues to be a valued and timeless role model for our students; and

**WHEREAS** Congressman “Working Joe” Baca, representing the 43rd District of California, which includes the cities within the Colton Joint Unified School District, is true to his commitment of improving education and to advocating that all children have fair and equitable access to a quality education; and

**WHEREAS** the Joe Baca Foundation, dedicated to improving the quality of life and servicing the community by supporting and promoting community-based activities that enhance the development of education, health, and community services for youth and families; and

**WHEREAS** Congressman Joe Baca, during these tough fiscal times, believes that our government must do more to help districts, schools and communities support students at risk of leaving school before graduation, and must provide students and their families the necessary resources to make college more accessible and affordable; and

**WHEREAS** Congressman Joe Baca played an influential role, advocating for the approval of The Education Jobs and Medicaid Assistance Act, which was signed into law by President Obama on August 10, 2010, allocating approximately \$3.5 million, which would roughly impact 55 teaching positions; now

**THEREFORE, BE IT RESOLVED** that the members of the Board of Education of the Colton Joint Unified School District acknowledge the contributions of Congressman Joe Baca and express their grateful appreciation for his dedication by naming Joe Baca Middle School in honor of a remarkable person and outstanding role model.



**DULY ADOPTED** by the Board of Education of the Colton Joint Unified School District of San Bernardino County, State of California, with a vote of \_\_\_ ayes, \_\_\_ nays, \_\_\_ absent, \_\_\_ abstentions, signed by the President and attested by the Secretary this 21<sup>st</sup> day of October, 2010.

---

President, Board of Education

Attest:

---

Secretary, Board of Education

## BOARD AGENDA

**REGULAR MEETING**  
**October 21, 2010**

### **ACTION ITEM**

**TO:** Board of Education

**PRESENTED BY:** James A. Downs, Superintendent

**SUBJECT:** Adoption of Resolution No. 11-15 *Red Ribbon Week*, October 23 - 31, 2010

**GOAL:** Community Relations/Parent Involvement

**STRATEGY:** Strategy #6 – Character

**BACKGROUND:** The National Family Partnership (NFP) coordinates the Red Ribbon Campaign to offer citizens the opportunity to demonstrate their commitment to drug-free and alcohol abuse-free lifestyles. The 2010 national theme is “I am Drug Free.”

Honoring the 25<sup>th</sup> anniversary of the death of DEA Special Agent Enrique “Kiki” Camarena, businesses, schools, governmental agencies, community groups, parents and individuals will demonstrate their commitment to drug-free and alcohol abuse-free healthy lifestyles by wearing and displaying red ribbons during this week-long campaign.

**BUDGET IMPLICATIONS:** None

**RECOMMENDATION:** That the Board adopt resolution No. 11-15, Red Ribbon Week, October 23 - 31, 2010

**ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the board adopted resolution as presented.

Colton Joint Unified School District

*Red Ribbon Week*  
*October 23 – 31, 2010*

Resolution No. 11-15

WHEREAS, Red Ribbon Week is the oldest and largest drug prevention campaign in the country; and

WHEREAS, The National Family Partnership is the sponsor of the National Red Ribbon Week Celebration and has established the 2010 theme as “I am Drug Free,” and

WHEREAS, Red Ribbon Week serves as a catalyst for schools, communities and individuals to take a stand for the hopes and dreams of our children through a commitment of drug and alcohol prevention and education to live a drug-free and alcohol abuse-free life; and

WHEREAS, The Red Ribbon Campaign will be observed across America during Red Ribbon Week, October 23-31, 2010, commemorating the 25<sup>th</sup> anniversary of the death of Enrique “Kiki” Camarena and his fight against drug traffickers, and

WHEREAS, Businesses, schools, governmental agencies, community groups, parents and individuals will demonstrate their commitment to drug-free and alcohol abuse-free healthy lifestyles by wearing and displaying red ribbons during this week-long campaign; and

WHEREAS, The Colton Joint Unified School District commits its resources to ensure the success of the Red Ribbon Campaign;

THEREFORE, BE IT RESOLVED, That the Board of Education of the Colton Joint Unified School District hereby designates October 23-31, 2010 as Red Ribbon Week and encourages citizens to participate in drug prevention education activities, making a visible statement that the District is firmly committed to drug-free and alcohol abuse-free lifestyles.

□ □ □ □ □ □ □ □ □ □

DULY ADOPTED by the Board of Education of the Colton Joint Unified School District of San Bernardino County, State of California, with a vote of \_\_\_ ayes, \_\_\_ nays, \_\_\_ absent, \_\_\_ abstentions, signed by the President and attested by the Secretary this 21<sup>st</sup> day of October, 2010.

\_\_\_\_\_  
President, Board of Education

Attest:

\_\_\_\_\_  
Secretary, Board of Education

## BOARD AGENDA

REGULAR MEETING

October 21, 2010

### ADMINISTRATIVE REPORT

**TO:** Board of Education

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

**SUBJECT:** Approved Change Orders for the Fire Alarm/Low Voltage Upgrades at Jurupa Vista, Reche Canyon, Wilson Elementary Schools and Bloomington Middle School (Project 35) per Board Resolution No. 10-20

**GOAL:** Facilities / Support Services

**STRATEGIC PLAN:** Strategy #4 – Facilities

**BACKGROUND:** The table below provides the change order history log.

<u>Contractor</u>	Contract Amount	Add	Credit	Cumulative % To Date
First Fire Systems Inc.				
Original Contract Amt.	\$1,590,000			
Change Order No. 1 – 1		\$ 2,839.48		0.18%
Change Order No. 2 – 1		\$ 1,361.78		0.26%

**Change Order # 1 - 1 Detail: \$2,839.48**

Jurupa Vista Elementary School

1. Addition of intercom handsets.
2. Removal of casework. Patch and repair of finish.
3. Increase in contract duration by six days.

**Change Order # 2 - 1 Detail: \$1,361.78**

Reche Canyon Elementary School

1. Removal of casework. Patch and repair of finish.
2. Increase in contract duration by three days.

**BUDGET**

**IMPLICATIONS:** Bond Fund 21 Measure G Expenditure: \$4,201.26

AR-8.1

CHANGE  
ORDER

Owner [X]  
Architect [X]  
Construction Manager [X]

PROJECT: Jurupa Elementary School – Fire Alarm

CHANGE ORDER NUMBER: 1 - 1  
DATE: September 13, 2010  
ARCHITECT'S PROJECT NO. CJ07-01

TO CONTRACTOR: First Fire Systems Inc.

CONTRACT DATE: March 23, 2010  
CONTRACT FOR: Construction  
DSA A#: 04-110085

This Contract is changed as follows:

ITEM #1	Addition of Intercom Handsets	\$817.65
ITEM #2	Removal of Casework & patch & Repair of finish	\$2021.83
Total -		\$2,839.48

Requested By: Owner

Reason: To complete project

Attachments: Items 1& 2

NOT VALID UNTIL SIGNED BY THE OWNER, ARCHITECT AND CONTRACTOR

Total Original Contract	\$1,590,000.00
The original Contract Sum was (JVES)	\$362,000.00
Net change by previously authorized Change Order	0.00
The contract Sum prior to this Change Order was	\$362,000.00
The Contract Sum will be <b>increase</b> by this Change Order in the amount of	<b>\$2,839.48</b>
The new contract Sum including this Change Order will be	\$364,839.48
The Contract Time will be <del>unchanged</del> by <u>6</u> days	
The date of Substantial Completion as of the date of this Change Order therefore will be unchanged.	

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

FRICK, FRICK & JETTÉ  
19153 Town Center Drive  
Apple Valley, CA 92308

First Fire Systems Inc.  
6000 Venice Blvd  
Los Angeles, CA 90034

Colton Joint Unified School District  
851 South Mt. Vernon Ave  
Colton, CA 92324

BY: [Signature]  
DATE: 10/6/2010

BY: A. Shamali  
DATE: 9-30-10

BY: [Signature]  
DATE: 10/6/10

# ITEM #1

## PROPOSAL REQUEST

OWNER ☒  
ARCHITECT ☒  
CONTRACTOR ☒

---

PROJECT: Colton Fire Alarm & Low Voltage Upgrades PROPOSAL REQUEST NO: **02**  
OWNER: Colton Joint Unified School District DATE: June 15, 2010  
TO: First Fire Systems ARCHITECT'S PROJECT NO: CU07-01  
6000 Venice Blvd  
Los Angeles, CA 90034  
Attn: Andre Shamilian

---

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein. Under provisions of the General Conditions Article 32.5, if a substantial response to this request is not received within 10 calendar days of the date above, it shall be considered a no cost change.

**THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.**

---

### Description:

Provide additional intercom handsets at Jurupa Vista Elementary School per the attached letter from the electrical engineer (A&F Engineering), dated June 14, 2010.

### Attachments:

---

ARCHITECT: FRICK, FRICK & JETTÉ ARCHITECTS, INC.



BY: \_\_\_\_\_

Cc: Owen Chang - CJUSD, Dave Sampson - IOR & FILE

# A&F ENGINEERING GROUP, INC.

---

CONSULTING ELECTRICAL ENGINEERS

June 14, 2010

Mr. Roger Abreo  
**Frick, Frick & Jette Architects, Inc.**  
19153 Town Center Drive, Suite 101  
Apple Valley, CA 92308

Re: **Fire Alarm & Low Voltage Upgrade at Jurupa Vista Elementary School**  
Colton Joint Unified School District  
Colton, CA

Mr. Abreo,

Please issue the following item in your next proposal request:

Reference – Sheet E3.4b, Plan #2:

1. The contractor shall replace the existing intercom handsets in rooms "K1" and "K2" with new intercom handsets in their place, complete with all new cabling back to the terminal cabinet.

Please contact our office if you have any questions or require additional information.

Sincerely,

Michael Koolhoven  
Project Manager

MWK:ms



# Colton Joint Unified School District

## CHANGE ORDER PROPOSAL (COP)

School Name: Jurupa Vista Elementary  
 Project Name: CJUSD: Fire Alarm & Low Voltage Upgrade  
 To: (OAR) Lee Roohr & Owen Chang  
 From: (Contractor) First Fire Systems, Inc.

Date: June 28, 2010  
 Project Number: 1167  
 COP Number: 002  
 Contract Number:  
 CD or RFP Number: 02

Description of Work: Replace the existing intercom handsets in rooms "K1" and "K2" with new intercom handsets, complete with all new cabling back to the terminal cabinet.

### Cost of Work:

Item No.	Unit Price Work (FREIGHT) (A)	Constr. Equipment Owned (B)	Constr. Equipment Rented (C)	Material (U)	Field Labor Straight Time & Overtime (E)	Non-Feasible Labor Cost (F)	Sub-Contractor Name (G)	Sub-Contract Amount (H)	TOTAL (Sum A thru F plus H) (I)
1	\$ 19.92		\$ 67.50	\$ 249.00	\$ 348.00		Melendez Contracting	\$ -	\$ 684.42
2									
3									
4									
Sub-Total	\$ 19.92	\$ -	\$ 67.50	\$ 249.00	\$ 348.00	\$ -		\$ -	\$ 684.42
<b>FIELD LABOR</b>									
(J) CONTRACTOR FEE - OH&P ON MATERIALS AND									
15% x (D & E) = \$ 89.55									
<b>EQUIPMENTS</b>									
(K) CONTRACTOR FEE - OH&P ON RENTED									
5% x (C) = \$ 3.38									
<b>GENERAL/PRIME CONTRACTOR FEE</b>									
(L) CONTRACTOR FEE - OH&P FOR COMPENSABLE									
5% x (H) = \$ -									
<b>DELAY COSTS</b>									
(N) SALES TAX									
5% x (D) = \$ 24.28									
(O) TOTAL FEE (J+K+L+M+N)									
(P) SUB TOTAL WITH FEE (O+delay costs)									
(Q) PREMIUMS FOR ADDITIONAL BONDS (For Prime Contractor Only)									
2% x (P) = \$ 16.03									
<b>(R) GRAND TOTAL (P + Q)</b>									
= \$ 817.65									

The proposal would

☒ Increase ☐ Decrease the milestones and/or contract time by 3 calendar days

The proposal does NOT affect the Milestones and/or Contract Time

Signature Melendez

Signature Lee Roohr & Owen Chang

Signature DR

First Fire Systems Project Manager

Title

Frick, Frick & Jette, Architect

Title

Owner Authorized Representative

Title

7-12-2010

Date

7/12/2010

Date

7-12-10

Date

By signing this Change Order Proposal, the Contractors agree that the proposed adjustments to the Contract Amount shall cover any and all costs, delays and damages to the CONTRACTOR associated with the changed Work. Contractor shall follow all applicable procedures and provide all appropriate documentation as required by General Conditions Sections 10, 11 and/or 12.

LOCATION: COLTON, CA

LOCATION: COLTON, CA

GENERAL CONTRACTOR: FIRST FIRE SYSTEMS

KFP NO.: 02

SUBJECT: RFP #02

SEC.	DETAIL OF PROPOSAL
------	--------------------

[illegible]

PROJECT: C/JUSD JURUPA VISTA ES - FA & LOW VOLTAGE UPGRADE

LOCATION: COLTON, CA

GENERAL CONTRACTOR: FIRST FIRE SYSTEMS

RFP NO.: 02

SUBJECT: RFP #02

SEC. NO.	DETAIL OF ESTIMATE	EST QTY	UNIT	LABOR UNIT (HR)	LABOR HRS	LABOR (\$)/HR	LABOR COST	MAT'L (\$)/UNIT	MAT'L COST	TOTAL COST	COMMENTS
1	ELECTRICAL SUB: Melendez Contractors						\$		\$	\$	
			EA								
			EA								
			EA								
			EA								
	SUB TOTAL										
	ADD SALES TAX	9.75%									
	ADD FREIGHT	8%									
	ADD SUB'S O/H AND PROFIT	15%									
	TOTAL ADD ITEMS										
	SUBTOTAL										
2	GC'S COSTS										
	INTERCOM HAND SET	2	EA					\$ 42.00	\$ 84.00	\$ 84.00	
	MODULAR WALL PLATE	2	EA					\$ 7.50	\$ 15.00	\$ 15.00	
	CAT5E CABLE	1	ROLL					\$ 150.00	\$ 150.00	\$ 150.00	
	INSTALLATION LABOR	2	EA	1.5	3	\$ 52.00	\$ 156.00			\$ 156.00	
	PROGRAMMING, TESTING & INSPECTIO	1	EA	1	1	\$ 52.00	\$ 52.00			\$ 52.00	
	PROJECT SUPERVISION	1	EA	1	1	\$ 65.00	\$ 65.00			\$ 65.00	
	ENGINEERING/ASBUILTS	1	EA	1	1	\$ 75.00	\$ 75.00			\$ 75.00	
	SUBTOTAL				6		\$ 348.00		\$ 249.00	\$ 597.00	
	ADD SALES TAX	9.75%							\$ 24.28		
	ADD FREIGHT	8%							\$ 19.92		
	ADD 15% O/H AND PROFIT	15%							\$ 89.55		
	SUBTOTAL						\$ 348.00		\$ 382.75	\$ 730.75	

# ITEM #2

## PROPOSAL REQUEST

OWNER ☒  
ARCHITECT ☒  
CONTRACTOR ☒

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PROJECT: Colton Fire Alarm & Low Voltage Upgrades      PROPOSAL REQUEST NO: **06R**

OWNER: Colton Joint Unified School District      DATE: July 8, 2010

TO: First Fire Systems      ARCHITECT'S PROJECT NO: CU07-01  
6000 Venice Blvd  
Los Angeles, CA 90034  
Attn: Andre Shamilian

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Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein. Under provisions of the General Conditions Article 32.5, if a substantial response to this request is not received within 10 calendar days of the date above, it shall be considered a no cost change.

**THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.**

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### Description:

Provide the following work in Building A, Custodial Room, at Jurupa Vista Elementary School:

1. District to remove existing casework to where new low voltage equipment is identified in RFI#32.
2. Patch & repair gyp. board wall finish to a like new condition, matching existing texture, where casework was removed. Paint entire wall where wall repair for casework was removed, color to match existing adjacent walls.
3. Remove entire room flooring and replace with new flooring. Color to be similar as VCT that was removed. District to select color prior to installation.
4. Provide new rubber topset base in voided areas from removed casework. New base to match size, style and color of existing.

### Attachments:

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ARCHITECT: FRICK, FRICK & JETTÉ ARCHITECTS, INC.



BY: \_\_\_\_\_

Cc: Owen Chang - CJUSD, Dave Sampson - IOR & FILE



**Colton Joint Unified School District**

School Name: Jurupa Vista Elementary  
 Project Name: CJUSD: Fire Alarm & Low Voltage Upgrade  
 To: (OAR) Owen Chang  
 From: (Contractor) First Fire Systems, Inc.

**CHANGE ORDER PROPOSAL (COP)**

Date: July 9, 2010  
 Project Number: 1169  
 COP Number: 005R-1  
 Contract Number:

CD or RFP Number: 06

Description of Work: Patch and Repair of walls and new flooring in areas damaged in casework removal in Building A, Custodial Room # Jurupa Vista ES.

**Cost of Work:**

Item No.	Unit Price Work (FREIGHT) (A)	Constr. Equipment Owned (B)	Constr. Equipment Rented (C)	Material (D)	Field Labor Straight Time & Overtime (E)	Non-Feasible Labor Cost (F)	Sub-Contractor Name (G)	Sub-Contract Amount (H)	TOTAL (Sum A thru F plus H) (I)
1	\$ -			\$ -	\$ -		Melendez Contracting	\$ 2,021.83	\$ 2,021.83
2									
3									
4									
Sub-Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 2,021.83	\$ 2,021.83
(J) CONTRACTOR FEE - OH&P ON MATERIALS AND FIELD LABOR 15% x (D & E) = \$ -									
(K) CONTRACTOR FEE - OH&P ON RENTED EQUIPMENTS 5% x (C) = \$ -									
(L) GENERAL/PRIME CONTRACTOR FEE 5% x (H) = \$ -									
(M) CONTRACTOR FEE - OH&P FOR COMPENSABLE DELAY COSTS 5% x (D) = \$ -									
(N) SALES TAX 8.75% x (D) = \$ -									
(O) TOTAL FEE 2% x (P) = \$ 2,021.83									
(P) SUB TOTAL WITH FEE (OH+H+delay costs) Prime Contractor Only (P + Q) = \$ 2,021.83									
(Q) PREMIUMS FOR ADDITIONAL BONDS (For Prime Contractor Only)									
(R) GRAND TOTAL (P + Q) = \$ 2,021.83									

☐ The proposal would ☐ Increase ☐ Decrease the milestones and/or contract time by 3 calendar days

☐ The proposal does NOT affect the Milestones and/or Contract Time

Signature: Albaba  
 Signature: Albaba  
 Signature: DLR

First Fire Systems Project Manager  
 Title: Frick, Frick & Jelle, Architect  
 Title: Owner Authorized Representative

Date: 7-9-2010  
 Date: 7/12/2010  
 Date: 7-12-10

By signing this Change Order Proposal, the Contractors agree that the proposed adjustments to the Contract Amount shall cover any and all costs, delays and damages to the CONTRACTOR associated with the changed Work. Contractor shall follow all applicable procedures and provide all appropriate documentation as required by General Conditions Sections 10, 11 and/or 12.



CHANGE  
ORDER

Owner [X]  
Architect [X]  
Construction Manager [X]

PROJECT: Reche Canyon Elementary School – Fire Alarm

CHANGE ORDER NUMBER: 2 - '1  
DATE: September 13, 2010  
ARCHITECT'S PROJECT NO. CJ07-01

TO CONTRACTOR: First Fire Systems Inc.

CONTRACT DATE: March 23, 2010  
CONTRACT FOR: Construction  
DSA A#: 04-110087

This Contract is changed as follows:

ITEM #1 Removal of Casework & patch & Repair of finish \$1,361.78

Requested By: Owner

Reason: To complete project

Attachments: Items 1

NOT VALID UNTIL SIGNED BY THE OWNER, ARCHITECT AND CONTRACTOR

Total Original Contract	\$1,590,000.00
The original Contract Sum was (RCES)	\$401,000.00
Net change by previously authorized Change Order	0.00
The contract Sum prior to this Change Order was	\$401,000.00
The Contract Sum will be <b>Increase</b> by this Change Order in the amount of	<u>\$1,361.78</u>
The new contract Sum including this Change Order will be	\$402,361.78
The Contract Time will be <del>un</del> changed by <u>3</u> days	
The date of Substantial Completion as of the date of this Change Order therefore will be unchanged.	

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

FRICK, FRICK & JETTÉ  
19153 Town Center Drive  
Apple Valley, CA 92308

First Fire Systems Inc.  
6000 Venice Blvd  
Los Angeles, CA 90034

Colton Joint Unified School District  
851 South Mt. Vernon Ave  
Colton, CA 92624

BY: [Signature]

BY: [Signature]

BY: [Signature]

DATE: 10/6/2010

DATE: 9-30-10

DATE: 10/5/10

# ITEM #1

## PROPOSAL REQUEST

OWNER ☒  
ARCHITECT ☒  
CONTRACTOR ☒

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PROJECT: Colton Fire Alarm & Low Voltage Upgrades PROPOSAL REQUEST NO: **05R**  
OWNER: Colton Joint Unified School District DATE: July 8, 2010  
TO: First Fire Systems ARCHITECT'S PROJECT NO: CU07-01  
6000 Venice Blvd  
Los Angeles, CA 90034  
Attn: Andre Shamilian

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Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein. Under provisions of the General Conditions Article 32.5, if a substantial response to this request is not received within 10 calendar days of the date above, it shall be considered a no cost change.

**THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.**

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### Description:

Reche A#  
Provide the following work in Building A, C04-110087 - Jupa Vista Elementary School:  
1. District to remove existing casework. Low voltage equipment is identified in RFI#32.  
2. Patch & repair gyp. board wall casework was removed. Paint to match existing adjacent wall condition, matching existing texture, where repair for casework was removed, color  
3. Remove entire room flooring; flooring. Color to be similar as VCT that was removed. District to select color prior to installation.  
4. Provide new rubber topset base in voided areas from removed casework. New base to match size, style and color of existing.

### Attachments:

---

ARCHITECT: FRICK, FRICK & JETTÉ ARCHITECTS, INC.



BY: \_\_\_\_\_  
Cc: Owen Chang - CJUSD, Dave Sampson - IOR & FILE



Colton Joint Unified School District

School Name: Reche Canyon Elementary  
 Project Name: CUSD: Fire Alarm & Low Voltage Upgrade  
 To: (OAR) Owen Chang  
 From: (Contractor) First Fire Systems, Inc.

CHANGE ORDER PROPOSAL (COP)

Date: July 8, 2010  
 Project Number: 1169  
 COP Number: 006 - Rev. 1  
 Contract Number:

CD or RFP Number: 05

Description of Work: Patch and Repair new flooring in areas damaged in casework removal in Building A, Custodial Room at Reche Canyon ES.

Cost of Work:

Item No.	Unit Price Work (FREIGHT) (A)	Constr. Equipment Owned (B)	Constr. Equipment Rented (C)	Material (D)	Field Labor Straight Time & Overtime (E)	Non-Feasible Labor Cost (F)	Sub-Contractor Name (G)	Sub-Contract Amount (H)	TOTAL (Sum A thru F plus H) (I)
1	\$ -			\$ -	\$ -		Melendez Contracting	\$ 1,361.78	\$ 1,361.78
2									
3									
4									
Sub-Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 1,361.78	\$ 1,361.78
(J) CONTRACTOR FEE - OH&P ON MATERIALS AND FIELD LABOR									
15% x (D & E) =									\$ -
(K) CONTRACTOR FEE - OH&P ON RENTED EQUIPMENTS									
5% x (C) =									\$ -
(L) GENERAL/PRIME CONTRACTOR FEE									
5% x (H) =									\$ -
(M) CONTRACTOR FEE - OH&P FOR COMPENSABLE DELAY COSTS									
5% x (D) =									\$ -
(N) SALES TAX									
9.75% x (D) =									\$ -
(O) TOTAL FEE									\$ -
(P) SUB TOTAL WITH FEE (OH+delay costs)									\$ 1,361.78
(Q) PREMIUMS FOR ADDITIONAL BONDS (For Prime Contractor Only)									
(R) GRAND TOTAL (P + Q)									\$ 1,361.78

☐ The proposal would increase the milestones and/or contract time by 3 calendar days  
☒ The proposal does NOT affect the milestones and/or contract time

Signature: Melendez Date: 7-9-2010  
 Signature: Frick Date: 7/12/2010  
 Signature: D. R. Date: 7-12-10

By signing this Change Order Proposal, the Contractors agree that the proposed adjustments to the Contract Amount shall cover any and all costs, delays and damages to the CONTRACTOR associated with the changed Work. Contractor shall follow all applicable procedures and provide all appropriate documentation as required by General Conditions Sections 10, 11 and/or 12.





