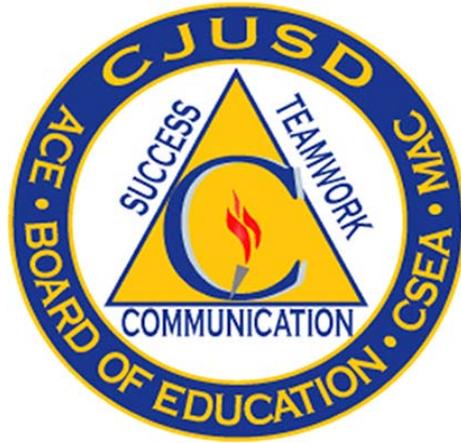


Colton Joint Unified School District

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



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

Thursday, July 21, 2011
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

- Mrs. Patt Haro, *President*
- Mr. Robert D. Armenta Jr., *Vice President*
- Mr. Frank Ibarra, *Clerk*
- Mr. Randall Cenicerros
- Mr. Roger Kowalski
- Mr. Pilar Tabera

- | | |
|------------------------|------------------------|
| Mr. Jerry Almendarez | Mrs. Jennifer Jaime |
| Mr. Jaime R. Ayala | Mrs. Janet Nickell |
| Mrs. Ingrid Munsterman | Ms. Sosan Schaller |
| Mr. Mike Snellings | Mr. Darryl Taylor |
| Mrs. Bertha Arreguín | Ms. Katie Orloff |
| Mr. Todd Beal | Ms. Jennifer Rodriguez |
| Mr. Brian Butler | |

1.2 Renewal of the Pledge of Allegiance.

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

2.0 SPECIAL PRESENTATIONS

2.1 Selection of Officer

- Alternate ROP Board Member (term expires in December 2011)

3.0 SCHOOL SHOWCASE ~ None

4.0 PUBLIC HEARING ~ None

5.0 ADMINISTRATIVE PRESENTATIONS

- 5.1 Budget Update – *Assistant Superintendent Ayala*
- 5.2 Energy Education Update – *Assistant Superintendent Ayala*

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 – 20, as presented.

- Page 7 A-1 Approval of Minutes for the June 16th and June 28th Regular and Special Board Meetings
- Page 31 A-2 Approval to Renew Membership in the Association of California School Administrators (ACSA, 2011-12)
- Page 33 A-3 Approval of Renewal Agreement for SANDABS Membership (2011-12)
- Page 35 A-4 Approval to Renew Membership in the San Bernardino County School Boards' Association (SBCSBA, 2011-12)
- Page 37 A-5 Approval of Student Field Trips
- Page 39 A-6 Approval of the Application for Carl D. Perkins Career and Technical Education Improvement Act of 2006 (2011–12)
- Page 49 A-7 Approval of Proposal from Pacific Hearing Services to Provide Audiological Services for Special Education, Deaf and Hard-of-Hearing Students (2011-12)
- Page 53 A-8 Approval of Agreement with Jacqueline Solorzano, Auditory Verbal Therapist to Provide One-on-One Auditory Verbal Therapy to a Special Education Student (2011-12)
- Page 59 A-9 Approval of the New Course Description for *Honors Math Analysis*, Grades 10-12 (Beginning August 2011)
- Page 73 A-10 Approval of the Revised Course Description and Approval of the Textbooks and Ancillary and Supplemental Instructional Materials for *Hospitality and the Food and Beverage Industry*, Grades 11-12 (Beginning August 2011)
- Page 89 A-11 Approval of the Revised Course Descriptions for *Human Development I* and *Human Development II*, Grades 9-12 (Beginning August 2011)
- Page 121 A-12 Approval of Contract for Supplemental Educational Services, Tutoring (2011-12)
- Page 125 A-13 Approval of the 2011-12 School Plans for Student Achievement (SPSA) Abstracts for Categorical Programs for all Elementary and Secondary Schools
- Page 171 A-14 Approval of Amended Agreement (Contract No. 03-734 A-9) with the County of San Bernardino Probation Department for a School Probation Officer
- Page 175 A-15 Acceptance of the After School Education and Safety Program Grant funds for Title I Elementary Schools: Birney, Crestmore, Grant, Grimes, Lewis, Lincoln, McKinley, Rogers, Smith, Wilson and Zimmerman Elementary Schools (July 1, 2011 – June 30, 2012)
- Page 177 A-16 Acceptance of Gifts
- Page 181 A-17 Authorization to “Piggyback” on the Pomona Valley School Co-op Purchasing Group Bid CFB-07-01-1112 for the Purchase of Canned Goods and Condiments for the 2011-12 School Year
- Page 195 A-18 Authorization to “Piggyback” on the Pomona Valley School Co-Op Purchasing Group Bid #1(11-12)NS for the Purchase of Food Service Paper Supplies for the 2011-12 School Year
- Page 207 A-19 Approval for Star Insurance Company Excess Workers' Compensation and Employer's Liability Policy Renewal (2011/12)
- Page 209 A-20 Approval of Cherrydale Fundraiser at Bloomington and Terrace Hills Middle Schools

B. Action Items

- Page 211 B-1 Approval of Personnel Employment
- Page 213 B-2 Approval of Conference Attendance
- Page 215 B-3 Approval to Assign SDC/LH Teacher(s) Under CA Commission on Teacher Credentialing Variable Term Waiver (2011-12)
- Page 217 B-4 Approval to Assign Teacher (Speech Therapist) Under CA Commission on Teacher Credentialing Variable Term Waiver (2011-12)
- Page 219 B-5 Approval of Purchase Orders
- Page 221 B-6 Authorization to Submit Certification for Receipt of Funds from the Inland Valley Development Agency
- Page 225 B-7 Approval of Agreement #2011-12-1 with Pick Up Stix Restaurants to Provide School Lunch Approved Asian Entrée Items for the 2011-12 School Year

Colton Joint Unified School District

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- Page 239 B-8 Approval of Agreement (11/12-0053) with San Bernardino County Superintendent of Schools for Courier Services (2011-12)
- Page 241 B-9 Approval of Extension for Use of Facilities Agreement with Water of Life at Sycamore Hills Elementary School (July 22, 2011 to June 30, 2012)
- Page 1243 B-10 Approval of Extension for Use of Facilities Agreement with Calvary the Brook at Grand Terrace Elementary School (July 22, 2011 to June 30, 2012)
- Page 245 B-11 Approval of Agreement with Riverside County for Roadway Improvements on Main Street for Grand Terrace High School
- Page 254 B-12 Adoption of Resolution No. 12-02, Transfers of Appropriations for 2011-12
- Page 261 B-13 Approval of Architectural and Engineering Services Agreement with Garcia and Associates for the Design of Fire Alarm and Intercom System Upgrade at Terrace View Elementary School
- Page 273 B-14 Approval of a Subcontractor Substitution for Queen City Glass Company (Category 18) for the Grand Terrace High School Increment 2 Project, Bid #11-04
- Page 283 B-15 Approval of Amendment with Leighton Consulting, Inc. to Perform Geotechnical Observations, Compaction Testing and Materials Inspection and Testing Services for Joe Baca Middle School
- Page 287 B-16 Approval of Contract Amendment with Joe Henderson for DSA Inspection Services for Bloomington High School New Math and Science Building Project
- Page 291 B-17 Approval of Agreement with Riverside County and City of Grand Terrace for Traffic Signal, Safety Lighting and Roadway Improvements at Main Street and Michigan Avenue
- Page 305 B-18 Approval of Agreement with Practi-Cal, Inc., for LEA (Local Education Agency) Medi-Cal and MAA (Medi-Cal Administrative Activities) Billing Services (2011-13)
- Page 321 B-19 Approval of Inter-District Attendance Agreement for Redlands Unified School District (2011-12)
- Page 325 B-20 Approval of Agreement with Life Signs, Inc. to Provide Sign Language Interpreter Services (2011-12)
- Page 331 B-21 Approval of Agreement with Rise Interpreting, Inc. to Provide Sign Language Interpreter Services (2011-12)
- Page 335 B-22 Approval of Contracts with Speech and Language Pathologist Providers for Services (2011-12)

C. Action Item – Board Policy ~ None

D. Action Items – Resolution ~ None

- Page 361 D-1 Adoption of Resolution No. 12-03, in *Honor of David R. Zamora*

Adjourn to meeting of Community Facilities District No. 3

- Page 363 CFD-1 Adoption of Resolution No. 12-01 CFD-3, *Establishing the Annual Special Tax Levy for Fiscal Year 2011-12 for Community Facilities District No. 3*

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

8.0 ADMINISTRATIVE REPORTS

- Page 369 AR-8.1 Approved Disbursements
- Page 371 AR-8.2 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 10-20
- Page 373 AR-8.3 Quarterly Uniform Complaint Report Summary (April through June 2011)
- Page 375 AR-8.4 Proposed Substitution of Board Policy and Administrative Regulations:
BP 4117.3 Personnel Reduction (BP/AR 4117.3)
- AR-8.5 Facilities Update – Darryl Taylor
- AR-8.6 ACE Representative
- AR-8.7 CSEA Representative
- AR-8.8 MAC Representative
- AR-8.9 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.)

7.1 Student Discipline, Revocation, and Re-entry

Page 379

7.2 Personnel

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

7.3 Conference with Legal Counsel—Anticipated Litigation

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

Potential Case: ~One~

7.4 Conference with Legal Counsel—Existing Litigation

Pursuant to Government Code Section 54956.9(a)

Case Number: ~None~

7.5 Conference with Labor Negotiator

Agency:

Ingrid Munsterman, Assistant Superintendent, Human Resources Division

Employee Organizations:

Association of Colton Educators (ACE)

California School Employees' Assoc. (CSEA)

Management Association of Colton (MAC)

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

Property: ~None~

12.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION

13.0 ADJOURNMENT

BOARD AGENDA

**REGULAR MEETING
July 21, 2011**

CONSENT ITEM

TO: Board of Education

PRESENTED BY: Jerry Almendarez, Superintendent

SUBJECT: Approval of Minutes for the June 16th and June 28th Regular and Special Board Meetings

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 Minutes for the June 16th and June 28th Regular and Special Board Meetings.

DRAFT

Colton Joint Unified School District

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



Minutes June 16, 2011

The Board of Education of the Colton Joint Unified School District met for a Regular Meeting and Public Hearing on Thursday, June 16, 2011 at 5:30 p.m. in the Board Room at the CJUSD Student Services Center, 851 So. Mt. Vernon Avenue, Colton, California.

Trustees Present

Mrs. Patt Haro, President
Mr. Robert D. Armenta Jr., Vice President (Arrived at 6:31 p.m.)
Mr. Frank A. Ibarra, Clerk
Mr. Randall Cenicerros
Mr. Roger Kowalski
Mr. Pilar Tabera (Absent)
Mr. Kent Taylor

Staff Members Present (*excused)

Mr. Jerry Almendarez
Mr. James A. Downs
Mr. Jaime R. Ayala
Mrs. Mollie Gainey-Stanley
Mrs. Ingrid Munsterman
Mr. Mike Snellings
Mrs. Bertha Arreguín
Mr. Todd Beal
Mr. Brian Butler
Mrs. Jennifer Jaime
Ms. Sosan Schaller
Mr. Darryl Taylor
Ms. Katie Orloff
Ms. Jennifer Rodriguez

Strategic Plan -- Mission Statement

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

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

Board President Haro called the meeting to order at 5:32 p.m. Assistant Superintendent Gainey-Stanley led in the renewal of the Pledge of Allegiance.

2.0 SPECIAL PRESENTATIONS

2.1 Employee Recognition

The following employees were recognized as the classified, certificated and management Employees of the Month for May.

- *Trina Aguilar*, Washington High School, instructional assistant
- *Jose Martinez*, Washington High School, teacher
- *Karla Sandrin*, Washington High School, assistant principal

Shakey's Pizza in Fontana, and general and assistant managers Chuck Westfahl and Tamara Jones received the Educational Partner award for the month of May. They were recognized for their outstanding support and involvement at Michael D'Arcy Elementary School.

In celebration of their upcoming retirement, Superintendent Emeritus James A. Downs and Assistant Superintendent Mollie Gainey-Stanley, Educational Services Division, were honored for their years of service to the district.

Representatives from the offices of Dr. Gary Thomas, San Bernardino County Superintendent of Schools (Linda Miranda), Josie Gonzalez, San Bernardino County Board of Supervisors (Dan Flores), Wilmer Amina Carter, California State Assemblymember (Sheila Futch), and Joe Baca, United States Congressman (Stephen Wahl), presented Mr. Downs and Mrs. Gainey-Stanley with resolutions in recognition of their public service and commitment to education.

The Colton Joint Unified School District Board of Education also honored the careers and leadership of Mr. Downs and Mrs. Gainey-Stanley, followed by the presentation of personalized picture frames signed by the board and employees of CJUSD.

2.2 School Attendance Recognition

Assistant Superintendent Snellings and Amanda Corridan, Coordinator, Child Welfare and Attendance honored the following schools for maintaining exceptional attendance throughout the 2010-11 school year:

- Sycamore Hills Elementary School
- Jurupa Vista Elementary School
- Mary B. Lewis Elementary School
- Michael D'Arcy Elementary School
- Bloomington Middle School
- Ruth O. Harris Middle School
- Bloomington High School

3.0 SCHOOL SHOWCASE ~ None

Board President Haro opened the public hearing at 6:33 p.m.

4.0 PUBLIC HEARING

- 4.1 B-10 Adoption of the 2011-12 Budget and Resolution No. 11-63 to Implement On-going Budget Reductions in 2012-13 and 2013-14

The following expressed the importance of student safety at and around the school sites and encouraged the board to reconsider the elimination of crossing guards.

- Nathaniel Sierdsma, Colton resident
- Tammy Elmer, Bloomington resident
- Linda Moreno, Colton resident
- Elsa Aguliar, Agua Mansa PTA president
- Deanna Keener, Bloomington resident

- Karen Houck, ACE president, also commented on the *Adoption of the 2011-12 Budget and Resolution No. 11-63 to Implement On-going Budget Reductions in 2012-13 and 2013-14*

- 4.2 B-11 Approval to Receive and Use The Tier III Categorical Programs' Funds to Backfill Revenue Limit Reductions in 2011-12 through 2013-14

Following public comment the Public Hearing was closed at 6:43 p.m.

5.0 ADMINISTRATIVE PRESENTATIONS

Budget Update

Assistant Superintendent Ayala presented the Budget Update (**EXHIBIT A**). He stated the need to reduce the budget by \$8.6 million in the 2011-12 school year. Mr. Ayala reminded the board of the county's requirement to submit a specific, non-negotiable action plan. This plan will be implemented as a last resort in the event the district does not receive concessions from the bargaining units.

Mr. Ayala commented on cost effective programs, such as the Textbook Management System, that will be implemented to lower the district's expenditures and increase revenue. He encouraged the board to focus on ways to cease deficit spending while continuing to be proactive when it comes to creating on-going expenditure reductions.

Program Improvement Update/ LEA Plan

Assistant Superintendent Gainey-Stanley introduced Dr. Linda Gonzales, New Directions, who provided an update on Program Improvement and the district's proposed LEA Plan. The district is mandated by the No Child Left Behind Act of 2001 to write an LEA plan every three years. The plan is based on the following five goals:

1. All students will reach high standards, at a minimum, attaining proficiency or better in reading and mathematics, by 2013-14.
2. All limited-English-proficient students will become proficient in English and reach high academic standards, at a minimum, attaining proficiency or better in reading/language arts and mathematics.
3. By 2005-06, all students will be taught by highly qualified teachers.
4. All students will be educated in learning environments that are safe, drug-free, and conducive to learning.
5. All students will graduate from high school.

Dr. Gonzales stated that the board must adopt the LEA plan in order to receive state and federal funding. In addition, when the district receives the funding they are required to adhere to the standards as outlined in the LEA plan. Following the adoption of the district's LEA plan, all sites will be required to write a Single Plan for Student Achievement (SPSA). Once submitted, the SPSA's will be presented for board approval.

School Attendance Boundaries

Assistant Superintendent Snellings reviewed the boundary change process. The process includes several meetings of the Boundary Committee to discuss boundary scenarios and develop a proposal for the Board of Education. Following today's presentation, the committee will organize community meetings in each area affected by the proposals to communicate the changes and allow input from community members. Once the input is gathered and reviewed, the committee will develop a final recommendation to present to the board for consideration.

When developing the boundary scenarios for Grand Terrace High School and Joe Baca Middle School, the committee took into consideration numerous variables, such as, enrollment patterns of surrounding neighborhoods, school capacity, school feeder patterns, community input and student safety.

The Boundary Committee plans to submit the final recommendation to the board, for approval, in September 2011.

Colton High School Math and Science Building Update

Frank Delgado, 2011 Colton High School graduate, presented an update on the Colton High School Math and Science Building. Mr. Delgado is a Project Engineer Intern with DJM Construction Co. Inc. Over the next seven weeks Mr. Delgado will build his leadership skills, confidence and experience while working on a fully operational construction project.

Mr. Delgado reviewed the construction schedule, building progress and upcoming milestones, which includes work on the substructure and superstructure. According to the construction schedule, implementation of the metal framing for the building will begin in August and is scheduled for completion in November.

6.0 PUBLIC COMMENT

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

- Nick Ramirez, CSEA president, spoke in support of Action Item B-1 Approval of Assistant Superintendent Two Year Contracts and B-5 Approval of Tentative Agreement to the Collective Bargaining Agreement Between California School Employees Association (CSEA) and the Colton Joint Unified School District (2010-11).
- Karen Houck, ACE president spoke in opposition of the following Consent and Action Items:
 - A-2 Approval to Renew Membership in the California School Boards' Association
 - A-3 Approval to Renew Gamut Online Membership
 - A-10 Approval to Renew Agreement with School Services of California, Inc. for Special/Fiscal Budget Services (2011-12)
 - A-11 Approval for Alliance of Schools for Cooperative Insurance Programs (ASCIP) Property/Liability JPA Insurance Renewal (2011-12)
 - A-18 Approval to Renewal of TeleParent Educational Systems, LLC Contract
 - B-1 Approval of Assistant Superintendent Two Year Contracts
 - B-6 Approval of Two-Year Contract with DataWORKS Educational Research Inc.
 - B-8 Approval of Contract with Centration for Consulting Services - Preparation of Mandated Cost Claims
 - B-9 Approval of the Contract with Fagen, Friedman & Fulfrost, LLP for Legal Services

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

- Ellis Rail, president, Western CA Retired Teachers Association, announced the recipients of the teacher grant program for 2011. Fifteen of 100 applicants were awarded \$250 grants. Five of the fifteen recipients were from Colton JUSD, Tracy Apodoca (Grant), David Bouer (Washington HS), Maria Jasso (D'Arcy), David Rainey (Colton HS) and Donna Tilden (Crestmore). Mr. Rail also thanked Frances Frost, Exec. Asst., to the Superintendent for her assistance.
- Molly Green, , teacher, commented on the one year teaching requirement for bumping.
- Laura Harper, Smith Elementary School, teacher, expressed support for the proposal offered by ACE during the most recent negotiations.
- Lori Walton, Ruth O. Harris Middle School, teacher, commented on certificated layoffs

The following speakers expressed support for Bloomington High School's FFA program:

- Bill McDonald, BHS, parent
- Desiree Trapp, BHS, teacher
- Jennah Proxmire, past FFA member

- Christine Irish-Re, community member, commented on youth football teams at Colton High School's athletic fields.

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

7.0 CLOSED SESSION

At 8:48 p.m., Board President Haro announced that the board would recess to closed session to discuss the following items on the closed session agenda:

- 7.1 • Student Discipline, Revocation and Re-entry
- 7.2 • Personnel
- 7.3 • Conference with Legal Counsel—Anticipated Litigation
- 7.4 • Conference with Legal Counsel—Existing Litigation
- 7.5 • Conference with Labor Negotiator
- 7.6 • Conference with Real Property Negotiator

8.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION

The Board meeting reconvened at 10:17 p.m.

8.1 Student Discipline, Revocation, and Re-entry

#388 On motion of Board Member Taylor and Board Member Armenta, and carried on a 6-0-1 vote (Board Member Tabera absent), the Board approved student discipline items 1-13 as presented.

- | | | |
|-----------|-----------|-------------|
| 1. 139595 | 6. 96927 | 10. 1038817 |
| 2. 124107 | 7. 94970 | 11. 117733 |
| 3. 103184 | 8. 129918 | 12. 1038500 |
| 4. 158752 | 9. 90044 | 13. 132081 |
| 5. 113459 | | |

8.2 Personnel

#389 In closed session, on a motion of Board Member Kowalski and Board Member Armenta and carried on a 6-0-1 vote (Board Member Tabera absent), the Board approved an agreement regarding the discipline of certificated employee #1697.

#390 On motion of Board Member Taylor and Board Member Cenicerros, and carried on a 6-0-1 vote (Board Member Tabera absent), the Board appointed Todd Beal, Director, Student Services. This is a title change *only* due to district reorganization.

#391 On motion of Board Member Taylor and Board Member Armenta, and carried on a 6-0-1 vote (Board Member Tabera absent), the Board appointed Mike Snellings as the Assistant Superintendent, Educational Services Division. This is a position transfer *only* due to district reorganization.

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

84 **Conference with Legal Counsel—Existing Litigation ~ No Report**
Pursuant to Government Code Section 54956.9(a)
Case Number: ~None~

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

8.6 **Conference with Real Property Negotiator (Gov. Code 54956.8) ~ No Report**
Property: ~None~

9.0 ACTION SESSION

A. #392 Consent Items

On motion of Board Member Taylor and Board Member Armenta, and carried on a 6-0-1 vote (Board Member Tabera absent), the Board approved Consent Items A-1 through A-18 as presented.

- #392.1 A-1 Approved Minutes for the May 19, 25, and 31, 2011 Regular and Special Board Meetings
- #392.2 A-2 Approved to Renew Membership in the California School Boards' Association (CSBA, 2011-12)
- #392.3 A-3 Approved to Renew Gamut Online Membership (2011-12)
- #392.4 A-4 Approved Student Field Trips (**EXHIBIT B**)
- #392.5 A-5 Approved the Application for SB 70 Middle Grades Career Technical Education (CTE) and Career Pathways Grant (2011-12)
- #392.6 A-6 Approved to File the Consolidated Application for Funding Categorical Aid Programs for 2011-12, Parts I and II, and any Subsequent Revisions and Amendments (2011-12)

- #392.7 A-7 Authorized "Piggyback" the Santa Clarita Valley School Food Services Agency's Request for Proposal #201011-0301-1 Commodity & Non-Commodity Food Items for the 2011-12 School Year
- #392.8 A-8 Accepted Gifts (**EXHIBIT C**)
- #392.9 A-9 Approved Reimbursement for Damage to Employee Vehicle in Accordance with Board Policy 4156.3
- #392.10 A-10 Approved to Renew Agreement with School Services of California, Inc. for Special/Fiscal Budget Services (2011-12)
- #392.11 A-11 Approved for Alliance of Schools for Cooperative Insurance Programs (ASCIP) Property/Liability JPA Insurance Renewal (2011-12)
- #392.12 A-12 Approved Multi-Year Agreement with San Bernardino Community College District (Crafton Hills College) for Child Development and Educational Services (June 2011 – June 30, 2016)
- #392.13 A-13 Authorized Piggyback the Redlands Unified School District Bid 4-11 for Furniture, Filing and Office Equipment
- #392.14 A-14 Authorized Piggyback the San Bernardino City Unified School District Bid 14-10 for Office and School Supplies
- #392.15 A-15 Authorized Piggyback the Western States Contracting Alliance (WSCA) Agreement B27160 for Computer Equipment, Software, Peripherals and Related Services
- #392.16 A-16 Approved to Open an Escrow Account for the Deposit of Earned Retentions for Suffolk Construction Company, Inc. on the Grand Terrace High School Increment No. 2 Project
- #392.17 A-17 Approved Appointment of District Representatives from Bloomington, Colton, and Grand Terrace High Schools to California Interscholastic Federation (CIF) Leagues (2011-12)
- #392.18 A-18 Approved Renewal of TeleParent Educational Systems, LLC Contract for 2011-12

B. Action Items

#393 On motion of Board Member Taylor and Board Member Cenicerros, and carried on a 6-0-1 vote (Board Member Tabera absent), the Board approved Action Items B-2 through B-9, and B-11 through B-16 as presented.

- #393.1 B-2 Approved Personnel Employment and Resignations (**EXHIBIT D**)
- #393.2 B-3 Approved I of Conference Attendance (**EXHIBIT E**)
- #393.3 B-4 Eliminated the Assistant Superintendent of Student Services Division Position
- #393.4 B-5 Approved Tentative Agreement to the Collective Bargaining Agreement Between California School Employees Association (CSEA) and the Colton Joint Unified School District (2010-11)
- #393.5 B-6 Approved Two-Year Contract with DataWORKS Educational Research Inc. (2011-13)
- #393.6 B-7 Approved the Local Educational Agency (LEA) Plan in Response to Program Improvement Corrective Action Requirements by the California Department of Education (CDE) (2011-14)
- #393.7 B-8 Approved Contract with Centration for Consulting Services - Preparation of Mandated Cost Claims (February 1, 2011 – January 31, 2012)
- #393.8 B-9 Approved the Contract with Fagen, Friedman & Fulfroost, LLP for Legal Services (Effective for the 2011-12 School Year)
- #393.9 B-11 Approved to Receive and Use The Tier III Categorical Programs' Funds to Backfill Revenue Limit Reductions in 2011-12 through 2013-14
- #393.10 B-12 Approved the Agreement Between Colton JUSD and Bloomington Recreation and Park District for the Use of Swimming Pool Facilities at Bloomington Middle School
- #393.11 B-13 Adopted Resolution No. 11-65 for Approval of Delegation of Authority to Sign Change Orders for Construction Projects (2011-12)
- #393.12 B-14 Approved the Agreement with School Planning Services, Inc. for the Preparation of the School Facilities Needs Analysis
- #393.13 B-15 Approved the Three-Year Lease Extension with Class Leasing, Inc. for Portable Classrooms and Restroom Buildings Currently at Various Sites
- #393.14 B-16 Approved the Contract Amendment No. 7 with WLC Architects, Inc. for Bidding and Construction Administration of full campus build-out for Grand Terrace High School

#394 On motion of Board Member Cenicerros and Board Member Taylor, and carried on a 6-0-1 vote (Board Member Tabera absent), the Board approved Action Item B-1 with revisions.

- #394.1 B-1 Approved Assistant Superintendent Two Year Contracts for the Business Services and Human Resources Divisions and a *one* year contract for the Educational Services Division

#395 On motion of Board Member Armenta and Board Member Kowalski, and carried on a 4-2-1 vote (Board Members Cenicerros and Taylor opposed; Board Member Tabera absent), the Board approved Action Item B-10 as presented.

#395.1 B-10 Adopted the 2011-12 Budget and Resolution No. 11-63 to Implement On-going Budget Reductions in 2012-13 and 2013-14

At 10:22p.m. Board President Haro adjourned to Community Facilities District No. 2 Meeting.

#396 On motion of Board Member Taylor and Board Member Kowalski, carried on a 6-0-1 vote (Board Member Tabera absent), the Board approved Action Item B-17 as presented.

#396.1 B-17 Adopted Resolution No. 11-64 CFD-2, Establishing the Annual Special Tax Levy for Fiscal Year 2011-12 for Community Facilities District No. 2

At 10:24 p.m. Board President Haro adjourned to regular board meeting.

C. Action Items – Board Policy ~ None

D. Action Items – Resolutions ~ None

10.0 ADMINISTRATIVE REPORTS

AR-10.1 Approved Disbursements

AR-10.2 Approved Change Orders Since March 17, 2011 for the Grand Terrace High School Construction Project per Board Resolution No. 10-20

AR-10.3 Budget Update

Update presented under Administrative Presentations.

AR-10.4 Facilities Update

Director Darryl Taylor presented the Facilities Project Update for June 2011 (**EXHIBIT F**). Following the Facilities Project Update, Mike De Vries, Vanir Construction Management, provided a detailed report on the construction status of Grand Terrace High School (**EXHIBIT G**). Mr. De Vries also commented on Vanir's student internship which offered Colton High School alumn, Angel Orozco, the opportunity for a paid internship in the field of construction management.

AR-10.5 ACE Representative

President Karen Houck commented on the success of ACE's perfect attendance program during the 2010-11 school year. She announced that they would like to expand the program into the secondary level and expressed their need for sponsors.

AR-10.6 CSEA Representative ~ no report

AR-10.7 MAC Representative ~ no report

AR-10.8 ROP Update

Board Member Ibarra announced that Colton-Redlands-Yucaipa ROP held their first graduation ceremony. On Wednesday, June 15, more than 100 students participated in the graduation ceremony at Redlands East Valley High School's Blackstone Theater. The students were honored for having completed medical, computer and GED classes.

11.0 SUPERINTENDENT'S COMMUNICATION

Superintendent Almendarez commented on the district's Retirement and Longevity Dinner on May 20th and the retirement reception honoring Superintendent Emeritus James A. Downs on June 8th. He congratulated Colton High School for setting a record with 539 diploma-eligible students, representing the largest graduating class in CHS history. Mr. Almendarez announced that the Nutritional Services Department will serve free meals at Bloomington and Colton High Schools beginning June 13th through June 22nd in the school cafeteria.

Lastly, Mr. Almendarez shared a request from Cary D. Lowe, asking the board to listen to a presentation regarding the proposed energy storage facility to be developed by AES on a portion of the former Grand Terrace power plant site and reconsider their position. The board, by consensus denied Mr. Lowe's request.

To view the Communiqué please visit the CJUSD website at www.colton.k12.ca.us

12.0 BOARD MEMBER COMMENTS

Board Member Kowalski thanked all employees for their hard work and patience during the 2010-11 school year. He also bid farewell and good luck to those leaving for retirement. Mr. Kowalski apologized to employees and community members who have been or will be affected by the board's budget reductions. He stressed the board's desire to restore affected employees, programs and services when it is feasible.

Board Member Cenicerros thanked all principals for sending invitations for the end of year promotions, graduations and activities. He recommended that Colton High School consider holding the 2012 graduation ceremony at Arrowhead Credit Union Park to better accommodate the graduates and their families. Lastly, Board Member Cenicerros, with board consent, requested that the district conduct a safety assessment in response to the elimination of crossing guards.

Board Member Taylor commented on the importance of crossing guards. He also thanked Bloomington Middle School and McKinley Elementary School for their participation in the after-school sports programs hosted by the Rialto Unified School District. Mr. Taylor thanked the public for attending the meeting and for recognizing the difficult decisions before the board. Lastly, he commented on the board's professionalism and unity when faced with difficult decisions.

Board Member Ibarra commented that the Colton Joint Unified School District employs the best certificated and classified staff in the area and extended his genuine appreciation for their talents. Mr. Ibarra expressed his support for crossing guards. He urged the district to meet with the City of Colton to discuss funding options for crossing guards. In closing, Mr. Ibarra suggested that the district require a security deposit for organizations requesting a facilities use agreement.

Board Member Armenta thanked Mrs. Gainey-Stanley for her service and leadership. He praised her leadership, innovation and genuine concern for educating and motivating students.

Board Member Haro congratulated Bloomington High School students Juan Alvarado and Derrick Jones on their success at the Western State Wrestling Championships. Mrs. Haro reminded staff of Bloomington High School's need for a new wrestling mat. She commented that all promotion and graduation celebrations were well planned and congratulated Colton High School on their record breaking number of graduates. Mrs. Haro thanked CSEA members for successful negotiations. Lastly, she thanked Mrs. Gainey-Stanley and wished her well in retirement.

13.0 ADJOURNMENT

At 10:50 p.m., the meeting was adjourned until the next Board of Education Meeting scheduled for Thursday, July 21, 2011, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

DRAFT

EXHIBIT A: BUDGET UPDATE

CJUSD Budget Update

Presented by:
Jaime R. Ayala
Assistant Superintendent
Business Services Division
June 16, 2011

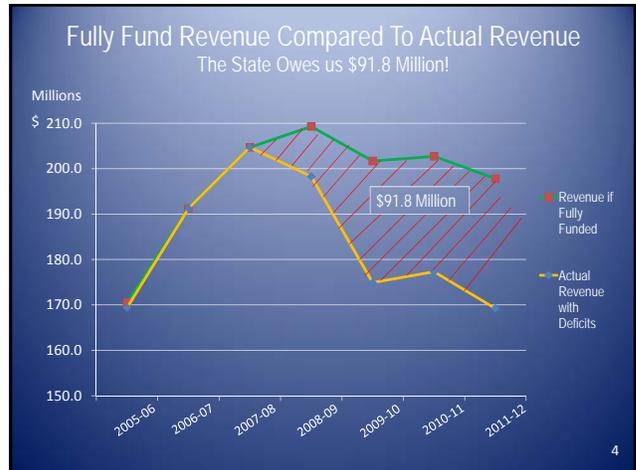
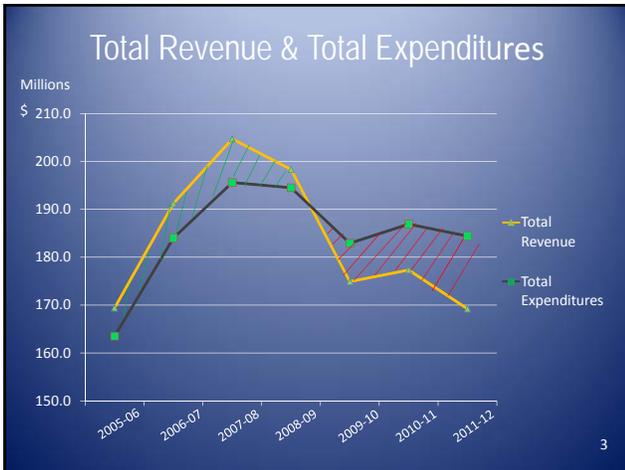
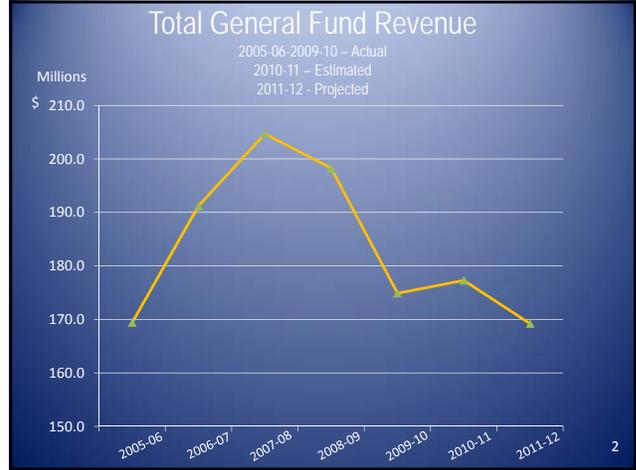
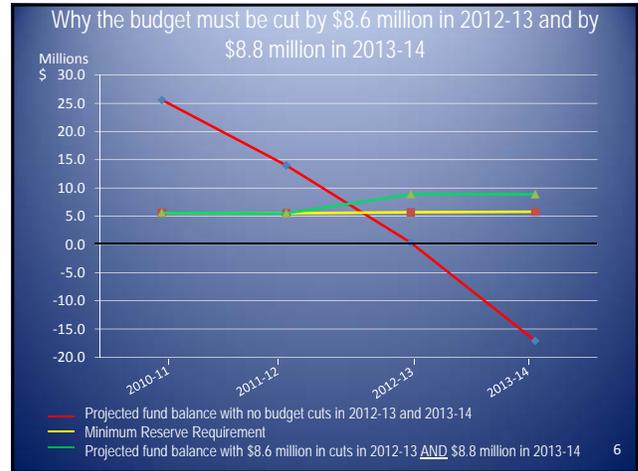
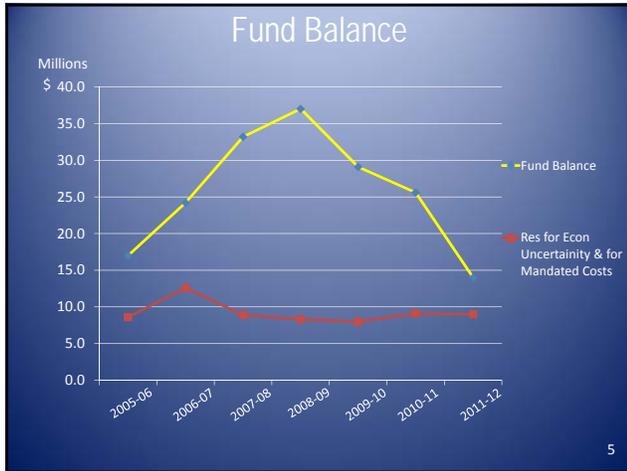


EXHIBIT A: BUDGET UPDATE



How we have Managed to Prop Up the Fund Balance

One-Time Revenue	2008-09	2009-10	2010-11	2011-12	Total
ARAA	\$ 25,788	\$12,287,762	\$ 4,027,087	\$1,059,292	\$17,399,929
EduJobs			3,939,771		3,939,771
Transfers-In from Other Funds					
Delta Reserve		500,000			500,000
Deferred Maintenance		2,000,000			2,000,000
Fund 35		977,484			977,484
Fund 67-General Liability		225,000	225,000	225,000	675,000
Fund 40-Furniture & Fixtures			5,477,080		5,477,080
Fund 17 Res-Other than Cap Outlay				3,596,895	3,596,895
Reducing Transfer-Out to Other Funds					
Fund 67- Workers Comp		1,000,000	1,000,000	1,000,000	3,000,000
Deferred Maintenance				800,000	800,000
Total Propping up of the Fund Balance	\$ 25,788	\$16,990,246	\$14,668,938	\$6,681,187	\$38,366,159

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EXHIBIT B, FIELD TRIPS:

Site	Date	Depart	Return	Destination	Activity/Background	Grade	Teacher	Cost	Funding	Strategic Plan*
BHS	6/28/11 to 7/1/11 (T/W/Th /F)	7:30 am	4 pm	Knott's Berry Farm Resort Hotel Buena Park, CA (District)	<i>Summer Cheer Camp</i> Pep squad will receive training in skills and techniques associated with cheerleading.	10- 12	Leilani Bautista (14)	\$5,368	ASB	Strategy #1
BHS	7/15/11 to 7/17/11 (F/S/S)	6:30 am	3 pm	Anaheim Marriott Anaheim, CA (District)	<i>2011 Jostens Renaissance Conference</i> Students will learn leadership skills and strategies to motivate students for the upcoming school year.		Misty Wright Joyce Lazalde (4) +1	\$3,405.12	SLC \$2,430.12 Jostens \$975	Strategy #1
BHS	7/23/11 to 7/30/11 (S/S/M/ T/W/Th/ F/S)	7 am	4 pm	Big Bear Lake Big Bear, CA (District)	<i>Cross Country Camp</i> To prepare cross country team for the 2011-12 season.	9-12	Jean Wierenga Julie Aguilera (20) +3	\$5,160	ASB	Strategy #1
THMS	7/25/11 to 7/29/11 (M/T/W/ Th)	9 am	3 pm	Miramonte Resort & Spa Palm Springs, CA (District)	<i>Camp Yearbook 2011</i> Students will participate in leadership, team building and learn the latest trends in layout and design techniques to produce the 2011- 12 yearbook.	8	Suzie Montoya- Colburn (3)	\$785	ASB	Strategy #1

EXHIBIT C, GIFTS

Site	Donor	Donation/Purpose	Amount
Birney	Lifetouch 11000 Viking Drive Eden Prairie, MN 55344	Check #2253096-\$184.69 Check #2233316-\$94.00	\$278.69
Bloomington High	Miles Turner 18340 Cedar Street Perris, CA 92570	BHS Mountain Bike Team Two sets of Mountain Bike Wheels One Mountain Bike Front Fork Three Mountain Bike Tires One stem	\$150.00
Colton High	Jamie May Badillo 1301 Fifth Avenue Redlands, CA 92374	Check #291 For Student AP Test-Student #83132	\$100.00
Colton High	Ralphs Fund/Food 4 Less Fund/Foods Co Fund 1014 Vine Street Cincinnati, OH 45202	Check #1693 For Science Instructional Materials	\$2,500.00
Colton High	Omar A. Vergara 13423 Sunshine Avenue Whittier, CA 90605	Check #2041 For FHA-Student #1032294	\$350.00
Enrollment Center	Skechers U.S.A. Foundation Catherine Grinnan 330 South Sepulveda Blvd. Manhattan Beach, CA 90266	100 Pairs of Shoes for Needy & Homeless Students (various sizes upon request)	\$3,000.00
Grand Terrace	Lifetouch National School Studios 11000 Viking Drive Eden Prairie, MN 55344	Check #2257219	\$785.99
Grant	Wal-Mart Foundation 702 S.W 8 th Street Bentonville, Arkansas 72716	Check #1690392	\$750.00
Grant	Box Tops for Education P.O. Box 2300 Young America, MN 55553-2300	Check #000031306	\$240.00
Grant	Lifetouch National School Studios 11000 Viking Drive Eden Prairie, MN 55344	Check #2239256-\$211.00 Check #2253949-\$426.79	\$637.79
Grimes	Association of Colton Educators 190 West H Street Colton, CA 92324	Check #7417 For Student Incentives	\$200.00
Grimes	Edison International-Employee Contributions Campaign P.O. Box 3288 Princeton, NJ 08453-3288	Check #133533	\$30.00
Grimes	Edison International-Edison Gifts P.O. Box 3288 Princeton, NJ 08543-3288	Check #158442 Company Match	\$30.00
Jurupa Vista	Jurupa Vista P.T.A. 15920 Village Drive E Fontana, CA 92337	Check #1248 For 1 st Grade Field Trip	\$1,151.00
Jurupa Vista	Box Tops for Education P.O. Box 2300 Young America, MN 55553-2300	Check #000061891 For Instructional Materials	\$15.00
Jurupa Vista	Lifetouch National School Studios 11000 Viking Drive Eden Prairie, MN 55344	Check #2257281	\$808.08
McKinley	McKinley P.T.A. 600 West Johnston Street Colton, CA 92324	Check #130 School Supplies	\$3,000.00
Reche Canyon	Venice C. Lachica 2640 South Andrews Lane San Bernardino, CA 92408	Check #1057 For Kinder Field Trip	\$50.00

Reche Canyon	Prudencio & Evangeline Molina 12532 Warbler Avenue Grand Terrace, CA 92313	Check #1523 For Kinder Field Trip	\$50.00
Reche Canyon	Lifetouch National School Studios 11000 Viking Drive Eden Prairie, MN 55344	Check #2253341 For Instructional Materials	\$858.34
Ruth O Harris	Coca-Cola Refreshments One Penns' Way New Castle, DE 19720	Check #05606845	\$50.28
Slover	Colton Woman's Club P.O. Box 247 Colton, CA 92324	Check #6137 For Scholarship	\$1,000.00
Slover	Student Paths, LLC 2595 Hamline Avenue North Roseville, MN 55113	Check #1522	\$107.00
Slover	Rotary Club of Colton P.O. Box 249 Colton, CA 92324	Check #8380 For Scholarship	\$650.00
Smith	Smith Elementary P.T.A. 9551 Linden Avenue Bloomington, CA 92316	Check #1489 For Copier	\$9,019.73
Terrace Hills	Grand Terrace Woman's Club 22421 Barton Road #398 Grand Terrace, CA 92313	Check #2336 For Library Books	\$200.00
Terrace View	Grand Terrace Woman's Club 22421 Barton Road, #398 Grand Terrace, CA 92313	Check #2334 For Library	\$200.00
Terrace View	Lifetouch National School Studios 11000 Viking Drive Eden Prairie, MN 55344	Check #2253399	\$1,244.97
Terrace View	Terrace View P.T.A. 22731 Grand Terrace Road Grand Terrace, CA 92313	Transportation Alice Birney will send a class to visit pen-pals at Terrace View	\$160.00
Wilson	Ruben Pina Cuevas 706 South 8 th Street Colton, CA 92324	Cash	\$100.00
Wilson	Wildcats P.T.A. 750 South 8 th Street Colton, CA 92324	Check #1210 For 2010-11 yearbooks	\$1,043.92
Zimmerman	CDR Financial Services, LLC 180 East Ocean Blvd. Suite 650 Long Beach, CA 90802	Check #10467 For 6 th Grade End of the Year Field Trip	\$100.00
Zimmerman	Lifetouch National School Studios 11000 Viking Drive Eden Prairie, MN 55344	Check #2253413	\$897.59

EXHIBIT D, PERSONNEL:

<u>I-A</u>	<u>Certificated – Regular Staff</u>	<u>Subject</u>	<u>Site</u>
	None		
<u>I-B</u>	<u>Certificated – Activity/Coaching Assignments</u>	<u>Position</u>	<u>Site</u>
<u>I-C</u>	<u>Certificated – Hourly</u>	<u>Position</u>	<u>Site</u>
	None		
<u>I-D</u>	<u>Certificated – Substitute Teacher</u>		
<u>I-E</u>	<u>Certificated Management – Summer School 2011</u>	<u>Position</u>	<u>Site</u>
	None		
<u>II-A</u>	<u>Classified – Regular Staff</u>	<u>Position</u>	<u>Site</u>
	None		

<u>II-B</u>	<u>Classified – Activity/Coaching Assignments</u>	<u>Position</u>	<u>Site</u>
	None		
<u>II-C</u>			
1.	Ruiz, Sandra	Sub Special Ed. Inst. Asst.	
<u>II-D</u>	<u>Classified Substitute</u>	<u>Position</u>	
1.	Velazco, Adriana	Sub Noon Aide - Smith	
<u>II-E</u>	<u>Classified – Short-Term –</u>	<u>Position</u>	<u>Site</u>
	None		

RESIGNATIONS:

<u>Certificated Employee</u>	<u>Position</u>	<u>Site</u>	<u>Employment Date</u>	<u>Effective</u>	
Aday, Creig	Teacher	CMS	08/28/1996	06/09/2011	For retirement
Aranda, Paul	Counselor	CHS	05/03/2000	06/15/2011	For retirement
Bascom, Brian	Teacher	CMS	08/28/1996	06/09/2011	For retirement
Buczowski, Jacinda	Teacher	CMS	08/23/2004	06/09/2011	
Burnham, Jill	Teacher	BHS	08/05/1985	06/09/2011	For retirement
Busch, Melanie	Teacher	Smith	08/02/2004	06/09/2011	
Caldera, Evelyn	State Preschool Teacher	Lincoln	01/06/1997	06/03/2011	For retirement
Dahlberg, Ann	Teacher (RSP)	CMS	09/06/1990	06/09/2011	For retirement
DePuyt, Christine	Teacher	Grimes	01/27/2006	06/09/2011	
Downs, James A.	Superintendent	District Office	08/20/1986	06/30/2011	For retirement
Edwards, Rose	Teacher	Cooley Ranch	07/28/1994	06/09/2011	For retirement
Eshelman, Pamela	Teacher	Washington	08/04/2004	06/09/2011	For retirement
Gainey-Stanley, Mollie	Asst. Supt.	Ed. Svcs. DO	09/25/1995	06/30/2011	For retirement
Garcia-Bacon, Maya	Teacher (ELD)	THMS	08/28/1996	06/09/2011	
Heaney, Marshall	Teacher (RSP)	Wilson	08/02/1999	06/09/2011	For retirement
Hinkley, Florence	Teacher	Crestmore	08/28/1996	06/09/2011	For retirement
Jensen, Andrea	Teacher	Washington	07/27/2003	06/09/2011	For retirement
Kinder, William	Teacher	Washington	09/09/1982	06/09/2011	For retirement
LaFranco, Francisca	Teacher	Grand Terrace	09/02/1992	06/09/2011	For retirement
Maingot, Cecilia	Teacher	Terrace View	09/05/1985	06/09/2011	For retirement
Markham, Donald	Teacher	CHS	08/23/2011	06/09/2011	For retirement
Mercado, Joey	Counselor	PPS	09/10/1981	06/09/2011	For retirement
Middleton, Grace	Teacher	Terrace View	09/10/1980	06/09/2011	For retirement
Millard, Marguerite	Teacher	Crestmore	10/05/1992	06/09/2011	For retirement
Meyers, Robert	Teacher	BHS	09/02/1992	06/09/2011	For retirement
Orneles, Peter	Teacher	CHS	09/09/1988	06/09/2011	For retirement
Rangel, Anthony	Counselor	Washington	07/29/2004	06/15/2011	For retirement
Rodriguez, Renee	Teacher	Jurupa Vista	03/22/1988	06/09/2011	
Shockney, Alisa	Teacher	Wilson	08/06/1996	06/09/2011	For retirement
Valadez, Joy	Teacher	Reche Canyon	01/28/1991	06/09/2011	For retirement

<u>Classified Employee</u>	<u>Position</u>	<u>Site</u>	<u>Employment Date</u>	<u>Effective</u>
McComb, Brenda	Counselor's Secretary	CHS	04/01/2002	06/11/2011
Moreno, Elizabeth	Nutrition Services Worker I	Grant	09/03/2008	05/21/2011

EXHIBIT E, CONFERENCES:

<u>Employee</u>	<u>Title</u>	<u>Site</u>	<u>Conference</u>	<u>Date/Location</u>	<u>Funds</u>
Carmen Lozolla <i>(Ratification)</i>	Bus Driver	Transportation	<i>Rodeo Team State Championship</i>	May 29-30, 2011 Sacramento, CA	Transportation funds: \$295.38
Lauren Tyler Peggy Wahl	Teacher Counselor	THMS	<i>Jostens Renaissance National Conf.</i>	July 15-17, 2011 Anaheim, CA	Site funds: \$980.39
Angie Dischinger	Principal	GTHS	<i>Principal's Partnership</i>	July 17-21, 2011 Phoenix, AZ	No Cost to the District
Celia Gonzales	Coordinator	D.O./Special Projects	<i>2011-12 Categorical Programs Academy</i>	July 25-29, 2011 Vacaville, CA	Title II funds: \$2,720.08
Mike Snellings Sally Lopez Valerie Pelletier Russell Levine Ignacio Cabrera Francisco Villegas Jordan Santana Aaron Santana	Asst. Supt. Asst. Principal Teacher Teacher Principal Teacher Student Parent	D.O. CHS BHS	<i>AP Annual College Board Conference</i>	July 20 - 24, 2011 San Francisco, CA	General Fund: \$5,713

DRAFT



FACILITIES

project update

JUNE
2011



ACTIVE PROJECTS—construction

NEW SCHOOLS

PROJECT #11



GRAND TERRACE HIGH SCHOOL
TOTAL BUDGET: \$121 MILLION (Increment 1—Base Campus)
CONSTRUCTION: 61% COMPLETE (+1%)

PROJECT #27



JOE BACA MIDDLE SCHOOL
TOTAL BUDGET: \$49.1 MILLION
CONSTRUCTION: 27% COMPLETE (+6%)

PROJECT #1E



**BLOOMINGTON HS
MATH & SCIENCE BLDG**
TOTAL BUDGET: \$15.1 MILLION
CONSTRUCTION: 53% COMPLETE (+1%)

PROJECT #1F



**COLTON HS
MATH & SCIENCE BLDG**
TOTAL BUDGET: \$18.6 MILLION
CONSTRUCTION: 9% COMPLETE (+1%)

NEW CLASSROOMS



FACILITIES

project update

JUNE

2011

Measures B & G



ACTIVE

SMALL PROJECTS

#47	BIRNEY ES- BUS DROP-OFF AND PARKING	TOTAL BUDGET: \$333,000 CONSTRUCTION: Summer 2011
#37	CHS—PEDESTRIAN BRIDGE REPAIRS	TOTAL BUDGET: \$75,000 DESIGN: 95% complete CONSTRUCTION: Summer 2011
#46	LINCOLN ES PARKING & SHADE SHELTER	TOTAL BUDGET: \$228,000 CONSTRUCTION (parking): Jun 2011 DESIGN (shelter): Pending DSA approval
#49	WASHINGTON HS—SHADE SHELTER	TOTAL BUDGET: \$188,000 DESIGN: Pending DSA approval
#40	JURUPA VISTA ES—DRAINAGE REMEDIATION	TOTAL BUDGET: \$65,000 CONSTRUCTION: Summer 2011
#36	CRESTMORE ES—WATER REMEDIATION	TOTAL BUDGET: \$57,000 CONSTRUCTION: Fall 2011
#50	TERRACE VIEW ES—PARKING	TOTAL BUDGET: \$1,312,000 DESIGN: 80% COMPLETE
#42	TERRACE VIEW ES—FIRE ALARM/INTERCOM	TOTAL BUDGET: \$492,000 DESIGN: Summer 2011
#43	LEWIS ES—FIRE ALARM/INTERCOM	TOTAL BUDGET: \$458,000 DESIGN: Summer 2011
#44	ZIMMERMAN ES—FIRE ALARM/INTERCOM	TOTAL BUDGET: \$547,000 DESIGN: Summer 2011
#45	WASHINGTON HS—FIRE ALARM/INTERCOM	TOTAL BUDGET: \$425,000 DESIGN: Summer 2011
#48	MCKINLEY ES—BUS DROP-OFF	TOTAL BUDGET: \$336,000 DESIGN: In Review
#38	BMS—BUILDING N CLASSROOM EGRESS	TOTAL BUDGET: \$66,000 COMPLETED: Apr 2011
#39	D'ARCY ES- SITE ACCESS AND SECURITY	TOTAL BUDGET: \$59,000 COMPLETED: Apr 2011
#35	FIRE ALARM & COMMUNICATIONS UPGRADES AT WILSON, JURUPA VISTA, RECHE CANYON, BMS	TOTAL BUDGET: \$2.2 million COMPLETED: Feb 2011
#41	LEWIS ES—BASKETBALL COURTS ADDITION	TOTAL BUDGET: \$58,000 COMPLETED: Dec 2010

EXHIBIT F: Facilities Update - GTHS

Grand Terrace High School at the Ray Abril Jr. Education Complex Progress Update as of 06-16-11



Grand Terrace High School: Progress Update (06-16-11)

Building "D" (Classroom Building) 74% complete:

- Installation of suspended acoustical ceiling grid in the classrooms is substantially complete, pending final corrections and inspections;
- Installation of cabinetry/casework in the 1st floor classrooms is complete;
- Drywall installation, tape and finish at the corridor and restroom ceilings is complete; Painting of these ceilings is now in progress;
- Installation of the elevator is in progress.



Grand Terrace High School: Progress Update (06-16-11)

PROGRESS PERCENT COMPLETE (%)

BUILDING / AREA	5/15/11	6/15/11
Overall Project (Based on 05/2011 approved payments)	60	65
Building "A"	54	60
Building "B"	33	38
Building "D"	66	74
Building "E"	66	71
Building "F"	56	62
Building "G"	43	56
Buildings "M" & "N"	57	59
Site Work	57	57



Grand Terrace High School: Progress Update (06-16-11)

Building "E" (Classroom Building) 71% complete:

- Exterior metal stud framing at the stair tower is complete;
- Installation of suspended acoustical ceiling grid in the classrooms is substantially complete, pending final corrections and inspections;
- Drywall installation at the corridor and restroom ceilings is complete; tape and finish is in progress;
- Electrical rough-in at hard lid ceilings is complete;
- Installation of the elevator is in progress.



Grand Terrace High School: Progress Update (06-16-11)

Building "A" (Cafeteria/Performing Arts Theater/Library) 60% complete:

- Section 1 (Cafeteria): Electrical rough-in is in progress; Lathing for stucco is in progress;
- Section 2 (Theater): Interior metal stud framing is ongoing; Plumbing, fire sprinkler, and HVAC ductwork rough-ins are in progress; Painting of metal doors and frames is in progress;
- Section 3 (Library): Electrical rough-in is complete; Painting of metal doors and frames is in progress.



Grand Terrace High School: Progress Update (06-16-11)

Building "F" (Classroom Building) 62% complete:

- Exterior metal stud framing at the stair tower is in progress;
- Interior painting of the 1st and 2nd floor classrooms is complete;
- Framing of the corridor suspended ceilings at the 1st and 2nd floors is complete;
- Installation of suspended acoustical ceiling grid in the 1st floor classrooms is substantially complete; 2nd floor ceiling grid is in progress;
- Installation of the elevator is in progress.



Grand Terrace High School: Progress Update (06-16-11)

Building "B" (Gymnasium) 38% complete:

- Fineproofing of the roof beams and metal decking throughout the building is complete;
- Exterior metal stud framing of the high roof soffits is in progress;
- Overhead plumbing rough-in at Section 1 (locker rooms) is in progress.



Grand Terrace High School: Progress Update (06-16-11)

Building "G" (Administration Center and Classrooms) 56% complete:

- Installation of HVAC ductwork at 2nd floor is complete; Ductwork at Section 1 is in progress;
- Plumbing rough-in at 2nd floor is complete;
- Fire sprinkler rough-in at Section 1 is in progress;
- Electrical rough-in at Section 1 is in progress;
- Drywall installation at 2nd floor classrooms; at Section 4 is in progress; Interior painting of 1st floor classrooms is in progress;
- Lathing for stucco is in progress.



EXHIBIT F: Facilities Update - GTHS

Grand Terrace High School: Progress Update (06-16-11)

Buildings "M" (Concessions) and "N" (Field Restrooms) 59% complete:

- Installation of the standing seam metal roofing for Building "N" is substantially complete.





Grand Terrace High School: Progress Update (06-16-11)

QUESTIONS?



Grand Terrace High School: Progress Update (06-15-11)

Site Work (57% complete):

- CMU walls for the ramp and stairs south of Building "G" are complete;
- CMU ramp and stair walls east of Building "G" are complete;
- CMU walls for the trash enclosures east of Building "F" and west of Building "A" are complete;
- Layout, excavation and footings for the seat walls / planters in the quad areas in progress; LRVU for the planter walls are in progress.





Grand Terrace High School: Progress Update (06-16-11)

Critical Issues Potentially Impacting the Completion Schedule:

- Default of Hanan Construction, Inc., Bid Package #10 (General Construction):
 - The tender agreement with Jaynes Construction for completion of the remaining work scope has been finalized. Bid Package #10 work to start back up next week.
- Production by the Sheet Metal Contractor: Action Sheet Metal is back on site and we're monitoring their progress closely. We're prepared to take action to de-scope their work if necessary.



Grand Terrace High School: Progress Update (06-16-11)

Milestone Dates for Bid, Award and Construction of the Added Scope:

- ✓ Notice To Proceed and Construction Start: Monday, 3/23/11
- ✓ Construction complete: Wednesday, 3/22/12

- Suffolk Construction has mobilized on site with their office trailer and temporary power and have proceeded with grading/earthwork;
- Foundation over-excavations and back-fill for Building "C" (Student Services), "J" and "K" (Football Concessions / Restrooms) have been completed and the building pads are complete/certified;
- Foundation over-excavation and back-fill for Building "L" (Grandstand/Locker Rooms/Team Rooms) is complete and building pad is in progress;
- Foundation excavation for Building "H" (Pool Building) has not started yet.




AFT

Date Approved: July 21, 2011

Frank Ibarra, Clerk

Jerry Almdarez, Superintendent

DRAFT

Colton Joint Unified School District

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



Minutes June 28, 2011

The Board of Education of the Colton Joint Unified School District met for a Special Meeting on Tuesday, June 28, 2011 at 5:30 p.m. in the Board Room at the CJUSD Student Services Center, 851 So. Mt. Vernon Avenue, Colton, California.

Trustees Present

Mrs. Patt Haro, President
Mr. Robert D. Armenta Jr., Vice President
Mr. Frank A. Ibarra, Clerk
Mr. Randall Cenicerros
Mr. Roger Kowalski
Mr. Pilar Tabera
Mr. Kent Taylor

Staff Members Present (*excused)

Mr. Jerry Almendarez	Mr. Todd Beal
Mr. Jaime R. Ayala	Mr. Brian Butler
Mr. James A. Downs *	Mrs. Jennifer Jaime
Mrs. Mollie Gainey-Stanley *	Ms. Sosan Schaller
Mrs. Ingrid Munsterman	Mr. Darryl Taylor
Mr. Mike Snellings	Ms. Katie Orloff *
Mrs. Bertha Arreguín *	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

Board President Haro called the meeting to order at 5:30 p.m. Board Member Taylor led in the renewal of the Pledge of Allegiance.

2.0 SPECIAL PRESENTATIONS

2.1 Board Member Recognition

In celebration of Board Member Kent Taylor's appointment as superintendent of Southern Kern Unified School District, the following offices presented certificates of recognition and appreciation for his 12 years of service to the Colton JUSD.

- Sharon Bølle, Asst. Supt., Student Services, San Bernardino County Superintendent of Schools
- Dan Flores, Josie Gonzales' office, San Bernardino County Supervisor
- Sheila Futch, Wilmer Amina Carter's office, California State Assemblymember
- Stephen Wahl, Joe Baca's office, United States Congressman

Following the recognition, the CJUSD Board of Education expressed their gratitude for Mr. Taylor's leadership on the Board and his endless support for the students, staff and the overall community.

Mr. Taylor commented on his experiences as a board member over the last 12 years, student academic success and other notable achievements the District has made, including the building of Grand Terrace High School and Joe Baca Middle School.

The Board took a brief recess from 6:05 p.m. to 6:10 p.m.

3.0 SCHOOL SHOWCASE ~ None

4.0 PUBLIC HEARING ~ None

5.0 ADMINISTRATIVE PRESENTATIONS

5.1 Facilities Master Plan Update (EXHIBIT A)

Godwin Osifeso, NTD Architecture, presented a draft of the District-wide Facilities Master Plan (FMP).

At the direction of the Board, staff will present project priorities, based on the assessments as outlined in the FMP, at an upcoming meeting. Priorities will be set based on funding, project status and state approvals.

6.0 PUBLIC COMMENT

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

- None

White card—Items/Topics Not on the Agenda:

The following Bloomington High School teachers expressed concern for the administrative transfer process.

- Elizabeth Callahan
- Jennifer Wymer

7.0 ACTION SESSION

A. Action Item

#397 On motion of Board Member Taylor and Board Member Cenicerros, and carried on a 7-0 vote, the Board approved Action Item #A – 1 as presented.

#397.1 A-1 Approved Conference Attendance

8.0 ADMINISTRATIVE REPORTS

AR-8.1 ACE Representative

Bernadette Pedroza, Elementary Director, asked to participate in the provisional appointment process to fill the vacancy in Trustee Area #3 (Grand Terrace). She also urged the board to rescind certificated layoffs.

AR-8.2 CSEA Representative

AR-8.3 MAC Representative

AR-8.4 ROP Update

Board Member Ibarra shared information from the most recent ROP newsletter in which Superintendent Houston addressed Mr. Taylor's appointment to Southern Kern Unified School District.

9.0 SUPERINTENDENT'S COMMUNIQUE

Superintendent Almendarez reviewed the process for filling the vacancy left by Board Member Taylor. The consensus of the Board is to proceed with the process for a provisional appointment rather than calling for a special election.

10.0 BOARD MEMBER COMMENTS

Board Member Cenicerros expressed his eagerness to begin the process for the provisional appointment.

Board Member Tabera ~ No comment

Board Member Ibarra commented on moving forward with the process to appoint a provisional board member.

Board Member Kowalski bid farewell to Mr. Taylor and wished his family good luck as they transition into their new home, school and community.

Board Member Taylor commented on the quality education his three kids received while attending CJUSD schools. He also spoke of his wife's involvement on the PTA at both Terrace View Elementary and Terrace Hills Middle School. Lastly, he thanked all of the classified, certificated and management staff for supporting a strong educational foundation for his children.

Board Member Armenta inquired about the vacancy left by Mr. Taylor on the ROP Board. Since Mr. Tabera is the current alternate he will serve in Mr. Taylor's absence until the reorganizational meeting in December.

Board Member Haro commented on the recent Arizona-Southern California high school all-star football game. Southern California defeated their host, Arizona, in the inaugural event 27-7 at Surprise Stadium before an estimated crowd of 3,000.

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

At 7:10 p.m., Board President Haro announced that the board would recess to closed session to discuss the following items on the closed session agenda:

- ◆ **Personnel**
 - ◆ Public Employee: Discipline/Dismissal/Release (Gov. Code 54957)
 - ◆ Public Employee: Employment/Appointment
- ◆ **Conference with Labor Negotiator**

11.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION

The Board meeting reconvened at 7:58 p.m. Board President Haro reported on action taken in closed session.

12.1 **Student Discipline, Revocation, and Re-entry** ~No Report~

12.2 **Personnel - Public Employee: Employment/Appointment – High School Principal**
#398 In closed session, on motion of Board Member Armenta, and Board Member Taylor, and carried on a 7-0, vote, the Board appointed Pete Tasaka as permanent principal of Washington High School.

12.2 **Personnel - Public Employee: Employment/Appointment – Pupil Personnel Director**
#399 In closed session, on motion of Board Member Armenta, and Board Member Cenicerros, and carried on a 7-0, vote, the Board appointed Janet Nickell the director of Pupil Personnel Services.

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

12.4 **Conference with Legal Counsel—Existing Litigation** ~No Report~

12.5 **Conference with Labor Negotiator** ~No Report~

12.6 **Conference with Real Property Negotiator** ~No Report~

12.0 ADJOURNMENT

At 7:59 p.m., the meeting was adjourned until the next Board of Education Meeting scheduled for Thursday, July 21, 2011, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

Date Approved: July 21, 2011

BOARD AGENDA

REGULAR MEETING
July 21, 2011

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Jerry Almendarez, Superintendent
- SUBJECT:** Approval to Renew Membership in the Association of California School Administrators (ACSA, 2011-12)
- GOAL:** Student Performance, Personnel Development, Facilities/Support Services, Budget Planning, School Safety & Attendance, Community Relations, & Parent Involvement
- STRATEGIC PLAN:** Strategy #1 – Communication Strategy #4 – Facilities
Strategy #2 – Curriculum Strategy #5 – College/Career
Strategy #3 – Decision Making Strategy #6 – Character
- BACKGROUND:** The Association of California School Administrators was established in 1971. ACSA is the largest umbrella organization for school leaders in the nation, serving more than 16,000 school leaders.
- The mission of ACSA is to support California’s educational leaders; ensure all students have the essential skills and knowledge needed to excel; and champion public education. More than two dozen job-alike and issue-oriented councils and committees, a board of directors and a delegate assembly keep ACSA focused on school leadership and on education policy issues at the local, state and federal levels.
- Renewal of membership in the Association of California School Administrators (ACSA) for the 2011-12 school year is submitted for consideration.
- BUDGET IMPLICATIONS:** General Fund expenditure: \$880
- RECOMMENDATION:** That the Board renew District membership in the Association of California School Administrators (ACSA) for the 2011-12, as presented.

BOARD AGENDA

REGULAR MEETING
July 21, 2011

CONSENT ITEM

TO: Board of Education

PRESENTED BY: Jerry Almendarez, Superintendent

SUBJECT: Approval of Renewal Agreement for SANDABS Membership (2011-12)

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

STRATEGIC PLAN: Strategy #1 – Communication
Strategy #3 – Decision Making
Parameter #7 – Fiscal Responsibility

BACKGROUND: SANDABS is a legislative advocacy coalition of school district trustees and superintendents representing education in San Bernardino County. The organization is dedicated to informing districts regarding the state budget and legislative proposals, the annual legislative night, and candidate interviews during election years.

The Colton Joint Unified School District has been an active member since 1990-91.

BUDGET IMPLICATIONS: General Fund expenditure: \$2,000

RECOMMENDATION: That the Board approve the renewal agreement for SANDABS membership (2011-12) as presented.

BOARD AGENDA

**REGULAR MEETING
July 21, 2011**

CONSENT ITEM

- TO:** **Board of Education**
- PRESENTED BY:** Jerry Almendarez, Superintendent
- SUBJECT:** **Approval to Renew Membership in the San Bernardino County School Boards' Association (SBCSBA, 2011-12)**
- GOAL:** Student Performance, Personnel Development, Facilities/Support Services, Budget Planning, School Safety & Attendance, Community Relations, & Parent Involvement
- STRATEGIC PLAN:** Strategy #1 – Communication Strategy #4 – Facilities
Strategy #2 – Curriculum Strategy #5 – College/Career
Strategy #3 – Decision Making Strategy #6 – Character
- BACKGROUND:** Renewal of membership in the San Bernardino County School Boards' Association (SBCSBA) for the 2011-12 school year is submitted for consideration.
- SBCSBA supports board members and superintendents in San Bernardino County. They offer budget and governance workshops throughout the year, in addition they offer the Beginning Boardsmanship workshop, a two year program which focuses on the Brown Act and areas of the California Fair Political Practices Commission. SBCSBA also organizes and hosts the annual Medal of Honor & Distinguished Service Awards.
- BUDGET**
- IMPLICATIONS:** General Fund expenditure: \$250
- RECOMMENDATION:** That the Board renew District membership in the San Bernardino County School Boards' Association (SBCSBA) for the 2011-12, as presented.

BOARD AGENDA

**REGULAR MEETING
July 21, 2011**

CONSENT ITEM

TO: Board of Education

PRESENTED BY: Mike Snellings, 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: \$13,952

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

FIELD TRIPS: Regular Meeting July 21, 2011

<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	7//28/11 to 7/31/11 (Th/F/S/ S)	8 am	4 pm	UC Irvine Irvine, CA (District)	<i>USA Cheer Camp</i> Pep squad will receive training in skills and techniques associated with cheer leading.	9-12	Laura Martinez Monique Martinez (37) + Camp chaperones	\$13,802	ASB	Strategy #1
CHS	8/11/11 (Thurs.)	6 am	8 pm	US Naval Station San Diego, CA (District)	<i>ROTC</i> students will tour facility and learn firefighting and damage control skills.	9-12	David Brunkhorst Joe Porter (60) + 1	\$150	ASB	Strategy #1

*

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

BOARD AGENDA

Regular Meeting
July 21, 2011

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Mike Snellings, Assistant Superintendent, Educational Services Division
- SUBJECT:** Approval of the Application for Carl D. Perkins Career and Technical Education Improvement Act of 2006 (2011–12)
- GOAL:** Improved Student Performance
- STRATEGIC PALN:** Strategy #5 – Career/College
- BACKGROUND:** The California Department of Education has notified the District that the allocation for the 2011-12 Carl D. Perkins Career and Technical Education Improvement Act of 2006 grant will be \$162,093. The annual grant provides support to career and technical education courses on the comprehensive high school campuses.
- The District’s annual application identifies the Business Department at Bloomington High School and the Home Economics at Colton High School as areas of focus for the 2011-2012 school year. Funds may be spent for the purchase of equipment and staff development and supporting Career Technical Student Organizations (CTSO).
- BUDGET IMPLICATIONS:** General Fund Revenue: \$162,093
- RECOMMENDATION:** That the Board approve the application for Carl D. Perkins Career and Technical Education Improvement Act of 2006 (2011-12).

California Department of Education (<http://www3.cde.ca.gov/pgms/prts.aspx>)

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California Department of Education (<http://www3.cde.ca.gov/pgms/prts.aspx>)

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Perkins Grant Management System (PGMS)

Colton Joint Unified (131 - Secondary)

LEA Profile

Review and update the information below. When complete, click on the 'Continue to Application Status' button to proceed to the next section.

Local Education Agency (LEA) information

LEA information can be updated through the Online Public Update for Schools (OPUS). LEAs should have authorized LEA CDS coordinators notify the California Department of Education (CDE) of updates to information contained in the Public School Directory, such as contact information, personnel, agency name, school type, grade span, etc. The OPUS authorized coordinators are not the same as the Perkins coordinators. Refer to OPUS-CDS Application and Resources for more information.

LEA Contact Information

LEA Name: Colton Joint Unified

CDS Code: 36-67686-0000000

Address: 1212 Valencia Dr.

Colton, CA 92324-1798

Phone: (909) 580-5000

Fax: (909) 433-9471

E-mail: cyndie_marksbury@colton.k12.ca.us

Superintendent

Name: Jerry Almendarez

Perkins Coordinator Information

Perkins Coordinator

Name: John Conboy

Title: Coordinator

Phone: 909-872-6403

Fax:

E-mail: john_conboy@cjusd.net

Street Address: 1212 Valencia Drive

City: Colton

State: CA

Zip Code: 92324

Perkins Coordinator Contact During Summer

Phone: 909-580-6544

E-mail: john_conboy@cjusd.net

LEA CTE Advisory Chair Information

Name: Susan McKee

E-mail: susan_mckee@cjusd.net

Phone: 909-580-6632

Section I - State Assurances and Certifications**Certifications Sign-off**

This application is a commitment to comply with the following assurances, certifications, terms, and conditions associated with the Carl D. Perkins Career and Technical Education Improvement Act of 2006.

The following Assurances, Certifications, and Grant Conditions are requirements of applicants and grantees as a condition of receiving funds. Applicants do not need to sign and return the general assurances and certification with the application; instead, they must download them, collect the appropriate signatures, and keep them on file to be available for compliance reviews, complaint investigations, or audits.

- California Department of Education General Assurances (CDE-100A)
- Drug Free Workplace Certification (CDE-100DF)
- U.S. Department of Education Debarment and Suspension (ED 80-0014)
- U.S. Department of Education Lobbying (ED80-0013)
- Perkins IV Assurances and Certifications (CDE 100)
- 2011â€12 Grant Conditions

Section I - LEA Sign-off Section

- Other updates to the local CTE plan can be submitted in narrative form with a reference to the Local CTE Plan chapter, section, and question.

Section I - CDE Review and Sign-off Section

- Section I - Section Approved

Section II - Representatives of Special Populations**Representatives of Special Populations Sign-off**

Section 123(b) of Perkins IV requires states to conduct annual evaluations of the progress and efforts grant recipients are making toward achieving the core indicator performance levels established for the state's CTE programs. California LEAs provide data to the CDE through the 101-E1 report in the fall and 101-E2 report in the spring, and these data are used to determine the core indicators.

This section identifies the LEA's actual performance on each of the Core Indicators of performance and indicates if the LEA has met the state-established performance targets.

Colton Joint Unified has met or exceeded the required target in each of the core indicators of performance and is determined to be a Compliant Agency.

Congratulations, no action is necessary on this page.

Economically Disadvantaged (Title I Coordinator)

Celia Gonzales

Title I Coordinator Title: Coordinator Specila Projects

Title I Coordinator Name:

Limited English Proficiency (English Learner Coordinator)

Bertha Arreguin

English Learner Coordinator Title:

English Learner Coordinator Name:

Director of Language Support Services

Disabled (Handicapped) (Special Education Coordinator)

Janet Nickell

Special Education Coordinator Title:

Special Education Coordinator Name:

Director Pupil Personnel Services

Single Parent or Single Pregnant Women (Title IX Coordinator)

Mike Snellings

Title IX Coordinator Title: Assistant Superintendent of Educational Services

Title IX Coordinator Name:

Gender Equity or Nontraditional Training (Title IX Coordinator)

Mike Snellings

Title IX Coordinator Title: Assistant Superintendent of Educational Services

Title IX Coordinator Name:

Section II - LEA Sign-off Section

As the duly authorized representative of the local educational agency applying for Carl D. Perkins Career and Technical Education Improvement Act of 2006, 2011's funding, I confirm that the LEA coordinators or administrators responsible for each of the programs associated with special population groups have reviewed and approved the 2011's Perkins IV application for funds.

Section II - CDE Review and Sign-off Section

Section II - Section Approved

Section III - Assessment of Career Technical Education Programs**1S1 Academic Attainment-Reading/Language Arts**

Numerator: Number of 12th grade CTE concentrators who have met the proficient or advanced level on the English-language arts portion of the California High School Exit Examination (CAHSEE).

Denominator: Number of 12th grade CTE concentrators.

LEA Level 2007-08: 24.79 % LEA Level 2008-09: 34.51 % LEA Level 2009-10: 37.43 %

State Level 2009-10: 33.40 % Required Target: 30.06 % Met Target: Yes

1S2 Academic Attainment-Mathematics

Numerator: Number of 12th grade CTE concentrators who have met the proficient or advanced level on the mathematics portion of the CAHSEE.

Denominator: Number of 12th grade CTE concentrators.

LEA Level 2007-08: 19.58 % LEA Level 2008-09: 28.51 % LEA Level 2009-10: 32.14 %

State Level 2009-10: 23.00 % Required Target: 20.70 % Met Target: Yes

2S1 Technical Skill Attainment

Numerator: Number of CTE concentrators enrolled in a capstone CTE course who received an 'A', 'B', or 'C' grade in the course, or received an industry-recognized certification, or passed an end of program assessment aligned with industry-recognized standards.

Denominator: Number of CTE concentrators enrolled in capstone CTE courses during the reporting year.

LEA Level 2007-08: 83.89 % LEA Level 2008-09: 72.16 % LEA Level 2009-10: 80.47 %

State Level 2009-10: 58.22 % Required Target: 52.40 % Met Target: Yes

3S1 Secondary School Completion

Numerator: Number of 12th grade CTE concentrators who earned a high school diploma, or other state-recognized equivalent (including recognized alternative standards for individuals with disabilities).

Denominator: Number of 12th grade CTE concentrators who left secondary education during the reporting year.

LEA Level 2007-08: 63.24 % LEA Level 2008-09: 77.50 % LEA Level 2009-10: 90.17 %

State Level 2009-10: 87.56 % Required Target: 78.80 % Met Target: Yes

4S1 Student Graduation Rate

Numerator: Number of 12th grade CTE concentrators who, in the reporting year, were included as graduated in the states computation of its graduation rate.

Denominator: Number of 12th grade CTE concentrators.

LEA Level 2007-08: 0.00 % LEA Level 2008-09: 77.50 % LEA Level 2009-10: 90.17 %

State Level 2009-10: 83.40 % Required Target: 75.06 % Met Target: Yes

5S1 Secondary Placement

Numerator: Number of 12th grade CTE concentrators who left secondary education during the reporting year and entered postsecondary education or advanced training, military service, or employment, as reported on a survey six months following graduation.

Denominator: Number of 12th grade CTE concentrators who left secondary education during the reporting year and responded to a follow-up survey.

LEA Level 2007-08: 99.73 % LEA Level 2008-09: 84.64 % LEA Level 2009-10: 76.77 %

State Level 2009-10: 80.56 % Required Target: 72.50 % Met Target: Yes

6S1 Non-traditional Participation

Numerator: Number of CTE participants from underrepresented gender groups who were enrolled in a program sequence that leads to employment in nontraditional fields.

Denominator: Number of all CTE participants enrolled in a program sequence that leads to employment in nontraditional fields.

LEA Level 2007-08: 39.20 % LEA Level 2008-09: 44.00 % LEA Level 2009-10: 46.36 %

State Level 2009-10: 23.50 % Required Target: 21.15 % Met Target: Yes

6S2 Non-traditional Completion

Numerator: Number of CTE concentrators from underrepresented gender groups enrolled in a capstone CTE course that leads to employment in a nontraditional field who received an 'A', 'B', or 'C' grade in the course, or received an industry-recognized certification, or passed an end of program assessment aligned with industry-recognized standards.

Denominator: Number of all CTE concentrators enrolled in a capstone CTE course that leads to employment in nontraditional fields.

LEA Level 2007-08: 31.32 % LEA Level 2008-09: 29.20 % LEA Level 2009-10: 32.68 %

State Level 2009-10: 18.50 % Required Target: 16.65 % Met Target: Yes

Section III - LEA Sign-off Section

Assessment of Career Technical Education Programs section is complete and ready for CDE review.

Section III - CDE Review and Sign-off Section

Section III - Section Approval

Section IV - Progress Report Toward Implementing The Local CTE Plan

The implementation of each LEA's local Career Technical Education (CTE) plan directly affects the implementation of the State CTE Plan. Through the five-year duration of Perkins IV, 2008-2013, LEAs will report on the progress they have made toward implementation of their local CTE plan. This progress report is an opportunity to reflect on the goals outlined in the local CTE plan as well as noting the successes and challenges that occurred during the previous school year.

Additionally, the LEA should set measurable CTE outcomes for the next school year based on the needs of the CTE students and programs offered by the LEA and the results of the core indicator data reported in Section III.

LEA personnel must respond to the following questions:

LEA Response

1. In the 2010-11 application (Section IV, question 3), the LEA identified at least three goals from the local CTE plan on which it would focus during the 2010-11 school year. What progress has the LEA made toward achieving those specific goals? How has the LEA improved, enhanced, or expanded CTE for students during 2010-11?

Goal 1: Develop a Career Technical Education (CTE) program within the District that is updated to Perkins requirements, State, and Industry standards.

Time was provided on sites through collaboration days that were held at CHS on Tuesday afternoons and BHS on Wednesday mornings. More work is needed to begin work on Common Core Standards and supporting core teachers' use of CTE examples in courses content.

At the last meeting of the year with CTE teachers and district coordinator a new needs lists was developed. Changes in the program were recommended by staff.

The district continues working with our community to develop a fully functioning advisory committee and opportunities for our students. The district has named Susan McKee, of Seville Construction Services as the chairperson for the next year 2011-12.

The district is using the 11 elements of high quality program. CTE staff has reviewed the form and used it to guide identifying our needs.

Goal 2: Develop small learning communities/academies/pathways on the comprehensive high school campuses to be implemented on a phase-in basis.

The district implemented the new Virtual Enterprise program in conjunction with Colton Redlands Yucaipa ROP (CRY-ROP) at BHS. Child Development program was moved from BHS to CHS along with the Careers in Education program.

CRY-ROP and the district hold quarterly meeting with all three districts and program meetings with individual district on a regular basis. The Virtual Enterprise programs at BHS and development of the new Biotechnology program for Grand Terrace HS, opening in 2012, have been part of the meeting.

Teacher had the opportunity to attend conferences and district provided staff development for all teachers in Explicit Direct Instruction and English Language Professional Development. Most CTE teachers have not been trained in ELPD, but will be given the opportunity in 2011-12.

Collaboration time to develop rigor and CAHSEE success strategies. BHS required CTE teachers to provide CAHSEE math and English support during APPI time.

BHS and CHS offer a full program of CTE courses during the school day with ROP courses included. This may be changing with layoffs in 2011-12 that might limit the number of offerings during the school day.

Counselors received more training on pathways in 2010-11.

Students continue to have the opportunity to visit industry partners like Kelly Aerospace in San Bernardino. Slover Mt. HS had student participate in two program with them in 2010-11. CHS Future Business Leaders and Key Club students have worked through the Kiwanis Organization to provide students learning opportunities.

Goal 5: Provide on and off campus opportunities for students to experience real-world connections between core curriculum and CTE pathways.

The district implemented the Exploratory Work Experience program in the 2010-11 school year. Students were able to work and learn in industry with no pay for short terms and earn credit. Opportunities we also provided with the assistance of Cal State San Bernardino's Psychology Club for students at Washington Alternative HS to participate in off campus learning experiences. Loma Linda University Medical School provided a few students through the Si Puente program and opportunity to work alongside researchers for 4 to 6 weeks.

BHS is working on developing a Future Business Leaders program and used 2010-11 as the planning year and developing student interest. CHS is moving from a club to CTSO organization in FBLA, if teachers are not cut. CHS was recognized for the over 200% growth in the FHA HERO CTSO. BHS SkillsUSA program was very successful with regional and state champions. CHS FHS-HERO and BHS Agriculture have regional and state officers for 2011-12.

Title II funding from the district have been used to pay for teacher release time. ASB and CTSO club funds have been used to support activities. FFA has also used Ag Incentive grants in the past. Sites were directed to look at EIA funding to supplement program needs, because they have underutilized those funds. All funding was reduced in the 2010-11 and has been cut for 2011-12 in our district.

2. During the 2010-11 school year, what opportunities were provided to teachers to ensure they were current with their own technical skills?

Release time was provided for teachers to attend professional development in the district or out of district. Desert Tech Prep provided teachers and counselors with a few opportunities to meet and share information on college and job skills developments. Attendance at CTSO activities provided teachers with the opportunity to learn new or different strategies being taught at other schools. SBCCD SB 70 grant activities were less in 2010-11 than previous years, due to a change in their grant staff. I have met with the new director and CJUSD will be more active in 2011-2012. CRY-ROP hosted four industry partner days to provide staff the opportunity to attend and meet with business partners. The Inland Coalition, Health Careers continues to meet and provide information on program and opportunities.

3. What process is used to annually evaluate the effectiveness of the CTE program and who is involved in the evaluation?

The evaluation is three fold. Educational Services staff looks at all program to review success rates and if students are graduating. Site staff discussed what changes are necessary for their school and develops their master schedule to reflect those changes. The 11 Elements of a highly qualified program was used by CTE coordinator and CTE staff to review and develop a new list of program needs.

ROP and district review programs and jointly plan changes that will provide students with the highest needed skills based on the Inland Empire's Employment outlook.

Programs are also reviewed by the Human Resources Division of the district for possible elimination based on ADA and state budgets. For 2011-12 the district has released 3 CTE teachers as part of the 72 certificated layoffs. There is a possibility take some of the staff may be returning in the fall, with new budget information.

4. Identify at least three measurable outcomes from the local CTE plan on which the LEA will focus in 2011-12.

Goal 3: Embed career information throughout the middle school and elementary campuses.

EO2: Develop middle school CTE courses to articulate with high school pathways. In 2010-11 Harris Middle School piloted a new course to provide students with a middle school course to explore Business, Finance and Information Technology pathway standards to assist students in learning about careers. Harris MS has applied for SB70 Middle Grade grant to fund future course development and integration activities with BHS.

EO3: Provide professional development to all teachers to implement career awareness within the curriculum. CTE teacher and the district advisory committee will develop lesson plans and materials for teachers to use on career awareness. SBCCD will also provide support for core academic teachers with materials.

EO4: Provide counselors resources and training to effectively support career and college awareness. CTE will be added to the monthly high school counselors meetings and CTE teachers will be given release time to discuss programs and provide information on placement recommendations. CTE staff had given this one of their highest areas of needs for 2011-12.

EO5: Provide off campus opportunities for students to experience real-world connections to careers. The district is working with community partners to provide students with real life learning experiences. The continued use of Exploratory Work Experience and field trips to local colleges and business will continue.

EO6: Provide opportunities for CTE teachers to visit elementary and middle school classrooms to discuss career options. The CTE teachers wanted to increase transportation and release time to take their CTSO students to middle schools and elementary schools to recruit and educate on the opportunities students will have in high school. This was the highest need identified by the teachers themselves.

EO7: Provide activities to educate parents and students about college and career opportunities at all grade levels. BHS will host for the entire district a Futures Night in October for all students and parents to attend on college and careers. Perkins funding will help with the costs of putting on this event. Over 50 colleges and employers have committed so far.

Section IV - CDE Review and Sign-off Section

Section IV - Section Approval

Section V - Sequence of Courses to Be Funded

This section is used to budget expenditures for each Pathway in an Industry Sector.

Add Program

Only those Pathways identified in an LEA's approved Local CTE Plan, or submitted in a revision to the Local Plan may be supported by Perkins IV funds.

Program Detail

Across Multiple Sectors
Across \$33,782.00
Education, Child Development & Family Services
Child Development \$5,500.00
Hospitality, Tourism & Recreation
Food Service and Hospitality \$27,811.00
Information Technology
Information Support and Services \$77,800.00
Marketing, Sales & Service
Entrepreneurship \$3,200.00
Public Services
Protective Services \$8,000.00
Transportation
Vehicle Maintenance, Service and Repair \$6,000.00
Overall Subtotal **\$162,093.00**

Section V - CDE Review and Sign-off Section

Section V - Section Approval

Section VI - Budget and Expenditure Schedule

Object Code	At Least 85% of the grant must be spent in these areas						Not to exceed 10% of total expenditure	Not to exceed 5% of total expenditure	Total
	(A) Instruction (Including Career Technical Student Organizations)	(B) Professional Development	(C) Curriculum Development	(D) Transportation and Child Care for Economically Disadvantaged Participants	(E) Special Populations Services	(F) Research Evaluation and Data Development	(G) Career and Academic Guidance and Counseling for Students Participating in CTE Programs	(H) Administration or Indirect Costs	
1000 Certificated Salaries	\$15,000.00	\$3,850.00	\$9,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$29,850.00
2000 Classified Salaries	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$260.00	\$0.00	\$0.00	\$260.00
3000 Employee Benefits	\$4,302.00	\$120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$400.00	\$0.00	\$4,822.00
4000 Books/Supplies	\$87,661.00	\$500.00	\$6,000.00	\$0.00	\$0.00	\$800.00	\$1,200.00	\$0.00	\$96,161.00
5000 Services/ Operating Expenses	\$15,700.00	\$5,100.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$2,600.00	\$2,600.00	\$31,000.00
6000 Capital Outlay	\$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$0.00
7000 Indirect Costs	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$0.00	\$0.00
Total	\$122,663.00	\$9,570.00	\$15,000.00	\$0.00	\$5,000.00	\$1,060.00	\$6,200.00	\$2,600.00	\$162,093.00

 Section VI - Section Approved

Section VII - Local CTE Plan Update

Applicants may update their local CTE plans annually, if necessary. This is a good time to review local CTE plan benchmarks and make adjustments to reflect progress or additions to the CTE program. This is particularly important if:

- New courses have been added to an existing program sequence.
- New sequences of courses have been developed for an existing industry sector.
- A new industry sector and the corresponding sequences of courses have been developed.

Section VII - LEA Sign-off Section

Local CTE Plan benchmarks are reviewed to reflect progress or additions to the CTE program.

Section VII - CDE Review and Sign-off Section

Section VII - Section Approved

Questions: Perkins Support Team | perkins@cde.ca.gov | 916-324-5706

California Department of Education

1430 N Street

Sacramento, CA 95814

[Web Policy](#)

BOARD AGENDA

REGULAR MEETING
July 21, 2011

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Mike Snellings, Assistant Superintendent, Educational Services Division
- SUBJECT:** Approval of Proposal from Pacific Hearing Services to Provide Audiological Services for Special Education, Deaf and Hard-of-Hearing Students (2011-12)
- GOAL:** Improved Student Performance
- STRATEGIC PLAN:** Strategy #5 – College and Career
- BACKGROUND:** The California Department of Education mandates that hearing aids worn by deaf and hard-of-hearing students be regularly monitored to ensure they are functioning properly. Pacific Hearing Services will perform otoscopic inspection of the ears, inspect earmolds for adequacy of fit, perform analysis of hearing aids (aided and unaided), and perform pure-tone audiometry.
- Pacific Hearing Services will prepare a written report for each pupil evaluated and submit a report to the District that will describe the evaluation results and make appropriate educational recommendations. Benefits to the District include appropriate monitoring of hearing aids for this special needs population ensuring optimal access to educational programs, training of staff that will monitor proper function of hearing aids, and compliance with Special Education law.
- BUDGET IMPLICATIONS:** General Fund Expenditure: \$2,265
- RECOMMENDATION:** That the Board approve the proposal from Pacific Hearing Services to provide audiological services for special education, deaf and hard-of-hearing students (2011-12).

Pacific Hearing Services

324 N. INDIAN HILL BLVD.
CLAREMONT, CA 91711
(909) 398-1294

June 1, 2011

9033 BASELINE RD., SUITE F
RANCHO CUCAMONGA, CA 91730
(909) 989-4800
FAX: (909) 989-4883

Barbara Fassenmyer
Colton Joint Unified School District
10435 Cedar Avenue
Bloomington, CA 92316

RE: Audiological Contract 2011-12

Dear Barbara,

Below is a proposal for audiological services for the 2011-12 school year. The rates for this year are the same as last year and are as follows:

- | | | |
|----|---|-----------|
| I. | Audiological Assessment | \$2265.00 |
| A. | Includes: Pure tone air/bone conduction, speech thresholds and discrimination, impedance test as needed, otoscopic inspection, check of hearing aids/amplification/earmolds (if applicable), aided thresholds (if applicable) | |
| B. | Report on each student in triplicate | |
| C. | Cost is \$755 per half-day visit, estimated 3 visits to accommodate up to 30 students | |

Total: \$2265.00

Should you have any questions, please do not hesitate to email me or contact me at the Rancho Cucamonga office listed above. Thank you!

Sincerely,


Rebecca S. Coming, M.A.
School Program Coordinator
Audiologist

Colton Joint Unified School District Consultant Request Proposal

Name of Consultant: Pacific Hearing Services

Billing Address: 270 E. 7th Street, Suite 1C, Upland, CA 91786

Contact Number: 909-981-7616

E-Mail:

Consultant Qualifications and Background: Audiologists licensed by the State of California. Audiologists have a clinical/educational background that emphasizes diagnostic testing, amplification technology, hearing science, and assistive device fitting. Consultant has mobile testing unit and has been contracted with various districts and SELPA's in San Bernardino County for 15 years.

Purpose:

Audiological services to assess and monitor hearing impaired students' hearing and hearing aids. The assessment includes pure tone air/bone conduction, speech thresholds and discrimination, impedance test as needed, otoscopic inspection, aided thresholds, electroacoustic analysis of hearing aids and/or amplification, and earmold check.

Needs: 1) to provide quality audiological and educational support services to students, families and the educational community in the Colton Joint Unified School District; 2) to encourage ongoing classroom participation for students with hearing impairments.

Strategies: 1) educating students on proper care of hearing aides and other devices; 2) supporting students with hearing impairments with suitable interventions and supports to be employed in their core curriculum.

Evaluation and Monitoring: Pacific Hearing Services will prepare a written report for each pupil evaluated and submit a report to the District that will describe the evaluation results and make appropriate educational recommendations. Benefits to the District include appropriate monitoring of hearing aids for this special needs population ensuring optimal access to educational programs, training of staff that will monitor proper function of hearing aids, and compliance with Special Education Law.

Budget:

A service fee of \$2,265 for the school year of 2011-2012, will be charged to Special Education funds to support the strategies described above.

BOARD AGENDA

REGULAR MEETING
July 21, 2011

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Mike Snellings, Assistant Superintendent, Educational Services Division
- SUBJECT:** Approval of Agreement with Jacqueline Solorzano, Auditory Verbal Therapist to Provide One-on-One Auditory Verbal Therapy to a Special Education Student (2011-12)
- GOAL:** Student Performance
- STRATEGIC PLAN:** Strategy #2 – Curriculum
- BACKGROUND:** A special education student requires one-on-one auditory verbal therapy to continue during the 2011-12 school year, as per the Individual Education Plan (IEP). The student has been receiving auditory verbal therapy for three years and requires continuing services to progress toward his goals.
- The services are necessary to provide this student with a Free Appropriate Public Education (FAPE). The IEP team has recommended auditory verbal therapy for two hours per week.
- BUDGET IMPLICATIONS:** General Fund Expenditure: \$7,600 (\$100 per hour, not to exceed 76 hours)
- RECOMMENDATION:** That the Board approve the agreement with Jacqueline Solorzano, Auditory Verbal Therapist to provide one-on-one auditory therapy to a special education student (2011-12), as presented.

Jacqueline Szoke Solorzano
18859 E Sierra Madre Ave
Glendora CA 91741
626-914-3147 home phone
636-643-0507 cell phone
jackiesolorzano@msn.com

Professional Statement

Having the professional experience, education, training, in addition to the personal experience of raising two very successful young adults with profound hearing losses become oral language learners which gives me the ability to be asset to any school district that I work for and gives me the ability and understanding to help parents through the path that they chosen for their child that has a hearing loss.

- Hold Masters Degree in Education and Bachelors Degree in Child Development.
- In the process of receiving a 2nd Bachelors degree in Communication Disorders.
- Specialized trainings in cochlear implants and helping children with hearing losses use listening and spoken language.
- Am a certified LSLs Auditory Verbal Therapist.
- Dedicated to enthusiastic and dynamic teaching as a means of creating and nurturing a lifelong love of knowledge in children.

Education, Honors, and Certifications

Degrees

Masters of Science Education
USC Los Angeles 2000

Bachelor of Science Child Development
California State University Fullerton 1999

Associate of Arts Liberal Arts
Orange Coast College Costa Mesa 1998

Honors

Working with Families Award

Top Senior Student

Phi Alpha Mu

President's Award

Dean's List

Certifications

LSLS Auditory Verbal Therapy

Credentials

Education Specialist Deaf/Hard of Hearing Level II expires 2013

Education Specialist Mild/Moderate expires 2010

Specialized Trainings

Professional Preparation in Cochlear Implants (PPCI), PPCI in an intensive program for professionals providing early intervention (0-5) and transition services for children with cochlear implants.

Learning to Listen Foundation, is an intensive program for professional in the process of becoming a certified LSLS Auditory Verbal Therapist.

John Tracy Clinic, teacher training program for teachers of the deaf/hard of hearing interested in becoming oral teachers of the deaf/hard of hearing.

Employment

Professional Development in Education

- **Private Practice**, Auditory Verbal Therapy, June 2005 to present, Glendora CA
- **SBCSS**, Oral teacher of deaf/hard of hearing, April 2006 to present, Rialto CA
- **Monrovia Unified School District**, Preschool Special Education Teacher, September 2003 to April 2006, Monrovia CA
- **LAUSD**, Oral teacher of deaf/hard of hearing, August 2001 to June 2003, Los Angeles CA

Professional Affiliations

Alexander Graham Bell Association for the Deaf/Hard of Hearing

Colton Joint Unified School District Consultant Request Proposal

Name of Consultant: Jacqueline Solorzano

Billing Address: 18859 E. Sierra Madre Ave., Glendora, CA 91741

Contact Number: 626-914-3147 (home) 626-643-0507 (cell)

E-Mail: Jackie_Solorzano@sbcss.k12.ca.us

Consultant Qualifications and Background:

Certified Auditory Verbal Therapist. Full time teacher of Deaf and Hard of Hearing students in SBCSS.

Purpose:

To provide Auditory Verbal Therapy to student #148119 per terms and conditions of IEP.

Needs:

Student is a 16 year old English Learner, with severe hearing loss for most of his life, and is just beginning to hear and needs this specialized therapy to learn how to understand the spoken language. This specialized therapy is necessary, per assessment, in order to provide him with a free and appropriate public education.

Strategies:

Auditory Verbal Therapy provided at the equivalent of two hours per week, 38 weeks for the 2011-12 school year, with the need for continued services beyond that time to be reevaluated by the IEP team.

Evaluation and Monitoring:

Evaluation and monitoring of his progress to be done by the IEP team.

Budget:

\$7,600 from special education funds to cover the 2011-12 school year. (Refer to the attached Consultant Services Agreement and accompanying documents.)

Colton Joint Unified School District CONSULTANT SERVICES

This agreement made and entered into this 21st day of July, 2011, by and between the Colton Joint Unified School District, hereinafter referred to as the "District" and Jacqueline Solorzano, hereinafter referred to as the "Consultant":
(Consultant - Company)

Site/Location: Bloomington High School

Date(s): 2011-12 School Year

Time(s) To be arranged, per IEP

Title: Auditory Verbal Therapy

Service(s) contracted for: Auditory Verbal Therapy for student #148119

Witnesseth:

Whereas, the District is in need of: an Auditory Verbal Therapist

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 76 hours (38 weeks x 2 hours per week) of therapy at \$100 per hour, for a **TOTAL COST of \$7,600.**

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, 2012, unless canceled prior to that time by one of the parties giving the other party at least a twenty-four (24) hour advance notice.

Jacqueline Solorzano
Consultant

55 227 55 09
Social Security Number

5/24/2011
Date

Board Approval Date

Authorized Signature

Date

D-13 12-9-99

Consultant Services

The Consultant Services Agreement form (D-13), is an agreement entered into between the Colton Joint Unified School District and a person/organization to perform services at a District site, such as: Performances, staff inservices, assemblies, lectures, etc.. **PRIOR BOARD AUTHORIZATION IS REQUIRED. **CHECK DEADLINE DATES FOR SUBMITTING BOARD AGENDA ITEMS.**

1. Complete the agreement. The total cost should include travel expenses and lodging if applicable. Travel and lodging must not be itemized.
2. Have the consultant sign and date the agreement, social security number is required.
3. For consultant services related to staff development, submit the Consultant Services Agreement (Form D-13), Consultant Services/Staff Development (Form D-148), Advance Payment Requisition (Form D-152) and a descriptive flyer/brochure to the Curriculum/Instruction Office.
4. For school assemblies/programs submit the Consultant Services Agreement (Form D-13), School Assemblies/Program Presentations (Form D-149), Advance Payment Requisition (Form D-152) and a descriptive flyer/brochure to the Curriculum/Instruction Office.
5. Minutes and/or certification is required if Special Projects or ASB funds are used to pay the consultant.
6. The Curriculum/Instruction Office will then submit your request to the Board of Education for approval.
7. Upon completion of services submit to the Accounts Payable Department the original invoice and the yellow copy of form D-152, acknowledging receipt of services/completion of contract.

**** PLAN AHEAD. Note Board meeting dates. The consultant contract must be signed and returned to the school in a timely manner, as it must accompany the appropriate forms submitted to the Curriculum/Instruction Office by the deadline dates set for Board Agenda items.**

BOARD AGENDA

**REGULAR MEETING
July 21, 2011**

CONSENT ITEM

- TO:** **Board of Education**
- PRESENTED BY:** Mike Snellings, Assistant Superintendent, Educational Services Division
- SUBJECT:** **Approval of the New Course Description for *Honors Math Analysis*,
Grades 10-12 (Beginning August 2011)**
- GOAL:** Improved Student Performance
- STRATEGIC PLAN:** Strategy #2 – Curriculum
- BACKGROUND:** This Course has been developed to provide our students with a UC approved curriculum to prepare students for success in AP Calculus BC. The rigor of the course will provide students with Trigonometry and Math Analysis Board approved curriculum and specific mathematical skills necessary for students to be successful in the AP Calculus BC course. California content standards for mathematical analysis, Trigonometry and Algebra II are the foundations for insuring rigor and student success.
- The course description was approved by the Secondary Curriculum Council on May 10, 2011. Textbooks have been purchased.
- BUDGET
IMPLICATIONS:** No impact to the General Fund
- RECOMMENDATION:** That the Board approve the new course description for *Honors Math Analysis*, Grades 10-12, (Beginning August 2011)

High School Course Description for Honors Math Analysis

Course Title: Honors Math Analysis

Curricular Area: Mathematics

Course Number: MTH461/462

Length: One year

Grade Level: 10-12

Prerequisites: Completed Algebra 1 and Geometry and passed Algebra 2 with a C or better

Meets a UC a-g Requirement: Pending

Meets NCAA Requirement: Pending

Meets High School Graduation Requirement for: Mathematics

Course Description

Honors Math Analysis is a year-long course consisting of math analysis, trigonometry, additional math analysis topics in preparation for BC calculus, and an introduction to differential calculus. The first semester will emphasize the study of functions and their transformations: linear, quadratic, rational, exponential, and logarithmic. The first semester will end with the development of the unit circle. The second semester will include trigonometric functions followed by the study of polar coordinates and graphs. We will then introduce the additional math analysis topics in preparation for BC calculus such as vectors, partial fractions, systems of inequalities, parametric equations, sequences and series, mathematical induction, and limits. The year will conclude with an introduction to Differential Calculus. This course is also designed to serve the needs of both college and career bound students.

Honors Math Analysis is designed to prepare a student to enter and be successful in AP Calculus BC. This course meets the same requirements as Math Analysis and Trigonometry but takes it to a deeper level by focusing on conceptual understanding in order to make connections, which is essential to be successful in advanced mathematics. In addition, during the second semester we transition to the enrichment topics beginning with vectors that are beyond the regular Math Analysis and Trigonometry courses.

Alignment: This course is aligned with California Mathematics Standards.

Instructional Materials

Required Textbook(s)

1. Blitzer, Robert, "Pre-Calculus", Pearson Prentice Hall 3d Edition, 2007, ISBN: 013195993X

Supplemental Materials

1. Instructor's Edition, ISBN: 0131880454
 2. Instructor's Solutions Manual, ISBN: 0131880373
 3. Larson, Hostetler, Edwards, "Calculus of a Single Variable", Houghton Mifflin, 8th Edition, 2006, ISBN: 0618503048

Web Sites

1. <http://mathispower4u.yolasite.com/>
 2. <http://patrickjmt.com/>

Software

1. Test Generator, ISBN: 0131880403

High School Course Description for Honors Math Analysis

Exit Criteria

<u>Activities</u>	<u>Percentage</u>
Homework/ Class work.....	30%
Tests/ Quizzes.....	50%
Final Examination.....	20%
Total:	100%

Development Team

This Course of Study was written in 2011 by Denise M. Tschida and Francisco Villegas.

Instructional Guides for Honors Math Analysis

First Semester

Week: 1-2: Functions and Their Graphs

Expectations, Motivation, Effort, Syllabus, Intervention

Lesson 1.2 – Basics of Function and Their Graphs

Mathematical Analysis 6.0 Students find the roots and poles of a rational function and can graph the function and locate its asymptotes.

Mathematical Analysis 7.0 Students demonstrate an understanding of functions and equations defined parametrically and can graph them.

Lesson 1.3 – More on Functions and Their Graphs

Mathematical Analysis 6.0 Students find the roots and poles of a rational function and can graph the function and locate its asymptotes.

Trigonometry 5.0 Students know the definitions of the tangent and cotangent functions and can graph them.

Trigonometry 6.0 Students know the definitions of the secant and cosecant functions and can graph them.

Trigonometry 8.0 Students know the definitions of the inverse trigonometric functions and can graph the functions.

Trigonometry 9.0 Students compute, by hand, the values of the trigonometric functions and the inverse trigonometric functions at various standard points.

Trigonometry 15.0 Students are familiar with polar coordinates. In particular, they can determine polar coordinates of a point given in rectangular coordinates and vice versa.

Trigonometry 16.0 Students represent equations given in rectangular coordinates in terms of polar coordinates.

Lesson 1.4 – Linear Functions and Slope

Mathematical Analysis 6.0 Students find the roots and poles of a rational function and can graph the function and locate its asymptotes.

Trigonometry 7.0 Students know that the tangent of the angle that a line makes with the x -axis is equal to the slope of the line.

Lesson 1.5 – More on Slope

Mathematical Analysis 8.0 Students are familiar with the notion of the limit of a sequence and the limit of a function as the independent variable approaches a number or infinity. They determine whether certain sequences converge or diverge.

Lesson 1.6 – Transformations of Functions

Mathematical Analysis 6.0 Students find the roots and poles of a rational function and can graph the function and locate its asymptotes.

Mathematical Analysis 7.0 Students demonstrate an understanding of functions and equations defined parametrically and can graph them.

Trigonometry 4.0 Students graph functions of the form $f(t) = A \sin(Bt + C)$ or $f(t) = A \cos(Bt + C)$ and interpret A , B , and C in terms of amplitude, frequency, period, and phase shift.

Lesson 1.7 – Combinations of Function; Composite Functions

Mathematical Analysis 6.0 Students find the roots and poles of a rational function and can graph the function and locate its asymptotes.

Instructional Guides for Honors Math Analysis

Lesson 1.8 – Inverse Functions

Mathematical Analysis 6.0 Students find the roots and poles of a rational function and can graph the function and locate its asymptotes.

Trigonometry 8.0 Students know the definitions of the inverse trigonometric functions and can graph the functions.

Lesson 1.9 – Distance and Midpoint Formulas: Circles

Mathematical Analysis 5.1 Students can take a quadratic equation in two variables; put it in standard form by completing the square and using rotations and translations, if necessary; determine what type of conic section the equation represents; and determine its geometric components (foci, asymptotes, and so forth).

Lesson 1.10 – Modeling with Functions

Mathematical Analysis 6.0 Students find the roots and poles of a rational function and can graph the function and locate its asymptotes.

Trigonometry 19.0 Students are adept at using trigonometry in a variety of applications and word problems.

Review and Assessment

Weeks 3-4: Polynomial and Rational Functions

Lesson 2.1 – Complex Numbers

Mathematical Analysis 2.0 Students are adept at the arithmetic of complex numbers. They can use the trigonometric form of complex numbers and understand that a function of a complex variable can be viewed as a function of two real variables. They know the proof of DeMoivre's theorem.

Lesson 2.2 – Quadratic Functions

Mathematical Analysis 2.0 Students are adept at the arithmetic of complex numbers. They can use the trigonometric form of complex numbers and understand that a function of a complex variable can be viewed as a function of two real variables. They know the proof of DeMoivre's theorem.

Trigonometry 4.0 Students graph functions of the form $f(t) = A \sin (Bt + C)$ or $f(t) = A \cos (Bt + C)$ and interpret A , B , and C in terms of amplitude, frequency, period, and phase shift.

Lesson 2.3 – Polynomial Functions and Their Graphs

Mathematical Analysis 6.0 Students find the roots and poles of a rational function and can graph the function and locate its asymptotes.

Trigonometry 5.0 Students know the definitions of the tangent and cotangent functions and can graph them.

Trigonometry 6.0 Students know the definitions of the secant and cosecant functions and can graph them.

Trigonometry 8.0 Students know the definitions of the inverse trigonometric functions and can graph the functions.

Trigonometry 9.0 Students compute, by hand, the values of the trigonometric functions and the inverse trigonometric functions at various standard points.

Trigonometry 15.0 Students are familiar with polar coordinates. In particular, they can determine polar coordinates of a point given in rectangular coordinates and vice versa.

Trigonometry 16.0 Students represent equations given in rectangular coordinates in terms of polar coordinates.

Instructional Guides for Honors Math Analysis

Lesson 2.4 – Dividing Polynomials: Remainder and Factor Theorems

Mathematical Analysis 6.0 Students find the roots and poles of a rational function and can graph the function and locate its asymptotes.

Lesson 2.5 – Zeros of Polynomial Functions

Mathematical Analysis 4.0 Students know the statement of, and can apply, the fundamental theorem of algebra.

Trigonometry 5.0 Students know the definitions of the tangent and cotangent functions and can graph them.

Trigonometry 6.0 Students know the definitions of the secant and cosecant functions and can graph them.

Trigonometry 8.0 Students know the definitions of the inverse trigonometric functions and can graph the functions.

Trigonometry 9.0 Students compute, by hand, the values of the trigonometric functions and the inverse trigonometric functions at various standard points.

Trigonometry 15.0 Students are familiar with polar coordinates. In particular, they can determine polar coordinates of a point given in rectangular coordinates and vice versa.

Trigonometry 16.0 Students represent equations given in rectangular coordinates in terms of polar coordinates.

Review and Assessment

Weeks 5-6: Polynomial and Rational Functions

Lesson 2.6 – Rational Functions and Their Graphs

Mathematical Analysis 6.0 Students find the roots and poles of a rational function and can graph the function and locate its asymptotes.

Trigonometry 5.0 Students know the definitions of the tangent and cotangent functions and can graph them.

Trigonometry 6.0 Students know the definitions of the secant and cosecant functions and can graph them.

Trigonometry 8.0 Students know the definitions of the inverse trigonometric functions and can graph the functions.

Trigonometry 9.0 Students compute, by hand, the values of the trigonometric functions and the inverse trigonometric functions at various standard points.

Trigonometry 15.0 Students are familiar with polar coordinates. In particular, they can determine polar coordinates of a point given in rectangular coordinates and vice versa.

Trigonometry 16.0 Students represent equations given in rectangular coordinates in terms of polar coordinates.

Lesson 2.7 – Polynomial Inequalities

Mathematical Analysis 6.0 Students find the roots and poles of a rational function and can graph the function and locate its asymptotes.

Review and Assessment

Weeks 7-9: Exponential and Logarithmic Functions

Lesson 3.1 – Exponential Functions

Mathematical Analysis 8.0 Students are familiar with the notion of the limit of a sequence and the limit of a function as the independent variable approaches a number or infinity. They determine whether certain sequences converge or diverge.

Instructional Guides for Honors Math Analysis

Trigonometry 5.0 Students know the definitions of the tangent and cotangent functions and can graph them.

Trigonometry 6.0 Students know the definitions of the secant and cosecant functions and can graph them.

Trigonometry 7.0 Students demonstrate an understanding of functions and equations defined parametrically and can graph them.

Trigonometry 8.0 Students know the definitions of the inverse trigonometric functions and can graph the functions.

Trigonometry Students compute, by hand, the values of the trigonometric functions and the inverse trigonometric functions at various standard points.

Trigonometry 15.0 Students are familiar with polar coordinates. In particular, they can determine polar coordinates of a point given in rectangular coordinates and vice versa.

Trigonometry 16.0 Students represent equations given in rectangular coordinates in terms of polar coordinates.

Lesson 3.2 – Logarithmic Functions

Mathematical Analysis 8.0 Students are familiar with the notion of the limit of a sequence and the limit of a function as the independent variable approaches a number or infinity. They determine whether certain sequences converge or diverge.

Trigonometry 5.0 Students know the definitions of the tangent and cotangent functions and can graph them.

Trigonometry 6.0 Students know the definitions of the secant and cosecant functions and can graph them.

Trigonometry 7.0 Students demonstrate an understanding of functions and equations defined parametrically and can graph them.

Trigonometry 8.0 Students know the definitions of the inverse trigonometric functions and can graph the functions.

Trigonometry 9.0 Students compute, by hand, the values of the trigonometric functions and the inverse trigonometric functions at various standard points.

Trigonometry 15.0 Students are familiar with polar coordinates. In particular, they can determine polar coordinates of a point given in rectangular coordinates and vice versa.

Trigonometry 16.0 Students represent equations given in rectangular coordinates in terms of polar coordinates.

Lesson 3.3 – Properties of Logarithms

Mathematical Analysis 8.0 Students are familiar with the notion of the limit of a sequence and the limit of a function as the independent variable approaches a number or infinity. They determine whether certain sequences converge or diverge.

Review and Assessment

Lesson 3.4 – Exponential and Logarithmic Equations

Mathematical Analysis 8.0 Students are familiar with the notion of the limit of a sequence and the limit of a function as the independent variable approaches a number or infinity. They determine whether certain sequences converge or diverge.

Lesson 3.5 – Exponential Growth and Decay: Modeling Data

Mathematical Analysis 8.0 Students are familiar with the notion of the limit of a sequence and the limit of a function as the independent variable approaches a number or infinity. They determine whether certain sequences converge or diverge.

Instructional Guides for Honors Math Analysis

Trigonometry 19.0 Students are adept at using trigonometry in a variety of applications and word problems.

Review and Assessment

Weeks 10-12: Unit Circle

Lesson 4.1 – Angles and Radian Measure

Trigonometry 1.0 Students understand the notion of angle and how to measure it, in both degrees and radians. They can convert between degrees and radians.

Lesson 4.2 – Trigonometric Functions: The Unit Circle

Trigonometry 2.0 Students know the definition of sine and cosine as y - and x -coordinates of points on the unit circle and are familiar with the graphs of the sine and cosine functions.

Lesson 4.3 – Right Triangle Trigonometry

Trigonometry 2.0 Students know the definition of sine and cosine as y - and x -coordinates of points on the unit circle and are familiar with the graphs of the sine and cosine functions.

Trigonometry 3.0 Students know the identity $\cos^2(x) + \sin^2(x) = 1$

Trigonometry 12.0 Students use trigonometry to determine unknown sides or angles in right triangles.

Lesson 4.4 – Trigonometric Functions of Any Angle

Trigonometry 2.0 Students know the definition of sine and cosine as y - and x -coordinates of points on the unit circle and are familiar with the graphs of the sine and cosine functions.

Trigonometry 5.0 Students know the definitions of the tangent and cotangent functions and can graph them.

Trigonometry 6.0 Students know the definitions of the secant and cosecant functions and can graph them.

Review and Assessment

Weeks 13-15: Trigonometric Functions

Lesson 4.5 – Graphs of Sine and Cosine Functions

Trigonometry 2.0 Students know the definition of sine and cosine as y - and x -coordinates of points on the unit circle and are familiar with the graphs of the sine and cosine functions.

Trigonometry 4.0 Students graph functions of the form $f(t) = A \sin(Bt + C)$ or $f(t) = A \cos(Bt + C)$ and interpret A , B , and C in terms of amplitude, frequency, period, and phase shift.

Lesson 4.6 – Graphs of Other Trigonometric Functions

Trigonometry 4.0 Students graph functions of the form $f(t) = A \sin(Bt + C)$ or $f(t) = A \cos(Bt + C)$ and interpret A , B , and C in terms of amplitude, frequency, period, and phase shift.

Trigonometry 5.0 Students know the definitions of the tangent and cotangent functions and can graph them.

6.0 Students know the definitions of the secant and cosecant functions and can graph them.

Instructional Guides for Honors Math Analysis

Lesson 4.7 – Inverse Trigonometric Functions

Trigonometry 8.0 Students know the definitions of the inverse trigonometric functions and can graph the functions.

Trigonometry 9.0 Students compute, by hand, the values of the trigonometric functions and the inverse trigonometric functions at various standard points.

Lesson 4.8 – Application of Trigonometric Functions

Trigonometry 4.0 Students graph functions of the form $f(t) = A \sin(Bt + C)$ or $f(t) = A \cos(Bt + C)$ and interpret A , B , and C in terms of amplitude, frequency, period, and phase shift.

Trigonometry 12.0 Students use trigonometry to determine unknown sides or angles in right triangles.

Trigonometry 19.0 Students are adept at using trigonometry in a variety of applications and word problems.

Review and Assessment

Weeks 16-17: Analytic Trigonometry

Lesson 5.1 – Verifying Trigonometric Identities

Trigonometry 3.0 Students know the identity $\cos^2(x) + \sin^2(x) = 1$

Lesson 5.2 – Sum and Difference Formulas

Trigonometry 10.0 Students demonstrate an understanding of the addition formulas for sines and cosines and their proofs and can use those formulas to prove and/or simplify other trigonometric identities.

Lesson 5.3 – Double-Angle, Power-Reducing, and Half-Angle Formulas

Trigonometry 11.0 Students demonstrate an understanding of half-angle and double-angle formulas for sines and cosines and can use those formulas to prove and/or simplify other trigonometric identities.

Review and Assessment

Week 18: Semester Final Examinations

Review and Semester Final Examinations

Second Semester

Weeks 1-2: Analytic Trigonometry

Lesson 5.4 – Product-to-Sum and Sum-to-Product Formulas

Trigonometry 10.0 Students demonstrate an understanding of the addition formulas for sines and cosines and their proofs and can use those formulas to prove and/or simplify other trigonometric identities.

Lesson 5.5 – Trigonometric Equations

Trigonometry 19.0 Students are adept at using trigonometry in a variety of applications and word problems.

Review and Assessment

Weeks 3-5: Additional Topics in Trigonometry

Instructional Guides for Honors Math Analysis

Lesson 6.1 – The Law of Sines

Trigonometry 13.0 Students know the law of sines and the law of cosines and apply those laws to solve problems.

Trigonometry 14.0 Students determine the area of a triangle, given one angle and the two adjacent sides.

Trigonometry 19.0 Students are adept at using trigonometry in a variety of applications and word problems.

Lesson 6.2 – The Law of Cosines

Trigonometry 13.0 Students know the law of sines and the law of cosines and apply those laws to solve problems.

Trigonometry 19.0 Students are adept at using trigonometry in a variety of applications and word problems.

Lesson 6.3 – Polar Coordinates

Mathematical Analysis 1.0 Students are familiar with, and can apply, polar coordinates and vectors in the plane. In particular, they can translate between polar and rectangular coordinates and can interpret polar coordinates and vectors graphically.

Trigonometry 15.0 Students are familiar with polar coordinates. In particular, they can determine polar coordinates of a point given in rectangular coordinates and vice versa.

Trigonometry 16.0 Students represent equations given in rectangular coordinates in terms of polar coordinates.

Lesson 6.4 – Graphs of Polar Equations

Mathematical Analysis 1.0 Students are familiar with, and can apply, polar coordinates and vectors in the plane. In particular, they can translate between polar and rectangular coordinates and can interpret polar coordinates and vectors graphically.

Review and Assessment

Weeks 6-7: Miscellaneous Topics

Lesson 6.6 – Vectors

Mathematical Analysis 1.0 Students are familiar with, and can apply, polar coordinates and vectors in the plane. In particular, they can translate between polar and rectangular coordinates and can interpret polar coordinates and vectors graphically.

Lesson 7.3 – Partial Fractions

Mathematical Analysis 7.0 Students demonstrate an understanding of functions and equations defined parametrically and can graph them.

Lesson 7.5 - Systems of Inequalities

Mathematical Analysis 3.0 Students can give proofs of various formulas by using the technique of mathematical induction.

Mathematical Analysis 8.0 Students are familiar with the notion of the limit of a sequence and the limit of a function as the independent variable approaches a number or infinity. They determine whether certain sequences converge or diverge.

Review and Assessment

Weeks 8-10: Miscellaneous Topics

Lesson 9.5 – Parametric Equations

Mathematical Analysis 7.0 Students demonstrate an understanding of functions and equations defined parametrically and can graph them.

Instructional Guides for Honors Math Analysis

Lesson 10.3 – Geometric Sequences and Series

Mathematical Analysis 8.0 Students are familiar with the notion of the limit of a sequence and the limit of a function as the independent variable approaches a number or infinity. They determine whether certain sequences converge or diverge.

Lesson 10.4 – Mathematical Induction

Mathematical Analysis 3.0 Students can give proofs of various formulas by using the technique of mathematical induction.

Review and Assessment

Week 11-12: Introduction to Calculus

Lesson 11.1 – Finding Limits Using Tables and Graphs

Mathematical Analysis 8.0 Students are familiar with the notion of the limit of a sequence and the limit of a function as the independent variable approaches a number or infinity. They determine whether certain sequences converge or diverge.

Lesson 11.2 – Finding Limits Using Properties of Limits

Mathematical Analysis 8.0 Students are familiar with the notion of the limit of a sequence and the limit of a function as the independent variable approaches a number or infinity. They determine whether certain sequences converge or diverge.

Lesson 1.3 – Finding Limits: Properties of Limits

Mathematical Analysis 8.0 Students are familiar with the notion of the limit of a sequence and the limit of a function as the independent variable approaches a number or infinity. They determine whether certain sequences converge or diverge.

Lesson 11.3 – Limits and Continuity

Mathematical Analysis 8.0 Students are familiar with the notion of the limit of a sequence and the limit of a function as the independent variable approaches a number or infinity. They determine whether certain sequences converge or diverge.

Review and Assessment

Week 13-15: More on Limits

Lesson 1.4 – Limits and Continuity

Mathematical Analysis 8.0 Students are familiar with the notion of the limit of a sequence and the limit of a function as the independent variable approaches a number or infinity. They determine whether certain sequences converge or diverge.

Lesson 1.5 – Infinite Limits

Mathematical Analysis 8.0 Students are familiar with the notion of the limit of a sequence and the limit of a function as the independent variable approaches a number or infinity. They determine whether certain sequences converge or diverge.

Lesson 3.5 – Limits at Infinity

Mathematical Analysis 8.0 Students are familiar with the notion of the limit of a sequence and the limit of a function as the independent variable approaches a number or infinity. They determine whether certain sequences converge or diverge.

Lesson 11.4 – Introduction to Derivatives

Mathematical Analysis 8.0 Students are familiar with the notion of the limit of a sequence and the limit of a function as the independent variable approaches a number or infinity. They determine whether certain sequences converge or diverge.

Review and Assessment

Instructional Guides for Honors Math Analysis

Week 16-18: Introduction to Derivatives

Lesson 2.2 – Constant and Power Rule

Calculus 5.0 Students know the chain rule and its proof and applications to the calculation of the derivative of a variety of composite functions.

Lesson 2.3 – Product and Quotient Rule and Higher Power Rule

Calculus 5.0 Students know the chain rule and its proof and applications to the calculation of the derivative of a variety of composite functions.

Prep for 7.0 Students compute derivatives of higher orders.

Lesson 2.4 – Chain Rule

Calculus 5.0 Students know the chain rule and its proof and applications to the calculation of the derivative of a variety of composite functions.

Lesson 2.5 – Implicit Differentiation

Calculus 6.0 Students find the derivatives of parametrically defined functions and use implicit differentiation in a wide variety of problems in physics, chemistry, economics, and so forth.

Review and Assessment

Weeks 19: Final Examinations

Review and Semester Final Examinations

Learning Experiences and Instruction

This course will be taught using a variety of instructional methods. Students will be taught directly via an auditory and visual approach through lecture and note-taking. Indirect instruction via an auditory and visual approach will be presented through the use of multimedia presentations as well as technological presentations. Teachers will use technology and manipulatives to assist students who require a more kinesthetic teaching approach for success. Students will be given homework and projects so they can work at home independently. Students will not only be expected to work individually, but cooperatively as well.

Technology Integration to Advance Instruction and Student Comprehension:

- Calculators will be used when appropriate to advance understanding and ease calculations.
- Lessons may be presented using Inter-write technology.
- Teacher may integrate relevant videos from You Tube and other sources by lesson as available.

Instructional Guides for Honors Math Analysis

Support for English Language Learners:

Extra time or modified versions of assignments will be given. The District will provide a language assistant. Additional strategies will be developed through the Response to Intervention plans –such as:

- SDAIE strategies
- Texts/materials in first language.
- Flexible grouping
- Structured engagement
- Peer pairing
- Academic vocabulary development
- Realia

Support for Special Education Students:

Extra time or modified versions of assignments will be given. The District will provide an instructional assistant. Additional strategies will be developed through the Individual Education Plan process – such as:

- Realia
- Texts/materials in first language
- SDAIE strategies
- Flexible grouping
- Peer pairing
- Audio & visual aids
- Individualized academic instruction
- Modified assignments
- Modified texts
- Testing accommodations
- Tutoring (peer & teacher)

Stretching the Lesson for GATE Students:

Differentiated curriculum will be provided to challenge the student and provide the student with opportunities to develop their identified talent. Teachers will use a variety of the following:

- Independent study supplemented with mentoring/tutoring
- Compacting
- Acceleration
- Depth & Complexity icons
- Modified texts
- Modified assignments
- Flexible grouping
- Inquiry-based Learning
- Enriched materials and learning experiences

BOARD AGENDA

**REGULAR MEETING
July 21, 2011**

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Mike Snellings, Assistant Superintendent, Educational Services Division
- SUBJECT:** **Approval of the Revised Course Description and Approval of the Textbooks and Ancillary and Supplemental Instructional Materials for *Hospitality and the Food and Beverage Industry*, Grades 11-12 (Beginning August 2011)**
- GOAL:** Improved Student Performance
- STRATEGIC PLAN:** Strategy #2 – Curriculum
- BACKGROUND:** This course has been developed to provide students interested and continuing their education in the high occupation areas such as Event Management, Hospitality and Hotel Management, available in San Bernardino and Riverside County. Students in this class will have hands-on, lab experiences that emphasize industry awareness, sanitation and safe food handling, food and beverage production and service, nutrition, food service management, and customer service.
- Final approval was made by the Secondary Curriculum Council on April 12, 2011.
- Hospitality Services Food and Lodging, 2nd Edition**
Goodheart-Willcox Company, Inc. © 2010
- BUDGET**
- IMPLICATIONS:** Perkins Fund Expenditure: \$2,900
- RECOMMENDATION:** The Board approve the revised course descriptions and Approval of the Textbooks and Ancillary and Supplemental Instructional Materials for *Hospitality and the Food and Beverage Industry*, Grades 11-12 (Beginning August 2011)

Course Description for **Hospitality and the Food and Beverage Industry**

Course Title: Hospitality and the Food and Beverage Industry

Curricular Area: Career Technical Education

Course Number:

Length: One Semester

Grade Level: 11 - 12

Prerequisites: None, but Foods and Nutrition is strongly recommended

Meets a UC a-g Requirement: No

Meets NCAA Requirement: No

Meets High School Graduation Requirement for:
Elective

Course Description

This course is for students who are interested in pursuing a career in Food Service and Hospitality. Focus is on key aspects of the industry. Students in this class will have hands-on, lab experiences that emphasize industry awareness, sanitation and safe food handling, food and beverage production and service, nutrition, food service management, and customer service.

Alignment

This course is aligned to the Home Economics Careers and Technology standards for Food and Nutrition. It is a concentration class for those who are in the Hospitality Career Path. Career technical standards for Food Service and Hospitality, from the Hospitality, Tourism, and Recreation Industry Sector are also included in this class.

Instructional Materials:

Required Textbook(s)

1. Hospitality Services, Food and Lodging: Johnny Sue Reynolds, Goodheart-Willcox Company, Inc. 2010

Supplemental Materials

2. Hospitality Services Food and Lodging Student Workbook, Linda G. Smock, 2010
3. Guide to Good Food: Largen Bence, Goodheart-Willcox Co., Inc. 2008

Exit Criteria

To successfully complete this course, students will be required to complete classwork, assignments, projects, research, and demonstrations, and other work assigned by the teacher.

Development Team

This Course of Study was created in 2010 by Kathleen Dickerson

Course Description for **Hospitality and the Food and Beverage Industry**

Foundation Standards

Communications 2.2 Writing Strategies and Applications (grades eleven and twelve) 1.6: Develop presentations by using clear research questions and creative and critical research strategies (e.g., field studies, oral histories, interviews, experiments, electronic sources).

Problem Solving and Critical Thinking 5.1: Apply appropriate problem-solving strategies and critical thinking skills to work-related issues and tasks.

Health and Safety 6.1: Know the policies, procedures, and regulations regarding health and safety in the workplace, including employers' and employees' responsibilities.

Leadership and Teamwork 9.3: Understand how to organize and structure work individually and in teams for effective performance and attainment of goals.

Technical Knowledge and Skills 10.2: Understand the basic principles of food safety and sanitation and the proper techniques for preparing and serving food.

Technical Knowledge and Skills 10.7: Understand how to select, safely use, and efficiently care for facilities and equipment related to food product development, food preparation, dining, lodging, tourism, and recreation.

Unit Guide for **Hospitality and the Food and Beverage Industry**

First Quarter

Unit 1: Introduction to Hospitality

Chapter 1: The World of Hospitality

Weeks 1 and 2

1. Size and Economic Impact of Hospitality
2. Diversity and Complexity
3. The Role of Travel
4. Business Structures
5. Professional Associations

Standards: CTE Standard B1.0: Students understand major aspects of the food service and hospitality industry and the role of the industry in local, state, national, and global economies:

B1.1: Know how the various segments of the industry contribute to local, state, national, and international economies.

B1.3: Understand the relationship between industry trends and local, state, national, and international economics trends.

B1.4: Distinguish core elements of the food service and hospitality industry from various supporting industries.

CTE Standard C2.0: Students understand the basic elements of workforce and organizational management, including the roles and responsibilities of effective management and employees in the industry:

C2.2: Understand how the mission and goals of a business affect operations in the hospitality tourism, and recreation industry.

CFS Standard HTR – F2: Standard 39: Personal, Interpersonal, and Communication Skills

Students understand the principles of effective oral, written, and multimedia communication in a variety of formats and contexts.

39.2: Exhibit positive attitudes such as self-confidence, honesty, perseverance, initiative, and self-discipline.

39.3: explain ways to work cooperatively, share responsibilities, accept supervision, and assume leadership roles.

39. 4: Describe effective working relationships across age, gender, and cultural groups.

39. 5: Assess and practice effective nonverbal, oral, and written communication skills appropriate for various relationships and situations.

39.6: Design and evaluate a plan to strengthen personal and interpersonal skills, including understanding the distinguishing qualities of effective leaders.

Unit/Lesson/Sections/Chapters:

Unit 1: Introduction to Hospitality

Chapter 1: The World of Hospitality

Chapter 2: Service: The Heart of Hospitality

Week 3

1. Customers and Customers' Needs
2. Satisfying Customer Needs
3. Hospitality Employees
4. Critical Moments
5. Customer Relations Techniques

Unit Guide for **Hospitality and the Food and Beverage Industry**

Standards: Standard CTE C3.0: Students understand and apply the knowledge and skills essential for effective guest services in the hospitality, tourism, and recreation industry sector:

C3.1 Understand the importance of guest services to the success of the industry.

C3.2: Understand the importance of exceptional guest service.

C3.3: Anticipate the needs, desires, and interests of guest in order to exceed their expectations.

C3.4: Understand the roles of management and employees in effectively meeting the needs of culturally and generationally diverse guests.

C3.5: Interact with guests in a positive, responsive, and professional manner.

CFS Standard HTR – F3: Standard 40: Career Awareness, Planning and Management

B. Employability

40.5: Define and describe employability skills and professionalism

40.6: Describe the expectations of employers, job-related responsibilities, positive work habits, work ethics, and ethical behavior.

40.7: Evaluate dress, grooming, and personal hygiene appropriate for various job situations.

40.8: Analyze skills needed to work effectively and efficiently as a supervisor or employee.

40.9: Describe and practice behaviors and attitudes that contribute to success in job retention and promotion.

40.10: Define ways in which employees may have to adapt to changes in the workplace.

Unit/Lesson/Sections/Chapters:

Unit 1: Introduction to Hospitality

Chapter 2: Service: The Heart of Hospitality

Chapter 3: Hospitality, Past, Present, and Future

Week 4

Standards: Standard B1.0: Students understand major aspects of the food service and hospitality industry and the role of the industry in local, state, national, and global economies:

B1.1: Know how the various segments of the industry contribute to local, state, national, and international economies.

B1.3: Understand the relationship between industry trends and local, state, national, and international economics trends.

B1.4: Distinguish core elements of the food service and hospitality industry from various supporting industries.

Unit 2: The Food and Beverage Industry

Chapter 4: The World of Food and Beverages

Weeks 5 – 6

1. Types of Foodservice Business

2. Institutional Foodservice

3. Foodservice within a Consumer Business

4. Functions in Foodservice

5. Restaurant Concepts

6. Customer Feedback

Standards: CTE Standard B4.0: Students understand the basics of food service and hospitality management:

Unit Guide for **Hospitality and the Food and Beverage Industry**

B4.1: Analyze the relationship of effective management and business procedures to important outcomes, such as profitability, productivity, workplace atmosphere, consumer and guest satisfaction, and business growth.

B4. 3: Understand the differences in goals and organizational management of various food service businesses.

CTE Standard B5.0: Students understand the basics of systems operations and the importance of maintaining facilities, equipment, tools, and supplies:

B5.1: Understand how various departments in a food service facility contribute to the economic success of a business.

CTE Standard B12. 0: Students understand the fundamentals of successful sales and marketing methods:

B12.1: Understand basic marketing principles for maximizing revenue based on supply and demand.

B12.2: Know the major market segments of the industry and understand how marketing principles and procedures can be applied to target audiences.

B12.3: Understand the various types of entrepreneurial opportunities in the food service industry.

B12.5: Know methods to develop and maintain long-term customer relations.

Unit/Lesson/Sections/Chapters:

Unit 2: The Food Service Industry

Chapter 4: The World of Food and Beverage

Chapter 9: Food Safety and Sanitation

Weeks 7 – 8

1. Sources of Foodborne Illness
2. Preventing Foodborne Illness
3. Government Regulations
4. HACCP

Standards: CTE Standard B2.0: Students understand the basics of safe work habits, security, and emergency procedures required in food service and hospitality establishments:

B2.1: Understand the basic procedures for the safety of employees and guests, including the procedures for emergency situations.

B2.2: Understand the role of the California Occupational Safety and Health Administration in regulating practices in the food service and hospitality industry.

B2.3: Know the causes, prevention, and treatment of common accidents and the reporting procedures involved.

B2. 4: Know the purpose of and information in material safety data sheets.

CTE Standard B3.0: Students understand the basic principles of sanitation and safe food handling:

B3.1: Understand basic local, state, and federal sanitation regulations as they pertain to food production and service.

B3.2: Know the standards of personal grooming and hygiene required by local, state, and federal health and safety codes.

B3.3: Understand safe and sanitary procedures in all food handling, including food receiving, storage, production, service, and cleanup.

B3.4: Know types of food contamination, the potential causes, including cross-contamination, and methods of prevention.

B3.5: Know the essential principles of Hazard Analysis Critical Control Points, including the use of flowcharts.

Unit Guide for **Hospitality and the Food and Beverage Industry**

B3.6: Understand the purpose of and the process of required certification (e.g., ServSafe).

Unit/Lesson/Sections/Chapters:

Unit 2: The Food and Beverage Industry

Chapter 9: Food Safety and Sanitation

Second Quarter

Chapter 5: Food Preparation and Service

Weeks 9 – 12

1. The Menu
2. Food Production
3. Presentation
4. Serving

Standards: CTE Standard B6.0: Students understand and apply the basics of food preparation in professional and institutional kitchens:

B6.1: Know the qualities and properties of food items and ingredients used in food preparation.

B6.2: Use, maintain, and store the tools, utensils, equipment, and appliances appropriate for preparing a variety of food items.

B6.3: Know the principle of *mise en place*, including the placement and order of use of ingredients, tools, and supplies.

B6.4: Prepare food by using the correct techniques and procedures specified in recipes and formulas.

B6.5: Use plating techniques, including accurate portioning and aesthetic presentation skills.

B6.6: Plan and follow a food production schedule, including timing and prioritizing of tasks and activities.

CTE Standard B7.0: Students understand and apply the basics of baking, pastry, and dessert preparation in professional and institutional kitchens:

B7.1: Know the qualities and properties of food items and ingredients used for baked goods, pastries, and desserts.

B7.2: Use, maintain, and store the tools, utensils, equipment, and appliances appropriate for preparing serving, and storing baked goods, pastries, and desserts.

B7.3: Know the principle of *mise en place*, including the placement and order of use of the ingredients, tools, and supplies needed to produce baked goods, pastries, and deserts.

B7. 4: Produce baked goods, pastries, and desserts by using correct techniques, procedures, and various finishing techniques.

CTE Standard B10.9: Students understand and apply basic nutritional concepts in meal planning and food preparation:

B10.1: Understand basic nutritional principles and know how to use food preparation techniques that conserve nutrients.

B10.2: Interpret nutritional or ingredient information from food labels and fact sheets and analyze menu items to meet the dietary need of individuals.

B10.3: Understand the process for creating nutritious, creative, and profitable menus in accord with availability and demand.

Unit Guide for **Hospitality and the Food and Beverage Industry**

Unit/Lesson/Sections/Chapters:

Unit 2: The Food and Beverage Industry

Chapter 5: Food Preparation and Service

Unit 3: Organization and Management of Food Service

Chapter 6: Front-and Back-of the House

Weeks 13 and 14

1. General Manager
2. Front-of-the-House Functions
3. Front-of-the-House Staff
4. Back-of-the-House Functions
5. Back-of-the-House Staff

Standards: CTE Standard B4.0: Students understand the basics of food service and hospitality management:

B4.1: Analyze the relationship of effective management and business procedures to important outcomes, such as profitability, productivity, workplace atmosphere, consumer and guest satisfaction, and business growth.

B4.2: Understand and interpret business plans.

B4.3: Understand the differences in goals and organizational management of various food service businesses.

B4.4: Understand the importance of specific human resource practices and procedures that address workplace diversity, harassment, personal safety, and discrimination.

B4.5: Know the responsibilities of management, such as ensuring safe work practices and conditions and complying with important laws and regulations that affect employment (e.g. wage and hour laws, tenant status, and accommodation of minors).

CTE Standard B9.0: Students understand and apply the basic procedures and skills needed for food and beverage service:

B9.1: Understand the concept of *mise en place* in relation to food and beverage service.

B9.2: Understand the required duties of various positions, including those of the host/hostess, wait staff, bus person, and others related to opening, closing, change-of-shift, and preparatory work.

B9.3: Use safe, efficient, and proper procedures for setting, serving, maintaining, and busing tables.

B9.4: Use proper techniques for customer service, including greeting, seating, presenting and explaining menu items, and taking customer orders.

B9.5: Use appropriate, effective, and efficient techniques for writing food and beverage orders, relaying orders to the kitchen, coordinating and assembling food orders, preparing and presenting checks to customers, and processing payments.

Unit/Lesson/Sections/Chapters:

Unit 3: Organization and Management of Food Service

Chapter 6: Front-and Back-of-the-House

Chapter 7: Hotel Food and Beverage Services

Weeks 15 and 16

1. Organization
2. Banquet Department
3. Banquet Service
4. Room Service

Unit Guide for **Hospitality and the Food and Beverage Industry**

5. Beverage Department

Standards: CTE Standard B8.0: Students understand and apply the knowledge and skills essential for effective customer service:

B8.1: Understand the importance of customer service to the success of the food service establishment.

B8.2: Understand the concept of exceptional customer service and know ways to anticipating the needs and desires of customers to exceed their expectations.

B8.5: Interact with customers in a positive responsive, and professional manner.

CTE Standard B9.0: Students understand and apply the basic procedures and skills needed for food and beverage service:

B9.5: Use appropriate, effective, and efficient techniques for writing food and beverage orders, relaying orders to the kitchen, coordinating and assembling food orders, preparing and presenting checks to customers, and processing payments.

CTE Standard C4.0: Students understand successful sales and marketing methods:

C4.2: Analyze marketing strategies, including promotional selling and upgrading, and their effect on profits.

C4.4: Analyze the way in which basic marketing principles and procedures can be applied to targeting an audience.

CTE Standards C11.0: Students understand and apply the fundamentals of planning events for a diverse clientele:

C11.1: Understand the purposes and target audiences of various venues.

C11.2: Plan special events (e.g., meetings, trade shows, fairs, conferences) based on specific themes, budgets, agendas, space and security needs, and itineraries.

C11. 3: Know how to establish business relationships with a variety of locations, food suppliers, and other vendors.

C11.5: Know procedures for setting up facilities, equipment, and supplies for a meeting.

Unit/Lesson/Sections/Chapters:

Unit 3: Organization and Management of Food Service

Chapter 7: Hotel Food and Beverage Services

Chapter 8: Purchasing and Receiving

Weeks 17 – 18

1. Staff
2. Purchasing
3. Receiving
4. Storage
5. Inventory
6. Relationships with Suppliers

Standards: CTE Standard B11.0: Students understand and apply the basic processes of costing and cost analysis in food and beverage production and service:

B11.1: Understand the importance and structure of standardized systems, such as the Uniform System of Accounts for Restaurants.

B11.2: Know the components of a profit-and-loss statement.

Unit Guide for **Hospitality and the Food and Beverage Industry**

B11.3: Understand the importance of the menu as the primary source of revenue generation and cost control.

B11.4: Calculate recipe costs and pricing per portion and compare the cost per cover to the theoretical cost.

B11.5: Understand the customer's perception of value and its relationship to profit and loss.

CTE Standard B3.0: Students understand the basic principles of sanitation and safe food handling:

B3.3: Understand safe and sanitary procedures in all food handling, including food receiving, storage, production, service, and cleanup.

Unit/Lesson/Sections/Chapters:

Unit 3: Organization and Management of Food Service

Chapter 8: Purchasing and Receiving

Final Exam

UNIT I: Introduction to Hospitality

Length: Weeks 1 - 4

Chapter 1: The World of Hospitality

Content Standards Covered:

CTE Standard B1.0: Students understand major aspects of the food service and hospitality industry and the role of the industry in local, state, national, and global economies:

B1.1

B1.3

B1.4

Standard C2.0: Students understand the basic elements of workforce and organizational management, including the roles and responsibilities of effective management and employees in the industry:

C2.2

CFS Standard HTR – F2: Standard 39: Personal, Interpersonal, and Communication Skills

Students understand the principles of effective oral, written, and multimedia communication in a variety of formats and contexts.

39.2

39.3

39.4

39.5

39.6

Identified Desired Knowledge and Skills:

Upon completion of this chapter the student will be able to:

- Explain why hospitality is important to the economy
- Describe the diversity of the hospitality industry.
- List the four segments of the hospitality industry.
- Describe each segment and give an example of one business in each.
- List the two reasons why people travel.
- Explain why all segments of the hospitality industry should work together.
- Name and describe the two types of business structures.
- Explain the purpose of professional organizations and career technical students organizations.

Unit Guide for **Hospitality and the Food and Beverage Industry**

Chapter 2: Service: the Heart of Hospitality

Standard CTE C3.0: Students understand and apply the knowledge and skills essential for effective guest services in the hospitality, tourism, and recreation industry sector:

- C3.1
- C3.2
- C3.3
- C3.4
- C3.5

CFS Standard HTR – F3: Standard 40: Career Awareness, Planning and Management

- B. Employability
- 40.5
- 40.6
- 40.7
- 40.8
- 40.9
- 40.10

Identified Desired Knowledge and Skills:

Upon completion of this chapter the student will be able to:

- Explain why customers are important to the hospitality business.
- Describe the needs that hospitality businesses satisfy.
- Explain the importance of quality service.
- Describe the two types of hospitality employees.
- List the six characteristics of customer-focused employees.
- Identify the 11 critical moments in customer service.
- Explain the importance of good communication skills.
- Describe methods of handling customer complaints.

Chapter 3: Hospitality, Past, Present, and Future

Standards: Standard B1.0: Students understand major aspects of the food service and hospitality industry and the role of the industry in local, state, national, and global economies:

- B1.1
- B1.3
- B1.4

Identified Desired Knowledge and Skills:

Upon completion of this chapter the student will be able to:

- Name three countries that played an important role in the early days of the hospitality industry.
- Name five contributions to the hospitality industry by the United States
- Describe the relationship between the change in transportation and the growth of the hospitality industry.
- Identify four challenges that the hospitality industry faces today.
- List four factors that affect the hospitality industry that people cannot control.
- Explain how knowing trends helps the hospitality manager.
- List and give an example of the four types of trends that affect the hospitality industry.

Unit Guide for **Hospitality and the Food and Beverage Industry**

Unit 2: The Food and Beverage Industry

Weeks 5 - 12

Chapter 4: The World of Food And Beverages

Content Standards Covered:

CTE Standard B4.0: Students understand the basics of food service and hospitality management:

B4.1

B4.3

CTE Standard B5.0: Students understand the basics of systems operations and the importance of maintaining facilities, equipment, tools, and supplies:

B5.1

CTE Standard B12. 0: Students understand the fundamentals of successful sales and marketing methods:

B12. 1

B12. 2

B12. 3

B12. 5

Identified Desired Knowledge and Skills:

Upon completion of this chapter the student will be able to:

- Describe the four types of commercial foodservice.
- Describe the three types of institutional foodservice.
- Distinguish between commercial and institutional foodservice.
- Describe foodservice within a consumer business.
- List the functions that all foodservices must perform.
- Describe how a restaurant concept distinguishes one restaurant from another.
- Explain the importance of customer feedback.

Chapter 9: Food Safety and Sanitation

Content Standards Covered:

CTE Standard B2.0: Students understand the basics of safe work habits, security, and emergency procedures required in food service and hospitality establishments:

B2.1

B2.2

B2.3

B2.4

CTE Standard B3.0: Students understand the basic principles of sanitation and safe food handling:

B3.1

B3.2

B3.3

B3.4

B3.5

B3.6

Identified Desired Knowledge and Skills:

Upon completion of this chapter the student will be able to:

- List the three types of food contaminants.
- Explain why restaurant managers are most concerned about bacteria.
- List the two main ways to prevent food contamination.

Unit Guide for **Hospitality and the Food and Beverage Industry**

- Describe practices that prevent foodborne illness.
- State the difference between cleaning and sanitizing.
- Describe the role of government in preventing foodborne illness.
- Explain HACCP.
- Describe the role of the manager in preventing foodborne illness.

Chapter 5: Food Preparation and Service

Content Standards Covered:

CTE Standard B6.0: Students understand and apply the basics of food preparation in professional and institutional kitchens:

- B6.1
- B6.2
- B6.3
- B6.4
- B6.5
- B6.6

CTE Standard B7.0: Students understand and apply the basics of baking, pastry, and dessert preparation in professional and institutional kitchens:

- B7.1
- B7.2
- B7.3
- B7.4

CTE Standard B10.9: Students understand and apply basic nutritional concepts in meal planning and food preparation:

- B10.1
- B10.2
- B10.3

Identified Desired Knowledge and Skills:

Upon completion of this chapter the student will be able to:

- Explain how the menu functions as the restaurant's game plan.
- Describe six factors to consider when planning a menu.
- Explain the role of standardized recipes in food production.
- Give examples of food preparation and cooking methods.
- List and describe the three aspects of food presentation.
- List and describe the five basic styles of service.
- List and describe four techniques for serving food.

Unit 3: Organization and Management of Food Service

Weeks 13 – 18

Chapter 6: Front-and Back-of-the-House

Content Standards Covered:

CTE Standard B4.0: Students understand the basics of food service and hospitality management:

- B4.1
- B4.2
- B4.3
- B4.4
- B4.5

Unit Guide for **Hospitality and the Food and Beverage Industry**

CTE Standard B9.0: Students understand and apply the basic procedures and skills needed for food and beverage service:

- B9.1
- B9.2
- B9.3
- B9.4
- B9.5

Identified Desired Knowledge and Skills:

Upon completion of this chapter the student will be able to:

- Describe the responsibilities of the general manager.
- List the six functions of the front-of-the-house.
- List the members of the front-of-the-house staff.
- Describe the responsibilities of the restaurant manager.
- List the seven functions of the back-of-the-house.
- List the members of the back-of-the-house staff.
- Describe the responsibilities of the executive chef.
- Explain the importance of the work of the steward and dishwashing crew.

Chapter 7: Hotel Food and Beverage Services

Content Standards Covered:

CTE Standard B8.0: Students understand and apply the knowledge and skills essential for effective customer service

- B8.1
- B8.2
- B8.5

CTE Standard B9.0: Students understand and apply the basic procedures and skills needed for food and beverage service:

- B9.5

CTE Standard C4.0: Students understand successful sales and marketing methods:

- C4.2
- C4.4

CTE Standards C11.0: Students understand and apply the fundamentals of planning events for a diverse clientele:

- C11.1
- C11.2
- C11.3
- C11.5

Identified Desired Knowledge and Skills:

Upon completion of this chapter the student will be able to:

- Describe the role of the food and beverage director.
- Explain how a banquet is booked.
- List the responsibilities of each member of the banquet staff.
- Describe the four styles of banquet service.
- Explain the role of the banquet manager during the banquet.
- Describe the functions of the room service department.
- Describe the role of the bartender and servers in monitoring alcohol consumption.

Unit Guide for **Hospitality and the Food and Beverage Industry**

Chapter 8: Purchasing and Receiving

Content Standards Covered:

CTE Standard B11.0: Students understand and apply the basic processes of costing and cost analysis in food and beverage production and service:

B11.1

B11.2

B11.3

B11.4

B11.5

CTE Standard B3.0: Students understand the basic principles of sanitation and safe food handling:

B3.3

Identified Desired Knowledge and Skills:

Upon completion of this chapter the student will be able to:

- Describe the role of the purchaser.
- List the five main tasks of purchasing
- Explain the purpose of a specification.
- Describe how to select a supplier
- Explain how a purchase order is used.
- Describe the three tasks of receiving.
- Explain why proper storage is important in restaurants.
- Describe the two main tasks of inventory.

Unit Guide for **Hospitality and the Food and Beverage Industry**

Support for English Language Learners:

Extra time or modified versions of assignments will be given. The District will provide a language assistant. Additional strategies will be developed through the Response to Intervention plans –such as:

- SDAIE strategies
- Texts/materials in first language.
- Flexible grouping
- Structured engagement
- Peer pairing
- Academic vocabulary development
- Realia

Support for Special Education Students:

Extra time or modified versions of assignments will be given. The District will provide an instructional assistant. Additional strategies will be developed through the Individual Education Plan process – such as:

- Realia
- Texts/materials in first language
- SDAIE strategies
- Flexible grouping
- Peer pairing
- Audio & visual aids
- Individualized academic instruction
- Modified assignments
- Modified texts
- Testing accommodations
- Tutoring (peer & teacher)

Stretching the Lesson for GATE Students:

Differentiated curriculum will be provided to challenge the student and provide the student with opportunities to develop their identified talent. Teachers will use a variety of the following:

- Independent study supplemented with mentoring/tutoring
- Compacting
- Acceleration
- Depth & Complexity icons
- Modified texts
- Modified assignments
- Flexible grouping
- Inquiry-based Learning
- Enriched materials and learning experiences

<end>

BOARD AGENDA

**REGULAR MEETING
July 21, 2011**

CONSENT ITEM

TO: **Board of Education**

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

SUBJECT: **Approval of the Revised Course Descriptions for *Human Development I* and *Human Development II*, Grades 9-12 (Beginning August 2011)**

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #2 – Curriculum

BACKGROUND: These courses have been developed to provide our students with the necessary information and skills to manage family life. These courses of study explore the importance of family, parenting, conception, prenatal development, birth, and the developmental patterns of infants. Both courses include infant simulations, child observations, and research projects.

The course descriptions were approved by the Secondary Curriculum Council on February 8, 2011. Textbooks have been purchased.

BUDGET IMPLICATIONS: No impact to the General Fund

RECOMMENDATION: That the Board approve the revised course descriptions for *Human Development I* and *Human Development II*, Grades 9-12 (Beginning August 2011)

High School Course Description for **Human Development I**

Course Title: Human Development I

Curricular Area: Career Technical Education

Course Number:

Length: One Semester

Grade Level: 11 - 12

Prerequisites: None

Meets a UC a-g Requirement: No

Meets NCAA Requirement: No

Meets High School Graduation Requirement for:
Elective

Course Description

This course of study explores the importance of family, parenting, conception, prenatal development, birth, and the developmental patterns of infants. Course work includes an infant simulation project, child observations, and research projects. Students who successfully complete this class are eligible to work in the in CHS Infant Center.

Alignment

This course is aligned as a Career Technical Concentration Class to the Home Economics Careers and Technology California Family and Consumer Studies Content Standards for Child Development and Guidance and the Career Pathway in Education or Child Development.

Instructional Materials

Required Textbook(s)

1. *The Developing Child*, copyright 2000; Holly Brisbane, ISBN0-02-642708-7, Glenco

Supplemental Materials

2. *The Developing Child Student Workbook*, copyright 2000
3. *TYC Teaching Young Children*: NAEYC Magazine
4. RealCareInfant Simulators

Suggested Video/DVDs//Films

1. *The Miracle of Life*, Nova
2. *Stages of Labor*, Injoy Videos

Exit Criteria

<u>Activities</u>	<u>Percentage</u>
Tests and Quizzes.....	10%
Class participation.....	60%
Class Project.....	20%
Final Examination.....	10%
Total:	100%

Development Team: This course of Study was updated in 2010 by Kathleen Dickerson.

High School Course Description for **Human Development I**

Foundation Standards

Communications 2.3 Written and Oral English Language Conventions (grades nine and ten)

1.2: Understand sentence construction (e.g., parallel structure, subordination, proper placement of modifiers) and proper English usage (e.g., consistency of verb tenses).

Leadership and Teamwork 9.3: Understand how to organize and structure work individually and in teams for effective performance and attainment of goals.

Technical Knowledge and Skills 10.3: Understand the importance of studying child growth and development from infancy through adolescence.

Technical Knowledge and Skills 10.4: Understand positive guidance and discipline techniques that promote feelings of self-worth as they apply to the developmental stages of children.

Technical Knowledge and Skills 10.5: Understand the value and methods of providing infants, children, and adolescents with play and developmentally appropriate learning activities.

Technical Knowledge and Skills 10.12: Understand strategies and resources for managing conflicts and crises.

Demonstration and Application 11.0: Students demonstrate and apply the concepts contained in the foundation and pathway standards.

Unit Guide for **Human Development I**

First Quarter

Unit 1: Children, Parenting, and You

Learning about Children

Weeks: 1- 2

1. The Importance of learning about and understanding about children
2. Observing children
3. Working with children

Standards: Standard 3: Studying and Understanding Children

ECDFS – F10.3: Students understand the importance of studying child growth and development from infancy through adolescence.

- 3.1: Explain the benefits of studying child development.
- 3.2: Identify the developmental areas, stages, and principles of child growth.
- 3.3: Analyze the effects of heredity and environment on the physical, social, emotional, and intellectual development of children.
- 3.4: List factors that contribute to the optimal development of children.
- 3.5: Identify and compare various theories regarding human growth and development.
- 3.6: Observe and study children’s behavior and interpret findings.

Unit/Lesson/Sections/Chapters:

Unit 1: Children, Parenting and You

Chapter 1: Learning About children

Section 1 – 1: Beginning Your Study of Children

Section 1 – 2: Understanding Childhood

Section 1 – 3: Observing Young Children

Section 1 – 4: Working with Children

Chapter 2: Learning about Families

Week 3 - 4

1. Understanding Families
2. Effective Parenting Skills

Standards: Standard 1: Responsibilities of Parents

ECDFS – F10. 1: Students understand the decisions and responsibilities involved in parenting in various cultures.

- 1.1: Analyze factors to consider when determining readiness for parenting and identify parenting responsibilities.
- 1.2: Describe parenting skills that contribute to the optimum development of children through meeting their physical, emotional, social, and intellectual needs.
- 1.3: Analyze the major decisions, changes, and adjustments required of parents.
- 1.4: Describe and evaluate the responsibilities, styles, and strategies of parenting.
- 1.5: Describe cultural influences on parenting.
- 1.6: Evaluate care giving options.

Standard 4: Guidance and Discipline

ECDFS – F10.4: students understand positive guidance and discipline techniques that promote feelings of self-worth as they apply to the developmental stages of children.

- 4.1: describe and compare various approaches to child guidance and their effect on self-worth.

Secondary Curriculum Council Approved: 2/8/2011

Board approved:

Unit Guide for **Human Development I**

- 4.2: Analyze techniques used to provide positive reinforcement with children in given situations and at various stages of development.
- 4.3: describe the relationship of a child's behavior to the commonly accepted principles of growth and development.
- 4.4: Analyze the relationship of guidance and communication techniques to the development of self-worth and discipline.
- 4.5: Describe factors and possible causes that contribute to child abuse and identify the characteristics of the abused and the abuser.
- 4.6: Identify agencies and resources that help in reducing child abuse

Unit/Lesson/Sections/Chapters:

Unit 1: Children, Parenting and You

Chapter 2: Learning About Families

Section 2 – 1: Understanding Families

Section 2 – 2 What Parenthood Mean

Chapter 4: Teen Pregnancy and Parenthood

Section 4 – 1: The Realities of Teen Pregnancy

Section 4 – 2: Solving Problems

Chapter 3: Effective Parenting Skills

Weeks 5 – 6

1. What is Parenting?
2. Guiding Children's Behavior
3. Child Care Options

Standards: Standard 1: Responsibilities of Parents

ECDFS – F10. 1: Students understand the decisions and responsibilities involved in parenting in various cultures.

- 1.1: Analyze factors to consider when determining readiness for parenting and identify parenting responsibilities.
- 1.2: Describe parenting skills that contribute to the optimum development of children through meeting their physical, emotional, social, and intellectual needs.
- 1.3: Analyze the major decisions, changes, and adjustments required of parents.
- 1.4: Describe and evaluate the responsibilities, styles, and strategies of parenting.
- 1.5: Describe cultural influences on parenting.
- 1.6: Evaluate care giving options.

Standard 4: Guidance and Discipline

ECDFS – F10.4: students understand positive guidance and discipline techniques that promote feelings of self-worth as they apply to the developmental stages of children.

- 4.1: describe and compare various approaches to child guidance and their effect on self-worth.
- 4.2: Analyze techniques used to provide positive reinforcement with children in given situations and at various stages of development.
- 4.3: describe the relationship of a child's behavior to the commonly accepted principles of growth and development.
- 4.4: Analyze the relationship of guidance and communication techniques to the development of self-worth and discipline.

Unit Guide for **Human Development I**

4.5: Describe factors and possible causes that contribute to child abuse and identify the characteristics of the abused and the abuser.

4.6: Identify agencies and resources that help in reducing child abuse

Unit/Lesson/Sections/Chapters:

Unit 1: Children, Parenting, and You

Chapter 3: Effective parenting Skills

Section 3 – 1: What is Parenting?

Section 3 – 2: Guiding Children’s Behavior

Section 3 – 3: Child Care Options

Chapter 4: Teen Pregnancy and Parenthood

Weeks 7 – 9

1. The Realities of Teen Pregnancy
2. Solving Problems (of Teen Pregnancy)

Standards: Standard 1: Responsibilities of Parents

ECDFS – F10. 1: Students understand the decisions and responsibilities involved in parenting in various cultures.

- 1.1: Analyze factors to consider when determining readiness for parenting and identify parenting responsibilities.
- 1.2: Describe parenting skills that contribute to the optimum development of children through meeting their physical, emotional, social, and intellectual needs.
- 1.3: Analyze the major decisions, changes, and adjustments required of parents.
- 1.4: Describe and evaluate the responsibilities, styles, and strategies of parenting.
- 1.5: Describe cultural influences on parenting.
- 1.6: Evaluate care giving options.

Unit/Lesson/Sections/Chapters:

Unit 1: Children, Parenting, and You

Chapter 4: Teen Pregnancy and Parenthood

Section 4 – 1: The realities of Teen Pregnancy

Section 4 – 2: Solving Problems (of Teen Pregnancy)

Second Quarter

Unit 2: Pregnancy and Childbirth

Chapter 5 and 6: Prenatal Development and Preparing for Birth

Weeks 10 - 12

1. Prenatal Development
2. Conception
3. Problems in Prenatal Development
4. Avoiding Dangers to the Baby
5. Healthy Pregnancy
6. Getting Ready for a Baby
7. Childbirth Choices

Standards: Standard 2: Prenatal Development

Secondary Curriculum Council Approved: 2/8/2011

Board approved:

Unit Guide for **Human Development I**

ECDFS – F10.2: Students understand the stages of pregnancy, from conception through birth, and the implications of environment and heredity on the health and well-being of a child.

- 2.1: Summarize the stages of prenatal development and childbirth.
- 2.2: Analyze the effects of prospective parents' nutrition, health, medical care, heredity, environment, and lifestyle on prenatal development.
- 2.3: Discuss physical and emotional changes that occur during normal and at-risk pregnancies.
- 2.4: Analyze how individuals are genetically unique.
- 2.5: Examine the methods, costs ethics, and risks of reproductive procedures.
- 2.6: Identify and evaluate community resources that provide information and assistance related to pregnancy.

Unit/Lesson/Section/Chapters:

Unit 2: Pregnancy and Childbirth

Chapter 5: Prenatal Development

Section 5 – 1: The Developing Baby

Section 5 – 2: A Closer Look at Conception

Section 5 – 3: Problems in Prenatal Development

Section 5 – 4: Avoiding Dangers to the Baby

Chapter 6: Preparing for Birth

Section 6 – 1: A Healthy Pregnancy

Section 6 – 2: Getting Ready for a Baby

Section 6 – 3: Childbirth Choices

Chapter 7: The Baby's Arrival

Week 13

1. Labor and Delivery
2. The Postnatal Period
3. Adjusting to a New Family Member

Standards: Standard 2: Prenatal Development

ECDFS – F10.2: Students understand the stages of pregnancy, from conception through birth, and the implications of environment and heredity on the health and well-being of a child.

- 2.1: Summarize the stages of prenatal development and childbirth.
- 2.2: Analyze the effects of prospective parents' nutrition, health, medical care, heredity, environment, and lifestyle on prenatal development.
- 2.3: Discuss physical and emotional changes that occur during normal and at-risk pregnancies.
- 2.4: Analyze how individuals are genetically unique.
- 2.5: Examine the methods, costs ethics, and risks of reproductive procedures.
- 2.6: Identify and evaluate community resources that provide information and assistance related to pregnancy.

Unit/Lesson/Sections/Chapters:

Unit 2 Pregnancy and Childbirth

Chapter 7: The Baby's Arrival

Section 7 – 1: Labor and Birth

Section 7 – 2: The Postnatal Period

Section 7 – 3: A New Family Member

Secondary Curriculum Council Approved: 2/8/2011

Board approved:

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Unit Guide for **Human Development I**

Unit 3: The Baby's First Year

Chapter 8: Physical Development During the First Year

Weeks 14 – 15

1. Growth and Development of Infants
2. The Developing Brain
3. Handling and Feeding Infants
4. Other Infant Care Skills

Standards: Standard 3: Studying and Understanding Children

ECDFS – F10.3: Students understand the importance of studying child growth and development from infancy through adolescence.

- 3.1: Explain the benefits of studying child development.
- 3.2: Identify the developmental areas, stages, and principles of child growth.
- 3.3: Analyze the effects of heredity and environment on the physical, social, emotional, and intellectual development of children.
- 3.4: List factors that contribute to the optimal development of children.
- 3.5: Identify and compare various theories regarding human growth and development.
- 3.6: Observe and study children's behavior and interpret findings.

Standard 5: Play and Learning

ECDFS – 10.5: students understand the value and methods of providing infants, children, and adolescents with play and developmentally appropriate learning activities.

- 5.1: Identify and describe the purposes of play and learning activities to the physical, social, emotional, and intellectual development of children and adolescents.
- 5.2: Identify factors to consider when selecting, purchasing, or creating play and learning materials that are developmentally appropriate for children.
- 5.3: Evaluate facilities, equipment, and materials for their contribution to a child's development.
- 5.4: Analyze how the attainment of self-help skills such as hygiene, dressing, food preparation, and household chores contribute to a child's learning and self-concept.
- 5.5: Describe and analyze strategies, equipment, and techniques for helping children with special needs.
- 5.6: Describe and demonstrate the caregiver's role in planning, conducting, and evaluating play and learning activities that enhance the development of children and adolescents.

Standard 6: Changes That Affect Children

ECDFS – F10.11: Students understand the adjustments needed to adapt to major life changes throughout the human life cycle.

- 6.1: Identify factors contributing to change in the lives of infants, children, and adolescents and ways in which they might respond to change.
- 6.2: analyze how changes and crises affect infants, children, and adolescents and recommend strategies that help them adapt.
- 6.3: Explain how role models influence infants', children's and adolescents' ability to cope.
- 6.4: Explain how changes in technology impact children and adolescents and describe methods for managing its appropriate use.

Standard 7: Health and Safety

ECDFS – F10.13: Students understand the importance of wellness and safety to individual and family health and well-being.

- 7.1: Describe methods for maintaining the health and ensuring the safety of children.

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Board approved:

Unit Guide for **Human Development I**

7.2: Analyze and apply safety and sanitation practices that can be used to prevent and treat childhood illnesses and accidents.

7.3: Describe, plan, and evaluate a nutritionally balanced diet which promotes a child's optimum health.

7.4: Research and report on public laws that deal with the health and safety of children and the importance of mandated reporting.

7.5: Evaluate a child's environment for health and safety and recommend improvements.

7.6: Investigate and select community agencies and resources that provide child health care services and information.

Units/Lessons/ Sections/Chapters

Unit 3: The Baby's First Year

Chapter 8: Physical Development During the First Year

Section 8 – 1: Growth and Development of Infants

Section 8 – 2: The Developing Brain

Section 8 – 3: Handling and Feeding Infants

Section 8 – 4: Other Infant Care Skills

Chapter 9: Emotional and Social Development During Infancy

Weeks 16 – 17

1. Understanding Emotional and Social Development

2. Emotional And Social Development of Infants

Standards: Standard 3: Studying and Understanding Children

ECDFS – F10.3: Students understand the importance of studying child growth and development from infancy through adolescence.

3.1: Explain the benefits of studying child development.

3.2: Identify the developmental areas, stages, and principles of child growth.

3.3: Analyze the effects of heredity and environment on the physical, social, emotional, and intellectual development of children.

3.4: List factors that contribute to the optimal development of children.

3.5: Identify and compare various theories regarding human growth and development.

3.6: Observe and study children's behavior and interpret findings.

Standard 5: Play and Learning

ECDFS – 10.5: students understand the value and methods of providing infants, children, and adolescents with play and developmentally appropriate learning activities.

5.1: Identify and describe the purposes of play and learning activities to the physical, social, emotional, and intellectual development of children and adolescents.

5.2: Identify factors to consider when selecting, purchasing, or creating play and learning materials that are developmentally appropriate for children.

5.3: Evaluate facilities, equipment, and materials for their contribution to a child's development.

5.4: Analyze how the attainment of self-help skills such as hygiene, dressing, food preparation, and household chores contribute to a child's learning and self-concept.

5.5: Describe and analyze strategies, equipment, and techniques for helping children with special needs.

5.6: Describe and demonstrate the caregiver's role in planning, conducting, and evaluating play and learning activities that enhance the development of children and adolescents.

Unit Guide for **Human Development I**

Standard 6: Changes That Affect Children

ECDFS – F10.11: Students understand the adjustments needed to adapt to major life changes throughout the human life cycle.

- 6.1: Identify factors contributing to change in the lives of infants, children, and adolescents and ways in which they might respond to change.
- 6.2: Analyze how changes and crises affect infants, children, and adolescents and recommend strategies that help them adapt.
- 6.3: Explain how role models influence infants', children's and adolescents' ability to cope.
- 6.4: Explain how changes in technology impact children and adolescents and describe methods for managing its appropriate use.

Standard 7: Health and Safety

ECDFS – F10.13: Students understand the importance of wellness and safety to individual and family health and well-being.

- 7.1: Describe methods for maintaining the health and ensuring the safety of children.
- 7.2: Analyze and apply safety and sanitation practices that can be used to prevent and treat childhood illnesses and accidents.
- 7.3: Describe, plan, and evaluate a nutritionally balanced diet which promotes a child's optimum health.
- 7.4: Research and report on public laws that deal with the health and safety of children and the importance of mandated reporting.
- 7.5: Evaluate a child's environment for health and safety and recommend improvements.
- 7.6: Investigate and select community agencies and resources that provide child health care services and information.

Units/Lessons/ Sections/Chapters

Unit 3: The Baby's First year

Chapter 9: Emotional and Social Development During the First Year

Section 9 – 1: Understanding Emotional and Social Development

Section 9 – 2: Emotional And Social Development of Infants

Chapter 10: Intellectual Development During Infancy

Week 18

1. Understanding Intellectual Development of Infants
2. Helping Babies Learn

Standards: Standard 3: Studying and Understanding Children

ECDFS – F10.3: Students understand the importance of studying child growth and development from infancy through adolescence.

- 3.1: Explain the benefits of studying child development.
- 3.2: Identify the developmental areas, stages, and principles of child growth.
- 3.3: Analyze the effects of heredity and environment on the physical, social, emotional, and intellectual development of children.
- 3.4: List factors that contribute to the optimal development of children.
- 3.5: Identify and compare various theories regarding human growth and development.
- 3.6: Observe and study children's behavior and interpret findings.

Unit Guide for **Human Development I**

Standard 5: Play and Learning

ECDFS – 10.5: students understand the value and methods of providing infants, children, and adolescents with play and developmentally appropriate learning activities.

- 5.1: Identify and describe the purposes of play and learning activities to the physical, social, emotional, and intellectual development of children and adolescents.
- 5.2: Identify factors to consider when selecting, purchasing, or creating play and learning materials that are developmentally appropriate for children.
- 5.3: Evaluate facilities, equipment, and materials for their contribution to a child's development.
- 5.4: Analyze how the attainment of self-help skills such as hygiene, dressing, food preparation, and household chores contribute to a child's learning and self-concept.
- 5.5: Describe and analyze strategies, equipment, and techniques for helping children with special needs.
- 5.6: Describe and demonstrate the caregiver's role in planning, conducting, and evaluating play and learning activities that enhance the development of children and adolescents.

Standard 6: Changes That Affect Children

ECDFS – F10.11: Students understand the adjustments needed to adapt to major life changes throughout the human life cycle.

- 6.1: Identify factors contributing to change in the lives of infants, children, and adolescents and ways in which they might respond to change.
- 6.2: Analyze how changes and crises affect infants, children, and adolescents and recommend strategies that help them adapt.
- 6.3: Explain how role models influence infants', children's and adolescents' ability to cope.
- 6.4: Explain how changes in technology impact children and adolescents and describe methods for managing its appropriate use.

Standard 7: Health and Safety

ECDFS – F10.13: Students understand the importance of wellness and safety to individual and family health and well-being.

- 7.1: Describe methods for maintaining the health and ensuring the safety of children.
- 7.2: Analyze and apply safety and sanitation practices that can be used to prevent and treat childhood illnesses and accidents.
- 7.3: Describe, plan, and evaluate a nutritionally balanced diet which promotes a child's optimum health.
- 7.4: Research and report on public laws that deal with the health and safety of children and the importance of mandated reporting.
- 7.5: Evaluate a child's environment for health and safety and recommend improvements.
- 7.6: Investigate and select community agencies and resources that provide child health care services and information.

Units/Lessons/ Sections/Chapters

Unit 3: The Baby's First Year

Chapter 10: Intellectual Development During the first Year

Section 10 – 1: Understanding Intellectual Development of Infants

Section 10 – 2: Helping Babies Learn

Final Exam

Unit Guide for **Human Development I**

UNIT 1: Learning About Children

Weeks 1 – 9

Content Standards Covered:

Standard 3:

ECDFS – F10.3: Students understand the importance of studying child growth and development from infancy through adolescence.

Standard Details

- 3.1
- 3.2
- 3.3
- 3.4
- 3.5
- 3.6

Standard 1:

ECDFS – 10.1: Students understand the decisions and responsibilities involved in parenting in various cultures.

Standard Details

- 1.1
- 1.2
- 1.3
- 1.4
- 1.5
- 1.6

Standard 4:

ECDFS – F10.4: Students understand positive guidance and discipline techniques that promote feelings of self-worth as they apply to the developmental stages of children.

Standard Details

- 4.1
- 4.2
- 4.3
- 4.4
- 4.5
- 4.6

Unit Guide for **Human Development I**

Identified Desired Knowledge and Skills:

Upon completion of this unit, the student will be able to:

- Identify advantages of studying child development.
- Compare childhood in the past with the present
- List and describe the five main areas of human development
- Demonstrate the ability to observe children in an objective manner.
- Identify major theorists of child development and explain their contributions to the science.

UNIT 2: Pregnancy and Childbirth

Weeks 10 - 13

Content Standards Covered:

Standard 2:

ECDFS – F10.2: Students understand the stages of pregnancy, from conception through birth, and the implications of environment and heredity on the health and well-being of a child.

Standards Details

- 2.1
- 2.2
- 2.3
- 2.4
- 2.5
- 2.6

Identified Desired Knowledge and Skills:

Upon completion of this unit, the student will be able to:

- Identify the stages of normal prenatal development
- Identify hazards that can interfere with normal development
- Discuss preparations prospective parents should make before birth
- Describe the birth process
- Discuss the care a newborn requires

Unit 3: The Baby's First Year

Weeks 14 - 18

Content Standards Covered:

Standard 3:

ECDFS – F10.3: Students understand the importance of studying child growth and development from infancy through adolescence.

- 3.1
- 3.2
- 3.3
- 3.4
- 3.5
- 3.6

Unit Guide for **Human Development I**

Standard 5:

ECDFS – 10.5: Students understand the value and methods of providing infants, children, and adolescents with play and developmentally appropriate learning activities.

- 5.1
- 5.2
- 5.3
- 5.4
- 5.5
- 5.6

Standard 6:

ECDFS – F10.6: Students understand the adjustments needed to adapt to major life changes throughout the human life cycle.

- 6.1
- 6.2
- 6.3
- 6.4

Standard 7:

ECDFS – F10.7: Students understand the importance of wellness and safety to individual and family health and well-being.

- 7.1
- 7.2
- 7.3
- 7.4
- 7.5
- 7.6

Identified Desired Knowledge and Skills:

Upon completion of this unit, the student will be able to:

- Describe physical growth and development during the first year of life
- Discuss emotional and social development during the first year of life
- Describe the intellectual development of infants

Unit Guide for **Human Development I**

Support for English Language Learners:

Extra time or modified versions of assignments will be given. The District will provide a language assistant. Additional strategies will be developed through the Response to Intervention plans –such as:

- SDAIE strategies
- Texts/materials in first language.
- Flexible grouping
- Structured engagement
- Peer pairing
- Academic vocabulary development
- Realia

Support for Special Education Students:

Extra time or modified versions of assignments will be given. The District will provide an instructional assistant. Additional strategies will be developed through the Individual Education Plan process – such as:

- Realia
- Texts/materials in first language
- SDAIE strategies
- Flexible grouping
- Peer pairing
- Audio & visual aids
- Individualized academic instruction
- Modified assignments
- Modified texts
- Testing accommodations
- Tutoring (peer & teacher)

Stretching the Lesson for GATE Students:

Differentiated curriculum will be provided to challenge the student and provide the student with opportunities to develop their identified talent. Teachers will use a variety of the following:

- Independent study supplemented with mentoring/tutoring
- Compacting
- Acceleration
- Depth & Complexity icons
- Modified texts
- Modified assignments
- Flexible grouping
- Inquiry-based Learning
- Enriched materials and learning experiences

<end>

High School Course Description for **Human Development II**

Course Title: Human Development II

Curricular Area: Career Technical Education

Course Number:

Length: One Semester

Grade Level: 11 - 12

Prerequisites: Human Development I

Meets a UC a-g Requirement: No

Meets NCAA Requirement: No

Meets High School Graduation Requirement for:
Elective

Course Description

This course is intended for students who have taken Human Development I. Focus is on further study of Human Development, including toddlers, preschoolers, and middle childhood. The relationship of stages of development to the educational environment will be a major component of this course. Required work may include assignments, observations, projects, research, and demonstrations.

Alignment

This course is aligned as a Career Technical Concentration Class to the Home Economics Careers and Technology California Family and Consumer Studies Content Standards for Child Development and Guidance and the Career Pathway in Education.

Instructional Materials

Required Textbook(s)

1. *The Developing Child*,
copyright 2000: Holly Brisbane
IBSNO-02-642708-7, Glenco

Supplemental Materials

2. *The Developing Child Student
Workbook*, copyright 2000
Novels and Other Readings

2.TYC Teaching Young Children:
NAEYE Magazine

Exit Criteria

<u>Activities</u>	<u>Percentage</u>
Tests and Quizzes.....	10%
Class participation.....	60%
Class Project.....	20%
Final Examination.....	10%
Total:	100%

Development Team

This Course of Study was updated in 2010 by Kathleen Dickerson and Ellen Gordon.

High School Course Description for **Human Development II**

Foundation Standards

Communications 2.3 Written and Oral English Language Conventions (grades nine and ten)

1.2: Understand sentence construction (e.g., parallel structure, subordination, proper placement of modifiers) and proper English usage (e.g., consistency of verb tenses).

Leadership and Teamwork 9.3: Understand how to organize and structure work individually and in teams for effective performance and attainment of goals.

Technical Knowledge and Skills 10.3: Understand the importance of studying child growth and development from infancy through adolescence.

Technical Knowledge and Skills 10.4: Understand positive guidance and discipline techniques that promote feelings of self-worth as they apply to the developmental stages of children.

Technical Knowledge and Skills 10.5: Understand the value and methods of providing infants, children, and adolescents with play and developmentally appropriate learning activities.

Technical Knowledge and Skills 10.12: Understand strategies and resources for managing conflicts and crises.

Demonstration and Application 11.0: Students demonstrate and apply the concepts contained in the foundation and pathway standards.

Units Guides for **Human Development II**

First Quarter

Unit 4: The Child From One to Three

Chapter 11: Physical Development from One to Three

Weeks 1-1.5

Standards:

Standard 1: Responsibilities of Parents

ECDFS – F10.1: Students understand the decisions and responsibilities involved in parenting in various cultures.

1.4: Describe and evaluate the responsibilities, styles, and strategies of parenting.

1.6: Evaluate care giving options.

Standard 3: Studying and Understanding children

ECDFS – F10.3: Students understand the importance of studying child growth and development from infancy through adolescence.

3.2: Identify the developmental areas, stages, and principles of child growth.

3.4: List factors that contribute to the optimal development of children.

3.5: Identify and compare various theories regarding human growth and development.

3.6: Observe and study children's behavior and interpret findings.

Standard 5: Play and Learning

ECDFS – F10. 5: Students understand the value and methods of providing infants, children, and adolescents with play and developmentally appropriate learning activities.

5.1: Identify and describe the purposes of play and learning activities to the physical, social, emotional, and intellectual development of children and adolescents.\

5.2: Identify factors to consider when selecting, purchasing, or creating play and learning materials that are developmentally appropriate for children.

5.3: Evaluate facilities, equipment, and materials for the contribution to a child's development.

5.4: Analyze how the attainment of self-help skills such as hygiene, dressing, food preparation, and household chores contribute to a child's learning and self-concept.

Standard 7: Health and Safety

ECDFS – F10.13: Students understand the importance of wellness and safety to individual and family health and well-being.

7.1: Describe methods for maintaining the health and ensuring the safety of children.

7.2: Analyze and apply safety and sanitation practices that can be used to prevent and treat childhood illnesses and accidents.

7.3: Describe, plan, and evaluate a nutritionally balanced diet which promotes a child's optimum health.

7.4: Research and report on public laws that deal with the health and safety of children and the importance of mandated reporting.

7.5: Evaluate a child's environment for health and safety and recommend improvements.

7.6: Investigate and select community agencies and resources that provide child health care services and information.

Unit/Lesson/Sections/Chapters:

Unit 4: The Child From One to Three

Chapter 11: Physical Development from One to Three

Section 11 – 1: Physical Growth and Development from One to Three

Section 11 – 2: Caring for Children from One to Three

Units Guides for **Human Development II**

Chapter 12: Emotional and Social Development from One to Three

Week 1.5 - 3

Standards:

Standard 3: Studying and Understanding children

ECDFS – F10.3: Students understand the importance of studying child growth and development from infancy through adolescence.

3.2: Identify the developmental areas, stages, and principles of child growth.

3.4: List factors that contribute to the optimal development of children.

3.5: Identify and compare various theories regarding human growth and development.

3.6: Observe and study children's behavior and interpret findings.

Standard 4: Guidance and Discipline

ECDFS – F10. 4: Students understand positive guidance and discipline techniques that promote feelings of self-worth as they apply to the developmental stages of children.

4.2: Analyze techniques used to provide positive reinforcement with children in given situations and at various stages of development.

4.3: Describe the relationship of a child's behavior to the commonly accepted principles of growth and development.

4.4: Analyze the relationship of guidance and communication techniques to the development of self-worth and discipline.

4.5: Describe factors and possible causes that contribute to child abuse and identify the characteristics of the abused and the abuser.

Standard 5: Play and Learning

ECDFS – F10. 5: Students understand the value and methods of providing infants, children, and adolescents with play and developmentally appropriate learning activities.

5.1: Identify and describe the purposes of play and learning activities to the physical, social, emotional, and intellectual development of children and adolescents.

5.2: Identify factors to consider when selecting, purchasing, or creating play and learning materials that are developmentally appropriate for children.

5.3: Evaluate facilities, equipment, and materials for the contribution to a child's development.

5.4: Analyze how the attainment of self-help skills such as hygiene, dressing, food preparation, and household chores contribute to a child's learning and self-concept.

Standard 6: Changes that Affect Children

ECDFS – F10.11: Students understand the adjustments needed to adapt to major life changes throughout the human life cycle.

6.1: Identify factors contributing to change in the lives of infants, children, and adolescents and ways in which they might respond to change.

6. 2: Analyze how changes and crises affect infants, children, and adolescents and recommend strategies that help them adapt.

6.3: Explain how role models influence infants' children's and adolescents; ability to cope.

6.4: Explain how changes in technology impact children and adolescents and describe methods for managing its appropriate use.

Unit/Lesson/ Chapters

Unit 4: The Child From One to Three

Chapter 12: Emotional and Social Development from One to Three

Section 12 – 1: Emotional Development from One to Three

Section 12 – 2: Social Development from One to Three

Units Guides for **Human Development II**

Chapter 13: Intellectual Development from One to Three

Week 4

Standards:

Standard 5: Play and Learning

ECDFS – F10. 5: Students understand the value and methods of providing infants, children, and adolescents with play and developmentally appropriate learning activities.

5.1: Identify and describe the purposes of play and learning activities to the physical, social, emotional, and intellectual development of children and adolescents.

5.2: Identify factors to consider when selecting, purchasing, or creating play and learning materials that are developmentally appropriate for children.

5.3: Evaluate facilities, equipment, and materials for the contribution to a child's development.

5.4: Analyze how the attainment of self-help skills such as hygiene, dressing, food preparation, and household chores contribute to a child's learning and self-concept.

5.5: Describe and analyze strategies, equipment, and techniques for helping children with special needs.

5.6: Describe and demonstrate the caregiver's role in planning, conducting, and evaluating play and learning activities that enhance the development of children and adolescents.

Unit/Lesson/ Chapters

Unit 4: The Child from One to Three

Chapter 13: Intellectual Development from One to Three

Section 13 – 1: Understanding Learning and the Mind

Section 13 – 2: Encouraging Learning from One to Three

Unit 5: The Child from Four to Six

Chapter 14: Physical Development from Four to Six

Weeks 5 – 5.5

Standards:

Standard 1: Responsibilities of Parents

ECDFS – F10.1: Students understand the decisions and responsibilities involved in parenting in various cultures.

1.4: Describe and evaluate the responsibilities, styles, and strategies of parenting.

1.6: Evaluate care giving options.

Standard 3: Studying and Understanding children

ECDFS – F10.3: Students understand the importance of studying child growth and development from infancy through adolescence.

3.2: Identify the developmental areas, stages, and principles of child growth.

3.4: List factors that contribute to the optimal development of children.

3.5: Identify and compare various theories regarding human growth and development.

3.6: Observe and study children's behavior and interpret findings.

Standard 5: Play and Learning

ECDFS – F10. 5: Students understand the value and methods of providing infants, children, and adolescents with play and developmentally appropriate learning activities.

5.1: Identify and describe the purposes of play and learning activities to the physical, social, emotional, and intellectual development of children and adolescents.\

Units Guides for **Human Development II**

5.2: Identify factors to consider when selecting, purchasing, or creating play and learning materials that are developmentally appropriate for children.

5.3: Evaluate facilities, equipment, and materials for the contribution to a child's development.

5.4: Analyze how the attainment of self-help skills such as hygiene, dressing, food preparation, and household chores contribute to a child's learning and self-concept.

Standard 7: Health and Safety

ECDFS – F10.13: Students understand the importance of wellness and safety to individual and family health and well-being.

7.1: Describe methods for maintaining the health and ensuring the safety of children.

7.2: Analyze and apply safety and sanitation practices that can be used to prevent and treat childhood illnesses and accidents.

7.3: Describe, plan, and evaluate a nutritionally balanced diet which promotes a child's optimum health.

7.4: Research and report on public laws that deal with the health and safety of children and the importance of mandated reporting.

7.5: Evaluate a child's environment for health and safety and recommend improvements.

7.6: Investigate and select community agencies and resources that provide child health care services and information.

Unit/Lesson/Chapters

Unit 4: The Child from Four to Six

Chapter 14: Physical Development from Four to Six

Section 14 – 1: Physical Growth and Development from Four to Six

Section 14 – 2: Providing Care for Children from Four to Six

Chapter 15: Emotional and Social Development from Four to Six

Weeks 5.5 – 6

Standards:

Standard 3: Studying and Understanding children

ECDFS – F10.3: Students understand the importance of studying child growth and development from infancy through adolescence.

3.2: Identify the developmental areas, stages, and principles of child growth.

3.4: List factors that contribute to the optimal development of children.

3.5: Identify and compare various theories regarding human growth and development.

3.6: Observe and study children's behavior and interpret findings.

Standard 4: Guidance and Discipline

ECDFS – F10. 4: Students understand positive guidance and discipline techniques that promote feelings of self-worth as they apply to the developmental stages of children.

4.2: Analyze techniques used to provide positive reinforcement with children in given situations and at various stages of development.

4.3: Describe the relationship of a child's behavior to the commonly accepted principles of growth and development.

4.4: Analyze the relationship of guidance and communication techniques to the development of self-worth and discipline.

4.5: Describe factors and possible causes that contribute to child abuse and identify the characteristics of the abused and the abuser.

Units Guides for **Human Development II**

Standard 5: Play and Learning

ECDFS – F10. 5: Students understand the value and methods of providing infants, children, and adolescents with play and developmentally appropriate learning activities.

- 5.1: Identify and describe the purposes of play and learning activities to the physical, social, emotional, and intellectual development of children and adolescents.
- 5.2: Identify factors to consider when selecting, purchasing, or creating play and learning materials that are developmentally appropriate for children.
- 5.3: Evaluate facilities, equipment, and materials for the contribution to a child’s development.
- 5.4: Analyze how the attainment of self-help skills such as hygiene, dressing, food preparation, and household chores contribute to a child’s learning and self-concept.

Standard 6: Changes that Affect Children

ECDFS – F10.11: Students understand the adjustments needed to adapt to major life changes throughout the human life cycle.

- 6.1: Identify factors contributing to change in the lives of infants, children, and adolescents and ways in which they might respond to change.
- 6. 2: Analyze how changes and crises affect infants, children, and adolescents and recommend strategies that help them adapt.
- 6.3: Explain how role models influence infants’ children’s and adolescents; ability to cope.
- 6.4: Explain how changes in technology impact children and adolescents and describe methods for managing its appropriate use.

Unit/Lesson/Chapters

Unit 5: The Child from Four to Six

Chapter 15: Emotional and Social Development from Four to Six

Section 15 – 1: Emotional Development from Four to Six

Section 15 – 2: Social Development from Four to Six

Chapter 16: Intellectual Development from Four to Six

Weeks 7 – 9

Standards:

Standard 5: Play and Learning

ECDFS – F10. 5: Students understand the value and methods of providing infants, children, and adolescents with play and developmentally appropriate learning activities.

- 5.1: Identify and describe the purposes of play and learning activities to the physical, social, emotional, and intellectual development of children and adolescents.
- 5.2: Identify factors to consider when selecting, purchasing, or creating play and learning materials that are developmentally appropriate for children.
- 5.3: Evaluate facilities, equipment, and materials for the contribution to a child’s development.
- 5.4: Analyze how the attainment of self-help skills such as hygiene, dressing, food preparation, and household chores contribute to a child’s learning and self-concept.
- 5.5: Describe and analyze strategies, equipment, and techniques for helping children with special needs.
- 5.6: Describe and demonstrate the caregiver’s role in planning, conducting, and evaluating play and learning activities that enhance the development of children and adolescents.

Unit/Lesson/Chapters

Unit 5: The Child from Four to Six

Chapter 16: Intellectual Development from Four to Six

Section 16 – 1: Intelligence and Learning

Secondary Curriculum Council Approved: 2/8/2011

Board approved:

Units Guides for **Human Development II**

Section 16 – 2: The Child in School

Second Quarter

Unit 6: Special Areas of Study

Chapter 17: The Child from 7 to Twelve

Weeks 10 – 13

Standards:

Standard 1: Responsibilities of Parents

ECDFS – F10.1: Students understand the decisions and responsibilities involved in parenting in various cultures.

1.2: Describe parenting skills that contribute to the optimum development of children through meeting their physical, emotional, social, and intellectual needs.

1.3: Analyze the major decisions, changes, and adjustments required of parents.

1.4: Describe and evaluate the responsibilities, styles, and strategies of parenting.

1.6: Evaluate care giving options.

Standard 3: Studying and Understanding children

ECDFS – F10.3: Students understand the importance of studying child growth and development from infancy through adolescence.

3.2: Identify the developmental areas, stages, and principles of child growth.

3.4: List factors that contribute to the optimal development of children.

3.5: Identify and compare various theories regarding human growth and development.

3.6: Observe and study children's behavior and interpret findings.

Standard 5: Play and Learning

ECDFS – F10. 5: Students understand the value and methods of providing infants, children, and adolescents with play and developmentally appropriate learning activities.

5.1: Identify and describe the purposes of play and learning activities to the physical, social, emotional, and intellectual development of children and adolescents.\

5.2: Identify factors to consider when selecting, purchasing, or creating play and learning materials that are developmentally appropriate for children.

5.3: Evaluate facilities, equipment, and materials for the contribution to a child's development.

5.4: Analyze how the attainment of self-help skills such as hygiene, dressing, food preparation, and household chores contribute to a child's learning and self-concept.

5.5: Describe and analyze strategies, equipment, and techniques for helping children with special needs.

5.6: describe and demonstrate the caregiver's role in planning, conducting, and evaluating play and learning activities that enhance the development of children and adolescents.

Standard 7: Health and Safety

ECDFS – F10.13: Students understand the importance of wellness and safety to individual and family health and well-being.

7.1: Describe methods for maintaining the health and ensuring the safety of children.

7.2: Analyze and apply safety and sanitation practices that can be used to prevent and treat childhood illnesses and accidents.

7.3: Describe, plan, and evaluate a nutritionally balanced diet which promotes a child's optimum health.

Units Guides for **Human Development II**

7.4: Research and report on public laws that deal with the health and safety of children and the importance of mandated reporting.

7.5: Evaluate a child's environment for health and safety and recommend improvements.

7.6: Investigate and select community agencies and resources that provide child health care services and information

Standard 4: Guidance and Discipline

ECDFS – F10. 4: Students understand positive guidance and discipline techniques that promote feelings of self-worth as they apply to the developmental stages of children.

4.2: Analyze techniques used to provide positive reinforcement with children in given situations and at various stages of development.

4.3: Describe the relationship of a child's behavior to the commonly accepted principles of growth and development.

4.4: Analyze the relationship of guidance and communication techniques to the development of self-worth and discipline.

4.5: Describe factors and possible causes that contribute to child abuse and identify the characteristics of the abused and the abuser.

Standard 6: Changes that Affect Children

ECDFS – F10.11: Students understand the adjustments needed to adapt to major life changes throughout the human life cycle.

6.1: Identify factors contributing to change in the lives of infants, children, and adolescents and ways in which they might respond to change.

6. 2: Analyze how changes and crises affect infants, children, and adolescents and recommend strategies that help them adapt.

6.3: Explain how role models influence infants' children's and adolescents; ability to cope.

6.4: Explain how changes in technology impact children and adolescents and describe methods for managing its appropriate use.

Unit/Lesson/Chapter

Unit 6: Special Areas of Study

Chapter 17: The Child from Seven to Twelve

Section 17 – 1: Physical Growth and Development from Seven to Twelve

Section 17 – 2: Emotional Development from Seven to Twelve

Section 17 – 3: Social And Moral Development from Seven to Twelve

Section 17 – 4: Intellectual Development from Seven to Twelve

Chapter 18: Safety and Health

Week 14

Standard 7: Health and Safety

ECDFS – F10.13: Students understand the importance of wellness and safety to individual and family health and well-being.

7.1: Describe methods for maintaining the health and ensuring the safety of children.

7.2: Analyze and apply safety and sanitation practices that can be used to prevent and treat childhood illnesses and accidents.

7.3: Describe, plan, and evaluate a nutritionally balanced diet which promotes a child's optimum health.

7.4: Research and report on public laws that deal with the health and safety of children and the importance of mandated reporting.

Units Guides for **Human Development II**

7.5: Evaluate a child's environment for health and safety and recommend improvements.

7.6: Investigate and select community agencies and resources that provide child health care services and information

Unit/Lesson/Chapter

Unit 6: Special Areas of Study

Chapter 18: Health and Safety

Section 18 – 1: Preventing Accidents and Handling Emergencies

Section 18 – 2: Preventing Illness and Caring for a Sick Child

Chapter 19: Special Challenges for Children

Weeks 15 – 16

Standards:

Standard 1: Responsibilities of Parents

ECDFS – F10.1: Students understand the decisions and responsibilities involved in parenting in various cultures.

1.2: Describe parenting skills that contribute to the optimum development of children through meeting their physical, emotional, social, and intellectual needs.

1.3: Analyze the major decisions, changes, and adjustments required of parents.

1.4: Describe and evaluate the responsibilities, styles, and strategies of parenting.

1.6: Evaluate care giving options.

Standard 4: Guidance and Discipline

ECDFS – F10. 4: Students understand positive guidance and discipline techniques that promote feelings of self-worth as they apply to the developmental stages of children.

4.2: Analyze techniques used to provide positive reinforcement with children in given situations and at various stages of development.

4.3: Describe the relationship of a child's behavior to the commonly accepted principles of growth and development.

4.4: Analyze the relationship of guidance and communication techniques to the development of self-worth and discipline.

4.5: Describe factors and possible causes that contribute to child abuse and identify the characteristics of the abused and the abuser.

Standard 5: Play and Learning

ECDFS – F10. 5: Students understand the value and methods of providing infants, children, and adolescents with play and developmentally appropriate learning activities.

5.5: Describe and analyze strategies, equipment, and techniques for helping children with special needs.

Standard 6: Changes that Affect Children

ECDFS – F10.11: Students understand the adjustments needed to adapt to major life changes throughout the human life cycle.

6.1: Identify factors contributing to change in the lives of infants, children, and adolescents and ways in which they might respond to change.

6. 2: Analyze how changes and crises affect infants, children, and adolescents and recommend strategies that help them adapt.

6.3: Explain how role models influence infants' children's and adolescents; ability to cope.

6.4: Explain how changes in technology impact children and adolescents and describe methods for managing its appropriate use.

Units Guides for **Human Development II**

Unit/Lesson/Chapter

Unit 6: Special Areas of Study

Chapter 19: Special Challenges for Children

Section 19 – 1: Exceptional Children

Section 19 – 2: Child Abuse and Neglect

Section 19 – 3: Family Stresses

Chapter 20: Caring for children

Weeks 17 – 18

ECDFS – F10.3: Students understand the importance of studying child growth and development from infancy through adolescence.

3.2: Identify the developmental areas, stages, and principles of child growth.

3.4: List factors that contribute to the optimal development of children.

3.5: Identify and compare various theories regarding human growth and development.

3.6: Observe and study children’s behavior and interpret findings.

Standard 5: Play and Learning

ECDFS – F10. 5: Students understand the value and methods of providing infants, children, and adolescents with play and developmentally appropriate learning activities.

5.1: Identify and describe the purposes of play and learning activities to the physical, social, emotional, and intellectual development of children and adolescents.\

5.2: Identify factors to consider when selecting, purchasing, or creating play and learning materials that are developmentally appropriate for children.

5.3: Evaluate facilities, equipment, and materials for the contribution to a child’s development.

5.4: Analyze how the attainment of self-help skills such as hygiene, dressing, food preparation, and household chores contribute to a child’s learning and self-concept.

5.6; describe and demonstrate the caregiver’s role in planning, conducting, and evaluating play and learning activities that enhance the development of children and adolescents.

Standard 7: Health and Safety

ECDFS – F10.13: Students understand the importance of wellness and safety to individual and family health and well-being.

7.1: Describe methods for maintaining the health and ensuring the safety of children.

7.2: Analyze and apply safety and sanitation practices that can be used to prevent and treat childhood illnesses and accidents.

7.3: Describe, plan, and evaluate a nutritionally balanced diet which promotes a child’s optimum health.

7.4: Research and report on public laws that deal with the health and safety of children and the importance of mandated reporting.

7.5: Evaluate a child’s environment for health and safety and recommend improvements.

7.6: Investigate and select community agencies and resources that provide child health care services and information.

Unit/Lesson/Chapter

Unit 6: Special Areas of Study

Chapter 20: Caring for Children

Section 20 – 1: Providing Short-Term Child Care

Section 20 – 2: Participating in Child Care and Education

Units Guides for **Human Development II**

Final Exam

Unit 4: The Child from One to Three - Weeks 1 - 4

Content Standards Covered:

Standard 1: Responsibilities of Parents

ECDFS – F10.1: Students understand the decisions and responsibilities involved in parenting in various cultures.

Standard Details

1.4

1.6

Standard 3: Studying and Understanding children

ECDFS – F10.3: Students understand the importance of studying child growth and development from infancy through adolescence.

Standard Details

3.2

3.4

3.5

3.6

Standard 5: Play and Learning

ECDFS – F10. 5: Students understand the value and methods of providing infants, children, and adolescents with play and developmentally appropriate learning activities.

Standard Details

5.1

5.2

5.3

5.4

Standard 7: Health and Safety

ECDFS – F10.13: Students understand the importance of wellness and safety to individual and family health and well-being.

Standard Details

7.1

7.2

7.3

7.4

7.5

7.6

Standard 4: Guidance and Discipline

ECDFS – F10. 4: Students understand positive guidance and discipline techniques that promote feelings of self-worth as they apply to the developmental stages of children.

Standard Details

4.2

4.3

4.4

4.5

Units Guides for **Human Development II**

Standard 6: Changes that Affect Children

ECDFS – F10.11: Students understand the adjustments needed to adapt to major life changes throughout the human life cycle.

Standard Details

- 6.1
- 6.2
- 6.3
- 6.4

Identified Desired Knowledge and Skills:

Upon completion of this unit the student will be able to:

- Describe the physical growth and development of and care needed by children these ages.
- Discuss the emotional and social development of children these ages.
- Describe the intellectual development of children these ages and explain how to encourage their learning.

Unit 5: The Child from Four to Six – Weeks 5 - 9

Content Standards Covered:

Standard 1: Responsibilities of Parents

ECDFS – F10.1: Students understand the decisions and responsibilities involved in parenting in various cultures.

Standard Details

- 1.4
- 1.6

Standard 5: Play and Learning

ECDFS – F10.5: Students understand the value and methods of providing infants, children, and adolescents with play and developmentally appropriate learning activities.

Standard Details

- 5.1
- 5.2
- 5.3
- 5.4

Standard 7: Health and Safety

ECDFS – F1-13: Students understand the importance of wellness and safety to individual and family health and well-being.

- 7.1
- 7.2
- 7.3
- 7.4
- 7.5
- 7.6

Units Guides for **Human Development II**

Standard 3: Studying and Understanding Children

ECDFS – F10.3: Students understand the importance of studying child growth and development from infancy through adolescence.

3.2

3.3

3.4

3.5

3.6

Standard 4: Guidance and Discipline

ECDFS – F10. 4: Students understand positive guidance and discipline techniques that promote feelings of self-worth as they apply to the developmental stages of children.

4.2

4.3

4.4

4.5

Standard 6: Changes that Affect Children

ECDFS – F10.11: Students understand the adjustments needed to adapt to major life changes throughout the human life cycle.

6.1

6.2

6.3

6.4

Identified Desired Knowledge and Skills:

Upon completion of this unit the student will be able to:

- Describe the physical growth and development of children from four to six and plan for the physical care they require.
- Act appropriately to meet the emotional and social needs of children from four to six, based on their development.
- Explain intellectual development of children from four to six and discuss school experiences appropriate for children with different needs.

Unit 6: Special Areas of Study – Weeks 10 – 18

Content Standards Covered:

Standard 1: Responsibilities of Parents

ECDFS – F10.1: Students understand the decisions and responsibilities involved in parenting in various cultures.

Standard Details

1.2

1.3

1.4

1.6

Units Guides for **Human Development II**

Standard 3: Studying and Understanding Children

ECDFS – F10.3: Students understand the importance of studying child growth and development from infancy through adolescence.

- 3.2
- 3.4
- 3.5
- 3.6

Standard 4: Guidance and Discipline

ECDFS – F10. 4: Students understand positive guidance and discipline techniques that promote feelings of self-worth as they apply to the developmental stages of children.

- 4.2: Analyze techniques used to provide positive reinforcement with children in given situations and at various stages of development.
- 4.3: Describe the relationship of a child's behavior to the commonly accepted principles of growth and development.
- 4.4: Analyze the relationship of guidance and communication techniques to the development of self-worth and discipline.
- 4.5: Describe factors and possible causes that contribute to child abuse and identify the characteristics of the abused and the abuser.

Standard 5: Play and Learning

ECDFS – F10.5: Students understand the value and methods of providing infants, children, and adolescents with play and developmentally appropriate learning activities.

Standard Details

- 5.1
- 5.2
- 5.3
- 5.4
- 5.5
- 5.6

Standard 6: Changes that Affect Children

ECDFS – F10.11: Students understand the adjustments needed to adapt to major life changes throughout the human life cycle.

- 6.1
- 6.2
- 6.3
- 6.4

Standard 7: Health and Safety

ECDFS – F1-13: Students understand the importance of wellness and safety to individual and family health and well-being.

- 7.1
- 7.2
- 7.3
- 7.4
- 7.5
- 7.6

Units Guides for **Human Development II**

Identified Desired Knowledge and Skills:

Upon completion of this unit the student will be able to:

- Explain the physical, emotional, social, and intellectual changes of middle childhood and early adolescence.
- Demonstrate how to care for a sick child.
- Identify physical and emotional problems children face.
- Care for children and work in an early childhood classroom.

Support for English Language Learners:

Extra time or modified versions of assignments will be given. The District will provide a language assistant. Additional strategies will be developed through the Response to Intervention plans –such as:

- SDAIE strategies
- Texts/materials in first language.
- Flexible grouping
- Structured engagement
- Peer pairing
- Academic vocabulary development
- Realia

Support for Special Education Students:

Extra time or modified versions of assignments will be given. The District will provide an instructional assistant. Additional strategies will be developed through the Individual Education Plan process – such as:

- Realia
- Texts/materials in first language
- SDAIE strategies
- Flexible grouping
- Peer pairing
- Audio & visual aids
- Individualized academic instruction
- Modified assignments
- Modified texts
- Testing accommodations
- Tutoring (peer & teacher)

Stretching the Lesson for GATE Students:

Differentiated curriculum will be provided to challenge the student and provide the student with opportunities to develop their identified talent. Teachers will use a variety of the following:

- Independent study supplemented with mentoring/tutoring
- Compacting
- Acceleration
- Depth & Complexity icons
- Modified texts
- Modified assignments
- Flexible grouping
- Inquiry-based Learning
- Enriched materials and learning experiences

<end>

BOARD AGENDA

**REGULAR MEETING
July 21, 2011**

CONSENT ITEM

- TO:** **Board of Education**
- PRESENTED BY:** Mike Snellings, Assistant Superintendent, Educational Services Division
- SUBJECT:** **Approval of Contract for Supplemental Educational Services, Tutoring (2011-12)**
- GOAL:** Student Performance
- STRATEGIC PLAN:** Strategy #1 – Communication
Strategy #2 – Curriculum
- BACKGROUND:** The NCLB Act of 2001 requires Title I schools in Year 2 or more of Program Improvement to provide Supplemental Educational Services (SES), “Free Tutoring”, to eligible students based on economically disadvantaged status and performance on the California Standards Test.
- In order to meet Title I requirements, the District must provide parents with the option of choosing a tutor from the California Department of Education approved list of SES providers. The approved list of SES providers can be found on the California Department of Education website at: <http://www.cde.ca.gov/ta/ac/ti/ap/sspsearch.aspx>
- In 2010-11, 925 District students received SES services from 29 vendors at a cost of \$1,054,651.97 (Title I funds). Records indicate that students averaged 24 hours of services from their selected provider.
- SES will be offered at designated elementary sites (Crestmore, Grant, Lewis, Lincoln, Rogers, Wilson and Zimmerman) per 2011 California Standards Test results.
- Tutoring sessions are ongoing through April 2012.
- BUDGET IMPLICATIONS:** Title I Fund Expenditure: Rate based on SES per-pupil rate allocation
- RECOMMENDATION:** That the Board approve the contract for Supplemental Educational Services, Tutoring (2011-12).



California Department of
EDUCATION



Home » Testing & Accountability » Accountability » Supplemental Services » Provider Search » List of Providers

Supplemental Educational Services (SES) Provider Approved Providers for a District

These two links below will navigate you to the bottom of the page where you are able to download information for the years selected. Selecting the [Download Provider Detail Profiles in Excel file](#) will provide an Excel printout of all the profiles for all the approved providers in the years you have selected.

Selecting the [Download Provider Contact Information in Excel file](#) will provide the contact information for all the approved providers in the years you have selected. This includes: Contact Name, Business Name, E-mail addresses, Main Phone Number with extension (if provided), and Cell Phone (if provided). Other options are available for your selection in Download Provider Contact Information in Excel file. These optional fields include: Subject Areas, Grade Levels, Students Served, Time & Place of Service, Mode of Instructional Delivery, Hourly Rate Per Student, Maximum # Of Students Per Session, English Learners (ELs), Students with Disabilities (SWDs), and Online Provider.

[Download Provider Detail Profiles in Excel file](#)

[Download Provider Contact Information in Excel file](#)

County: **San Bernardino**
District: **Colton Joint Unified**

Check the approval periods that you want to search:

- 2010-2012 (7/1/2010 - 6/30/2012)
 2011-2013 (7/1/2011 - 6/30/2013)

Results 1 - 20 of 31

1 on 1 Academic Tutors

Contact: SES Manager
Address: 8721 Santa Monica Blvd, Suite #1500
Los Angeles, CA 90069
Phone: 866-918-8867
Email: SES@1on1AcademicTutors.com
Approval Status: 7/1/2010 - 6/30/2012

A A A ACADEMICS

Contact: Chris Masjedi
Address: 10850 Wilshire Blvd. Ste. 1025
Los Angeles, CA 90024
Phone: 310-622-4405
Email: aaaacademics@hotmail.com
Approval Status: 7/1/2010 - 6/30/2012

ABC Phonetic Reading School, Inc.

Contact: Laura Heidenreich
Address: 3127 N. 17th Avenue
Phoenix, AZ 85015-5803
Phone: 602-279-0057
Email: laurah@letread.com
Approval Status: 7/1/2010 - 6/30/2012

Able Academics

Contact: Monique C. Todd
Address: 23890 Copper Hill Drive#134
Valencia, CA 91354
Phone: 866-255-1279
Email: mtodd@ableacademics.com

Approval Status: 7/21/2010 - 6/30/2012

Academia de Servicios de Tutoria

Contact: Daniel York
Address: 2550 Corporate Pl.
Suite 108
Monterey Park, CA 91754
Phone: 800-293-3091
Email: info@academiadeserviciodetutoria.com
Approval Status: 7/1/2010 - 6/30/2012

Academic Advantage, The

Contact: SES Director
Address: PO Box 882045
Los Angeles, CA 90009
Phone: 866-788-8677 Ext. 112
Email: nclb@academicadvantage.com
Approval Status: 7/1/2010 - 6/30/2012

ACE Tutoring Services, Inc.

Contact: Jeff Wang
Address: 3576 Arlington Avenue, Suite 300
Riverside, CA 92506
Phone: 800-688-1103
Email: acetutoring@sbcglobal.net
Approval Status: 7/1/2010 - 6/30/2012

Acelerado Academic LLC.

Contact: Michael G. Martinez
Address: 5318 E. 2nd St.
#700
Long Beach, CA 90803
Phone: 562-597-3115
Email: info@aceleradoacademic.com
Approval Status: 7/1/2010 - 6/30/2012

Adelante Educational Services

Contact: Glen G. Hatton
Address: 22601 Summerfield
Mission Viejo, CA 92692
Phone: 888-254-0465
Email: glenh@adelanteed.net
Approval Status: 7/1/2010 - 6/30/2012

Advocates 4 Education

Contact: Barbara A. Martinez
Address: 5318 E 2nd Street
700
Long Beach, CA 90803
Phone: 562-597-3350
Email: info@advocates4education.com
Approval Status: 7/1/2010 - 6/30/2012

ATS Project Success

Contact: Renee Weaver-Wright
Address: 20674 Hall Rd.
Clinton Township, MI 48038
Phone: 586-465-9474 Ext. 268
Email: info@ATSProjectSuccessWorks.com
Approval Status: 7/21/2010 - 6/30/2012

Babbage Net School

Contact: Kabir S. Kassam
Address: 5940 W. Touhy
Suite 200
Niles, IL 60714

Phone: 847-559-7464 Ext. 2923
Email: Kabirk@brillianceacademy.net
Approval Status: 7/1/2010 - 6/30/2012

Carter, Reddy & Associates, Inc.

Contact: Raahul Reddy
Address: 24123 Greenfield Rd., Ste. 307
Southfield, MI 48075
Phone: 248-233-6370
Email: candr@crandassociates.org
Approval Status: 7/1/2010 - 6/30/2012

CVS Learning

Contact: Maria J. Trejo
Address: 42455 10th St. West, Ste. 105
Lancaster, CA 93534
Phone: 661-272-1225 Ext. 6002
Email: mtrejo@dschs.org
Approval Status: 7/1/2010 - 6/30/2012

CVW Learning

Contact: Maria J. Trejo
Address: 42455 10th St. West, Ste. 105
Lancaster, CA 93534
Phone: 661-272-1225 Ext. 6005
Email: mtrejo@dschs.org
Approval Status: 7/1/2010 - 6/30/2012

DS Learning

Contact: Julianna Knittel
Address: 42455 10th St. West, Ste. 105
Lancaster, CA 93534
Phone: 661-886-7976 Ext. 6001
Email: jknittel@dschs.org
Approval Status: 7/1/2010 - 6/30/2012

Healthy Families

Contact: Cheryl P. Dennis
Address: 1776 I Street, NW
9th Floor
Washington, DC 20006
Phone: 202-492-9297
Email: cdennis@healthyfamiliescal.com
Approval Status: 7/1/2010 - 6/30/2012

Imagine Learning, Inc.

Contact: Susan W. Preator
Address: 191 River Park Drive
Provo, UT 84604
Phone: 801-377-5071
Email: susan.preator@imaginelearning.com
Approval Status: 7/1/2010 - 6/30/2012

JPS Ventures Inc., DBA: SylvanLearning Center

Contact: Lisa S. White
Address: 413 E. Palm Avenue
Redlands, CA 92373
Phone: 909-792-9669
Email: lsylvan503@aol.com
Approval Status: 7/1/2010 - 6/30/2012

L.E.A.P.S LEARNING SERVICES

Contact: Eric Howard
Address: 2335 West Foothill Blvd, Suite 8
Upland, CA 91786
Phone: 909-931-1600
Email: eric@leapses.com

BOARD AGENDA

**REGULAR MEETING
July 21, 2011**

CONSENT ITEM

TO: **Board of Education**

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

SUBJECT: **Approval of the 2011-12 School Plans for Student Achievement (SPSA) Abstracts for Categorical Programs for all Elementary and Secondary Schools**

GOAL: Improved Student Performance

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

BACKGROUND: The School Board must annually approve all Single Plans for Student Achievement. Abstracts of the 2011-12 School Plans are submitted for Board review and approval.

BUDGET IMPLICATIONS: No impact to the General Fund

RECOMMENDATION: That the Board approve the 2011-12 School Plans for Student Achievement (SPSA) abstracts for categorical programs for all elementary and secondary schools.

Alice Birney Elementary School Abstract 2011 - 2012

Funding Sources Include:

EIA/SCE	\$93,890	EIA/LEP	\$93,890	Title I	\$285,819	Title II	\$104,041
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How will your school use the above funds to support increased student achievement?

Language Arts/English Action Steps:

1. Teacher on Assignment (half of job requirements – see EL #1) to coach teachers and work with students (salary and benefits)	Title I \$53,232
2. Extra duty for teachers, retired teachers and classified personnel to support programs that facilitate school wide progress towards API/AYP goals, academic achievement and facilitating and maintaining school wide programs (hourly wage and benefits).	EIA/SCE \$ 5566
	Title I \$6566
3. Extra duty for teachers and retired teachers to provide targeted students with intensive intervention and academic support during intersession and before, during and after school (hourly wage and benefits).	EIA/SCE \$7788
4. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies, printing, subscriptions, licenses, and maintenance of categorical materials aligned to state standards or that promote student achievement.	EIA/SCE \$7050
	Title I \$27,283
5. Extra hours for Library Media Technician to provide additional literature experiences for students. (salary and benefits)	Title I \$9205
6. Supplemental books and materials for library	Title I \$1250

Mathematics Action Steps:

1. Extra duty for teachers to provide targeted students with intensive intervention and academic support during intersession, before, during and after school (hourly wage and benefits).	EIA/SCE \$7788
2. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies, printing, subscriptions, licenses, and maintenance of categorical materials aligned to state standards or that promote student achievement.	EIA/SCE \$5000
	Title I \$4000

English Language Learners Action Steps:

1. Teacher on Assignment (half of job requirements – see ELA #1) to monitor the EL program, coach teachers and work with students (salary and benefits).	EIA/LEP \$53,232
2. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies aligned to state standards or that promotes student achievement.	EIA/LEP \$16,536
3. Extra duty for retired teacher to provide targeted academic support.	EIA/LEP \$8295

Alice Birney Elementary School Abstract 2011 - 2012

Special Education Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching. (daily pay and benefits)	Title I \$2669
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Parent Involvement Action Steps:

1. Community Liaison to facilitate school to home communication and assist parents in accessing community resources. (salary, benefits and extra duty)	Title I \$15,221
2. Parent workshops and curricular events; childcare, refreshments, materials and extra duty/benefits for teacher presenter(s).	EIA/LEP \$500
	Title I \$2659
3. Printing and translating parent involvement and communication items such as newsletters, the Parent Involvement Policy, Home and School Compact, student planners and home/school support materials.	EIA/LEP \$1688
	Title I \$10650
4. Translators/translation services and substitutes for teachers to meet with parents of underperforming students regarding their child's progress. (include benefits)	EIA/LEP \$6283
	Title I \$4448

Administering Programs:

1. Curriculum Program Specialist coordinates and facilitates programs, maintains compliance records, and provides support for students, parents and staff through workshops, coaching and targeted instruction (salary and benefits).	Title I \$117,470
2. Project Office Assistant maintains records and equipment, processes orders for materials, provides supplemental resources and facilitates programs (salary and benefits).	EIA/SCE \$50,025
	Title I \$8829

Other:

1. Awards to support student achievement and positive decision making that facilitates achievement to move students into and to maintain proficiency. 50% of cost must be allocated in other funds such as lottery or donations.	EIA/SCE \$6577
2. Teacher salary-class size reduction	Title II \$104,041

Staff Development Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching in English/language arts and mathematics.	EIA/LEP \$7356
	EIA/SCE \$4096
	Title I \$22,337
2. Curriculum Program Specialist and Teacher on Assignment to provide coaching and staff development in ELA/Mathematics.	Salary and benefits included in other categories.

Cooley Ranch Elementary School Abstract 2011-2012

Funding Sources Include:

EIA/SCE	\$23,365
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EIA/LEP	\$23,365
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How will your school use the above funds to support increased student achievement?

Language Arts/English Action Steps:

1. Extra duty for teachers, and instructional assistants to provide targeted students with intensive ELA instruction during intersession, before, and/or after school. (include benefits)	EIA/LEP \$ 17,835
	EIA/SCE \$ 14,865
2. Supplemental materials, including technology and materials for intensive instruction, and test preparation directly aligned to ELA state grade level standards.	EIA/LEP \$
	EIA/SCE \$ 2,000
3. Supplemental books, technology and materials for library	EIA/LEP \$ 400
	EIA/SCE \$ 1,500

Parent Involvement Action Steps:

2. Parent workshops and curricular events; childcare, refreshments (for parents only), materials and extra duty for teacher presenter(s). (include benefits for extra duty)	EIA/LEP \$
	EIA/SCE \$ 500

Other:

1. Modest student awards for improved academic achievement in English /language arts and mathematics (no food or trips). 50% of cost must be allocated in other funds such as lottery or donations.	EIA/LEP \$
	EIA/SCE \$ 500

Staff Development Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching in English/language arts and mathematics. (include benefits)	EIA/LEP \$ \$5,130
	EIA/SCE \$ \$4,000

Crestmore Elementary School Abstract 2011-2012

Funding Sources Include:

EIA/SCE	\$106,537	EIA/LEP	\$106,537	Title I	\$292,866	Title II	\$70,973
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How will your school use the above funds to support increased student achievement?

Language Arts/English Activities and Personnel:

1. 3 Teachers on Assignment to work directly with students, monitor student progress, and to provide staff development through teacher coaching and demonstration lessons to improve student achievement in ELA, Math and ELD. (salary and benefits)	EIA/LEP \$52,884
	EIA/SCE \$52,885
	Title I \$183,605
2. Extra duty for teachers, substitutes, retired teachers and instructional assistants to provide targeted students with intensive intervention during intersession, before, and after school.	EIA/LEP \$2,400
	EIA/SCE \$14,075
	Title I \$10,000
3. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/LEP \$10,012
	EIA/SCE \$12,160
	Title I \$12,000
4. Classroom books	Title I \$3,600
5. Substitutes for staff development, teacher collaboration, and coaching	Title I \$30,000
6. Books, furniture and materials for library	EIA/LEP \$1,900
	EIA/SCE \$3,000
	Title I \$5,000
7. Staff Development, conferences, and ongoing inservice for all staff (may not be one-day conferences)	EIA/LEP \$2,200
	Title I \$10,000

Mathematics Activities and Personnel:

1. 3 Teachers on Assignment to work directly with students, monitor student progress, and to provide staff development through teacher coaching and demonstration lessons to improve student achievement in ELA, Math and ELD. (salary and benefits)	See ELA #1
2. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/SCE \$9,399

Crestmore Elementary School Abstract 2011-2012

Page 2

English Language Learners Activities and Personnel:

1. 3 Teachers on Assignment to work directly with students, monitor student progress, and to provide staff development through teacher coaching and demonstration lessons to improve student achievement in ELA, Math and ELD. (salary and benefits)	See ELA #1
2. Language Assistant to assist EL students	EIA/LEP \$19,775
2. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/LEP \$9,364
	EIA/SCE \$9398
	Title I \$11,589

Parent Involvement Activities and Personnel (1% of Title 1 budget):

1. Workshops and curricular events; childcare, refreshments, and materials. Extra duty for teacher presenter (s).	EIA/LEP \$5,002
	EIA/SCE \$3,420
	Title I \$6072
2. Support parent involvement and communication through SSC, ELAC, Parent Involvement Policy including Home/School Compact, Weekly Parent Coffee Hour, Monthly Family Curriculum Nights, parent classes and newsletters.	Title I \$3,000
3. Meet with parents regarding their child through RTI ² , SSTs and provide translators and substitutes for teachers	EIA/LEP \$3,000
	Title I \$4,000

Administering Programs:

1. Extra duty for Project Office Assistant to maintain records and equipment, processes orders for materials, and facilitates programs.	Title I \$2,000
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Other:

1. Modest student awards for academic achievement in language arts/English, mathematics and attendance (no food or trips)	EIA/SCE \$2,200
	Title I \$4,000
2.. Teacher salary	Title II \$70,973

Michael D'Arcy Elementary School Abstract 2011-2012

Funding Sources Include:

EIA/SCE	\$31,511
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EIA/LEP	\$31,511
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How will your school use the above funds to support increased student achievement?

Language Arts/English Action Steps:

1. Extra duty for teachers, and instructional assistants to provide targeted students with intensive ELA instruction during intersession, before, and/or after school. (include benefits)	EIA/LEP \$ 3,000
	EIA/SCE \$ 3,000
2. Supplemental materials, technology, including materials for intensive instruction, and test preparation directly aligned to ELA state grade level standards.	EIA/LEP \$
	EIA/SCE \$ 5, 500

Mathematics Action Steps:

1. Extra duty for teachers, and instructional assistants to provide targeted students with intensive math instruction during intersession, before, and/or after school. (include benefits)	EIA/LEP \$ 2,000
	EIA/SCE \$ 3,000
2. Supplemental materials, technology, including materials for intensive instruction, and test preparation directly aligned to mathematics grade level content standards.	EIA/LEP \$
	EIA/SCE \$ 4,500

English Language Learners Action Steps:

1. Language Assistant to assist EL students (salary and benefits)	EIA/LEP \$ 19,027
	EIA/SCE \$
2. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to ELA and/or math state grade level standards and ELD guidelines.	EIA/LEP \$ 1,700
	EIA/SCE \$

Special Education Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching. (include benefits)	EIA/LEP \$ 1,000
	EIA/SCE \$ 1,000

Parent Involvement Action Steps:

1. Parent workshops and curricular events; childcare, refreshments (for parents only), materials and extra duty for teacher presenter(s). (include benefits for extra duty)	EIA/LEP \$ 1,000
	EIA/SCE \$ 994
2. Substitutes for teachers to meet with parents of underperforming students regarding their child's progress for RTI ² and SST meetings. (include benefits)	EIA/LEP \$ 1,000
	EIA/SCE \$ 2,000

Administering Programs:

1. Project Office Assistant to maintain categorical records and equipment, process purchase orders, and facilitate programs. (salary and benefits)	EIA/LEP \$
	EIA/SCE \$ 8,057

Staff Development Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching in English/language arts and mathematics. (include benefits)	EIA/LEP \$ 2,784
	EIA/SCE \$ 3,460

<p>Grand Terrace Elementary School Abstract 2011-2012</p>

Funding Sources Include:

EIA/SCE	\$36,441	EIA/LEP	\$36,441
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How will your school use the above funds to support increased student achievement?

Language Arts/English Action Steps:

4. Supplemental materials, including technology and materials for intensive instruction, and test preparation directly aligned to ELA state grade level standards.	EIA/LEP \$ 17,441
	EIA/SCE \$ 5,282

Parent Involvement Action Steps:

1. Parent workshops and curricular events; childcare, refreshments (for parents only), materials and extra duty for teacher presenter(s). (include benefits for extra duty)	EIA/LEP \$ 1,000
	EIA/SCE \$1,000

Administering Programs

1. Project Office Assistant to maintain categorical records and equipment, process purchase orders, and facilitate programs. (salary and benefits)	EIA/LEP \$ 4,720
	EIA/SCE \$18,882

Staff Development Action Steps

1. Substitutes for staff development, teacher collaboration, and coaching in English/language arts and mathematics. (include benefits)	EIA/LEP \$ 13,280
	EIA/SCE \$ 11,277

U. S. Grant Elementary School Abstract
2011 – 2012

Funding Sources Include:

EIA/SCE (7090)	\$55,519
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EIA/LEP	\$55,519
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Title I	\$233,353
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How will your school use the above funds to support increased student achievement?

Language Arts/English Action Steps:

1. One Teacher on Assignment to coach teachers and work with students (salary and benefits)	EIA/LEP \$ 38,835
	EIA/SCE \$ 16,646
	Title I \$ 55,438
3. Extra hours for Library Media Technician to provide additional literature experiences for students. (salary and benefits)	Title I \$ 6,438
4. Extra duty for teachers to provide targeted students with intensive ELA instruction during intersession, before, and/or after school. (include benefits)	EIA/SCE \$ 4,352
5. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to ELA state grade level standards.	Title I \$ 6,000

Mathematics Action Steps:

1. Extra duty for teachers, and instructional assistants to provide targeted students with intensive math instruction during intersession, before, and/or after school. (include benefits)	EIA/SCE \$ 4,351
2. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to mathematics grade level content standards.	Title I \$ 6,000

English Language Learners Action Steps:

1. Language Assistant to assist EL students (salary and benefits)	EIA/LEP \$ 14,923
2. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to ELA and/or math state grade level standards and ELD guidelines.	EIA/LEP \$ 1,761

Parent Involvement Action Steps

1. Community Liaison to facilitate school to home communication and assist parents in accessing community resources. (salary and benefits)	Title I \$ 26,677
2. Parent workshops and curricular events; childcare, refreshments (for parents only), materials and extra duty for teacher presenter(s). (include benefits for extra duty)	Title I \$ 3,100

U. S. Grant Elementary School Abstract
2011 - 2012

3. Printing and translating parent involvement and communication items such as newsletters, the Parent Involvement Policy, Home and School Compact, and student planners.	Title I \$ 400
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4. Translators and substitutes for teachers to meet with parents of underperforming students regarding their child's progress. (include benefits)	Title I \$ 2,000
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Administering Programs

1. Curriculum Program Specialist to coordinate categorical programs, maintain compliance records, provide support for students, parents and staff, work with students and coach teachers. (salary and benefits)	EIA/SCE \$ 30,170
	Title I \$ 90,511

Other:

1. Supplemental technology to support classroom instruction: including, but not limited to online subscriptions, document cameras, LCD projectors, computers and peripheral equipment, and audio players.	Title I \$ 5,000
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Staff Development Action Steps

1. Substitutes for staff development, teacher collaboration, and coaching in English/language arts and mathematics. (include benefits)	Title I \$ 20,000
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2. Staff Development or conferences outside of district for all staff (may not be one-day conferences) directly aligned to ELA and math grade level content standards and ELD guidelines.	Title I \$11,789
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Ruth Grimes Elementary School Abstract 2011-2012

Funding Sources Include:

EIA/SCE	\$58,735	EIA/LEP	\$58,735	Title I	\$202,422
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How will your school use the above funds to support increased student achievement?

Language Arts/English Activities and Personnel:

1. One Teacher on Assignment to provide expertise, and coaching for teachers and work with identified, targeted students (salary and benefits)	Title I \$79,931
2. Extra duty for teachers and substitutes to provide targeted students with intensive intervention during intersession, before, and after school.	Title I \$6000.
	EIA/SCE \$9,690
3. Supplemental materials, technology and activities including intensive intervention, extended learning activities and assemblies directly aligned to state standards	Title I \$2,000
	EIA/SCE \$4,454
	EIA/LEP \$4,258
4. Books and materials for the library and classrooms	EIA/LEP \$500
5. Staff Development, conferences, and ongoing in service for all staff (may not be one-day conferences); and substitutes for staff development, teacher collaboration, and coaching	Title I \$13,636
	EIA/SCE \$500

Mathematics Activities and Personnel:

1. Extra duty for teachers and substitutes to provide targeted students with intensive intervention during intersession, before, and after school.	Title I \$2,112
	EIA/SCE \$1,000
	EIA/LEP \$2,510
2. Supplemental materials, books, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	Title I \$1,043
	EIA/LEP \$2,000
3. Staff Development, conferences, and ongoing inservice for all staff (may not be one-day conferences) and substitutes for staff development, teacher collaboration, and coaching	Title I \$7,235
	EIA/LEP \$1,000

Ruth Grimes Elementary School Abstract 2011-2012

English Language Learners Activities and Personnel:

1. One Teacher on Assignment to provide expertise, coaching and support for teachers and work with ELs by providing SDAIE and ELD support through in class and pull out models (salaries and benefits)	EIA/LEP \$ 39,967
	EIA/SCE \$ 39,967
2. One TWBI Support Teacher to provide ELD support to targeted students and coaching support to teachers.	Title I \$83,165
3. Staff Development, conferences, and ongoing inservice for all staff (may not be one-day conferences) and substitutes for staff development, teacher collaboration, and coaching	Title I \$500
4. Supplemental materials, books, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/LEP \$6,000
	EIA/SCE \$1,624
5. Extra duty for teachers and substitutes to administer the CELDT	Title I \$500
	EIA/LEP \$500

Parent Involvement Activities and Personnel:

1. Qualified employees to translate and interpret for parent involvement activities, workshops and meetings (extra duty)	EIA/LEP \$500
2. Parent/Family workshops and curricular events; childcare, refreshments, and materials (extra duty for teacher presenter(s) and childcare employees)	EIA/LEP \$1,000
3. Meet with parents regarding their child through RTI ² , SSTs and provide translators and substitutes for teachers	EIA/SCE \$1,500

Administering Programs:

1. Additional time for the Health Assistant to provide health services to students and provide additional health resources to the parents	Title I \$6,000
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Other:

1. Modest student awards for academic achievement in language arts/English, mathematics and attendance (no food or trips)	Title I \$300
2. Supplemental materials to support core curriculum.	EIA/LEP \$500

Jurupa Vista Elementary School Abstract 2011 - 2012

Funding Sources Include:

EIA/SCE	\$45,016	EIA/LEP	\$45,016
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How will your school use the above funds to support increased student achievement?

Language Arts/English Action Steps:

3. Extra duty for teachers, and instructional assistants to provide targeted students with intensive ELA instruction during intersession, before, and/or after school. (include benefits)	EIA/LEP \$6,000
	EIA/SCE \$8,000
4. Supplemental materials, including technology, materials for intensive instruction, and test preparation directly aligned to ELA state grade level standards.	EIA/LEP \$5,600
	EIA/SCE \$6,346

English Language Learners Action Steps

1. Language Assistant to assist EL students (salary and benefits)	EIA/LEP \$ \$27,541
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Parent Involvement Action Steps:

2. Parent workshops and curricular events; childcare, refreshments (for parents only), materials and extra duty for teacher presenter(s). (include benefits for extra duty)	EIA/LEP \$475
3. Printing and translating parent involvement and communication items such as newsletters, the Parent Involvement Policy, Home and School Compact, and student planners.	EIA/LEP \$500

Administering Programs:

2. Project Office Assistant to maintain categorical records and equipment, process purchase orders, and facilitate programs. (salary and benefits)	EIA/SCE \$24,170
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Other:

1. Modest student awards for improved academic achievement in English /language arts and mathematics (no food or trips). 50% of cost must be allocated in other funds such as lottery or donations.	EIA/LEP \$500
	EIA/SCE \$500

Staff Development Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching in English/language arts and mathematics. (include benefits)	EIA/LEP \$4,400
	EIA/SCE \$6,000

Mary B. Lewis Elementary School Abstract 2011 – 2012

EIA/SCE	\$83,600
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EIA/LEP	\$83,600
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Title I	\$281,512
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How will your school use the above funds to support increased student achievement?

Language Arts/English Action Steps:

1. One Teacher on Assignment to provide expertise, and coaching for teachers and work with identified, targeted students (salary and benefits)	Title I \$99,791
2. The Curriculum Program Specialist to work with identified, targeted students (salary and benefits)	Title I \$36,470
3. The Instructional Assistant (Computer Aided Technician) to provide supplemental technology experiences for the students (salary and benefits)	Title I \$17,280
4. Provide identified, focus students with intensive intervention instruction during intersession, before school, and after school (extra duty for teachers, substitutes, retired teachers and instructional assistants including benefits)	EIA/SCE \$8,945 EIA/LEP \$5,723 Title I \$10,490
5. Supplemental materials, books, equipment, technology and activities including intensive intervention, extended learning activities and test prep directly aligned to state standards	EIA/SCE \$12,512
	Title I \$10,419

Mathematics Action Steps:

1. The Instructional Assistant (Computer Aided Instruction) to provide supplemental technology experiences for the students (salary and benefits)	Title I \$17,279
2. Provide identified, focus students with intensive intervention instruction during intersession, before school, and after school (extra duty for teachers, substitutes, retired teachers and instructional assistants including benefits)	EIA/SCE \$4,560
	Title I \$5,000
3. Supplemental materials, books, equipment, technology and activities including intensive instruction intervention, extended learning activities and test prep directly aligned to state standards	EIA/SCE \$5,000
	Title I \$5,000

English Language Learners Action Steps:

1. One Curriculum Program Specialist to provide expertise, coaching and support for teachers and work with ELs by providing SDAIE and ELD support through in class and pull out models (salary and benefits)	EIA/SCE \$31,969
	EIA/LEP \$10,472

Mary B. Lewis Elementary School Abstract 2011 - 2012

2. Language Assistant to provide support to ELs by assisting with providing SDAIE and ELD support through in class and pull out models (salaries and benefits)	EIA/LEP \$37,226
3. Supplemental materials, books, equipment, technology and activities including intensive instruction intervention, extended learning activities and test prep directly aligned to state standards.	EIA/LEP \$8,803
4. Qualified staff to administer and score the CELDT (salaries and benefits)	EIA/LEP \$4,00

Special Education Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching	EIA/SCE \$1,000
2. Supplemental materials, books, equipment, technology and activities including intensive instruction intervention, extended learning activities and test prep directly aligned to state standards.	EIA/SCE \$1,000

Parent Involvement Actions Steps:(1% of Title 1 allocation)

1. Qualified employees to translate and interpret for parent involvement activities, workshops and meetings (extra duty)	Title I \$2,400
2. Workshops and curricular events; childcare, refreshments, and materials (extra duty for teacher presenter(s) and childcare employees)	Title I \$5,340
	EIA/LEP \$1,540
3. Support parent involvement and communication through SSC, ELAC, Parent Involvement Policy including Home/School Compact, newsletters, student planners, and flyers	Title I \$1,650

Administering Programs (not more than 15% of each budget):

1. Curriculum Program Specialist coordinates programs, maintains compliance records and provides support for students, parents and staff	EIA/SCE \$5,000
	EIA/LEP \$2,000
	Title I \$38,370
2. Project Office Assistant maintains records and equipment, processes orders for materials, and support for the project programs, students, and staff	EIA/SCE \$3,871
	EIA/LEP \$3,871
	Title I \$3,871

Other:

1. Additional two hour for the Health Assistant to provide health services to students and provide additional health resources to the parents	EIA/SCE \$9,743
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Staff Development Action Steps (must be 10% of allocation):

1. Substitutes, consultants and trainings for staff development, teacher	EIA/LEP 9,965
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Abraham Lincoln Elementary School Abstract 2011-2012

Funding Sources Include:

EIA/SCE	\$75,218	EIA/LEP	\$78,836	Title I	\$240,142	Title II	\$94,557
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How will your school use the above funds to support increased student achievement?

Language Arts/English Action Steps:

1. <u>2</u> Teacher(s) on Assignment to coach teachers and work with students (salary and benefits)	EIA/LEP \$51,141 Title I \$158,308
2. Instructional Assistant to assist at risk students (salary and benefits)	EIA/SCE \$16, 881 Title I \$18,846
3. Extra duty for teachers, and instructional assistants to provide targeted students with intensive ELA instruction during intersession, before, and/or after school. (include benefits)	EIA/LEP \$5,000 EIA/SCE \$2,000 Title I \$4,000
4. Supplemental materials, technology and activities, including materials for intensive instruction, and test preparation directly aligned to ELA state grade level standards.	EIA/LEP \$6,000 EIA/SCE \$500 Title I \$1,500
5. Supplemental assemblies/programs directly aligned to state standards.	EIA/SCE \$500 Title I \$500
6. Supplemental books and materials for library	Title I \$2,000
7. Extra duty pay for Leadership Team to prepare materials, lessons, and attend Leadership meetings past their contract time.	Title I \$3,800

Mathematics Action Steps:

1. Extra duty for teachers, and instructional assistants to provide targeted students with intensive math instruction during intersession, before, and/or after school. (include benefits)	EIA/SCE \$7,000 Title I \$1,000
2. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to mathematics grade level content standards.	EIA/LEP \$5,000 EIA/SCE \$500 Title I \$4,000

English Language Learners Action Steps:

1. Language Assistant to assist EL students (salary and benefits)	EIA/SCE \$15,546
2. Supplemental materials, technology and activities including materials for intensive instruction, and test preparation directly aligned to ELA and/or math state grade level standards and ELD guidelines.	EIA/LEP \$3,955 EIA/SCE \$2,307 Title I \$359
3. Extra duty for teachers and language assistant to oversee the CELDT process, including reclassification process of English Language Learners and English Language Learner staff development.	EIA/LEP \$5,000

Abraham Lincoln Elementary School Abstract 2011-2012

Special Education Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching. (include benefits)	EIA/SCE \$500
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Parent Involvement Action Steps:

1. Community Liaison to facilitate school to home communication and assist parents in accessing community resources. (salary and benefits)	Title I \$13,220
2. Parent workshops and curricular events; childcare, refreshments (for parents only), materials and extra duty for teacher presenter(s). (include benefits for extra duty)	EIA/LEP \$1,740
	Title I \$700
3. Printing and translating parent involvement and communication items such as newsletters, the Parent Involvement Policy, Home and School Compact, and student planners.	Title I \$1,000
4. Translators and substitutes for teachers to meet with parents of underperforming students regarding their child's progress. (include benefits)	EIA/LEP \$800
	Title I \$500
5. Planners for students in grades 4-6 and Homework folders for students in grades K-6 for on-going parent communication.	Title I \$800

Administering Programs:

1. Project Office Assistant to maintain categorical records and equipment, process purchase orders, and facilitate programs. (salary and benefits)	EIA/SCE \$19, 447
	Title I \$19, 164

Other:

1. Modest student awards for improved academic achievement in English /language arts and mathematics (no food or trips). 50% of cost must be allocated in other funds such as lottery or donations.	Title I \$1,000
2. Teacher salary-class size reduction	Title II \$94,557

Staff Development Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching in English/language arts and mathematics. (include benefits)	EIA/SCE \$5,037
	Title I \$7,645
2. Staff Development or conferences outside of district for all staff (may not be one-day conferences) directly aligned to ELA and math grade level content standards and ELD guidelines.	Title I \$1,000
3. Professional Development materials such as professional development books.	Title I \$1,000

McKinley Elementary School Abstract 2011-2012

Funding Sources Include:

EIA/SCE	\$60,450
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EIA/LEP	\$60,450
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Title I	\$216,909
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Title II	\$106,313
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How will your school use the above funds to support increased student achievement?

Language Arts/English Action Steps:

1. 1 Teacher on Assignment to coach teachers and work with students (salary and benefits)	Title I \$ 90,656
2. Extra duty for teachers, and instructional assistants to provide targeted students with intensive ELA instruction during intersession, before, and/or after school. (include benefits)	EIA/LEP \$ 2,500
	Title I \$ 3,340
3. Supplemental materials, including materials for intensive instruction, technology and test preparation directly aligned to ELA state grade level standards.	EIA/SCE \$ 8,008
	Title I \$ 26,431
4. Supplemental books and materials for library	Title I \$ 2,000

Mathematics Action Steps:

1. Extra duty for teachers, and instructional assistants to provide targeted students with intensive math instruction during intersession, before, and/or after school. (include benefits)	EIA/LEP \$ 2,500
	Title I \$ 3,340
2. Supplemental materials, including materials for intensive instruction, technology and test preparation directly aligned to mathematics grade level content standards.	EIA/SCE \$ 8,009
	Title I \$ 26,430

English Language Learners Action Steps:

1. Language Assistant to assist EL students (salary and benefits)	EIA/LEP \$ 30,751
2. Supplemental materials, including materials for intensive instruction, technology and test preparation directly aligned to ELA and/or math state grade level standards and ELD guidelines.	EIA/LEP \$ 19,699
	Title I \$ 34,003

Parent Involvement Action Steps:

1. Parent workshops and curricular events; childcare, refreshments (for parents only), materials and extra duty for teacher presenter(s). (include benefits for extra duty)	EIA/SCE \$ 650
	Title I \$ 1,000
2. Printing and translating parent involvement and communication items such as newsletters, the Parent Involvement Policy, Home and School Compact, and student planners.	Title I \$ 2,000

McKinley Elementary School Abstract 2011-2012

Administering Programs:

1. Project Office Assistant to maintain categorical records and equipment, process purchase orders, and facilitate programs. (salary and benefits)	EIA/SCE \$ 43,783
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Other:

1. Modest student awards for improved academic achievement in English /language arts and mathematics (no food or trips). 50% of cost must be allocated in other funds such as lottery or donations.	Title I \$ 5,000
2. Teacher salary-class size reduction	Title II \$106,313

Staff Development Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching in English/language arts and mathematics. (include benefits)	Title I \$ 22,709
2. Staff Development or conferences outside of district for all staff (may not be one-day conferences) directly aligned to ELA and math grade level content standards and ELD guidelines.	EIA/LEP \$ 5,000

Reche Canyon Elementary School Abstract 2011-2012

Funding Sources Include:

EIA/SCE	\$32,264
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EIA/LEP	\$32,264
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How will your school use the above funds to support increased student achievement?

Language Arts/English Activities and Personnel:

1. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/LEP \$ 1,644 (shared)
	EIA/SCE \$ 18,020 (shared)

Mathematics Activities and Personnel:

1. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/LEP \$ 1,644 (shared w/ELA)
	EIA/SCE \$ 18,020 (shared w/ELA)

English Language Learners Activities and Personnel:

1. Language Assistant to assist EL students	EIA/LEP \$ 30,620
	EIA/SCE \$ 6,125
2. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/LEP \$ 1,644 (shared)
	EIA/SCE \$ 18,020 (shared)

Parent Involvement Activities and Personnel:

1. Meet with parents regarding their child through RTI ² , SSTs and provide translators and substitutes for teachers	EIA/SCE \$ 800
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Administering Programs:

1. Project Office Assistant maintains records and equipment, processes orders for materials, and facilitates programs.	EIA/SCE \$ 5,719
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Other:

1. Modest student awards for academic achievement in language arts/English, mathematics and attendance (no food or trips)	EIA/SCE \$ 1,600
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Rogers Elementary School Abstract 2011-2012

Funding Sources Include:

EIA/SCE	\$54,662	EIA/LEP	\$54,662	Title I	\$241,967
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How will your school use the above funds to support increased student achievement?

Language Arts/English Activities and Personnel:

1. Extra duty for teachers, substitutes, retired teachers and instructional assistants to provide targeted students with intensive intervention during intersession, before, and after school.	Title I \$5,500
2. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/SCE \$4,974
	Title I \$37,750
3. Substitutes for staff development, teacher collaboration, and coaching	Title I \$20,000
4. Staff Development, conferences, and ongoing inservice for all staff (may not be one-day conferences)	Title I \$5,729
5. Books and materials for library	EIA/SCE \$ 3,000
6. Staff Development, conferences, and ongoing inservice for all staff (may not be one-day conference)	Title I \$ 3,500

Mathematics Activities and Personnel:

1. Extra duty for teachers, substitutes and instructional assistants to provide targeted students with intensive intervention during intersession, before, and after school.	Title I \$3,300
2. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/SCE \$1,658
	Title I \$19,665
3. Substitutes for staff development, teacher collaboration, and coaching	Title I \$10,000
4. Staff Development, conferences, and ongoing inservice for all staff (may not be one-day conferences)	Title I \$2,500

Rogers Elementary School Abstract 2011-2012

English Language Learners Activities and Personnel:

1. Language Assistant to assist EL students	EIA/LEP \$ 33,253
2. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/LEP \$ 7,330
	Title I \$2,500
3. Extra duty for teachers, substitutes and language assistants.	EIA/LEP \$14,079
	Title I \$ 1,500

Parent Involvement Activities and Personnel:

2. Workshops and curricular events; childcare, refreshments, and materials. Extra duty for teacher presenter (s).	Title I \$2,100
3. Support parent involvement and communication through SSC, ELAC, Parent Involvement Policy including Home/School Compact and newsletters.	Title I \$6,000
4. Meet with parents regarding their child through RTI ² , SSTs and provide translators and substitutes for teachers	Title I \$3,000

Administering Programs:

1. Curriculum Program Specialist coordinates programs, maintains compliance records and provides support for students, parents and staff.	Title I \$117,197
2. Project Office Assistant maintains records and equipment, processes orders for materials, and facilitates programs.	EIA/SCE \$ 44,230
	Title I \$ 7,455

Other:

1. Modest student awards for academic achievement in language arts/English, mathematics and attendance (no food or trips)	EIA/SCE \$800
	Title I \$1,500

Smith Elementary School Abstract 2011-2012

Funding Sources Include:

EIA/SCE	\$82,529
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EIA/LEP	\$82,529
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Title I	\$247,057
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How will your school use the above funds to support increased student achievement?

Language Arts/English Action Steps:

1. One Teacher on Assignment to coach teachers and work with students (salary and benefits)	EIA/LEP \$69,139
	EIA/SCE \$24,292
	Title I \$
2. Extra duty for teachers, and instructional assistants to provide targeted students with intensive ELA instruction during intersession, before, and/or after school. (include benefits)	Title I \$19,893+Math/EL/Special ed
3. Supplemental materials, including materials for intensive instruction, test preparation directly aligned to ELA state grade level standards, technology including but not limited to, LCD projectors, ELMO's, computers and software.	EIA/LEP \$13,272+Math/EL/Special ed
	EIA/SCE \$13,901+Math/EL/Special ed
	Title I \$9,157+Math/EL/Special ed

Mathematics Action Steps:

1. Extra duty for teachers, and instructional assistants to provide targeted students with intensive math instruction during intersession, before, and/or after school. (include benefits)	See ELA #2
2. Supplemental materials, including materials for intensive instruction, test preparation directly aligned to mathematics grade level content standards, technology including but not limited to, LCD projectors, ELMO's, computers and software.	See ELA #3

English Language Learners Action Steps:

1. Language Assistant to assist EL students (salary and benefits)	EIA/LEP \$36,137
2. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to ELA and/or math state grade level standards and ELD guidelines.	See ELA #3

Special Education Action Steps:

1. Extra duty for teachers, and instructional assistants to provide targeted students with intensive ELA instruction during intersession, before, and/or after school. (include benefits)	See ELA #2
2. Supplemental materials, including materials for intensive instruction, test preparation directly aligned to ELA state grade level standards, technology including but not limited to, LCD projectors, ELMO's, computers and software.	See ELA #3

Smith Elementary School Abstract 2011-2012

Parent Involvement Action Steps:

2. Parent workshops and curricular events; childcare, refreshments (for parents only), materials and extra duty for teacher presenter(s). (include benefits for extra duty)	Title I \$5,000
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Administering Programs:

1. Curriculum Program Specialist to coordinate categorical programs, maintain compliance records, provide support for students, parents and staff, work with students and coach teachers. (salary and benefits)	Title I \$103,479
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2. Project Office Assistant to maintain categorical records and equipment, process purchase orders, and facilitate programs. (salary and benefits)	Title I \$43,298
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3. Additional hours for Health Assistant to provide supplemental health services to students. (salary and benefits)	Title I \$12,253
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4. IACAI-Instructional Assistant-Computer Assisted Instruction to facilitate the use of technology in support of raising student achievement in ELA and mathematics (salary and benefits)	Title I \$43,517
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Other:

1. Modest student awards for improved academic achievement in English /language arts and mathematics (no food or trips). 50% of cost must be allocated in other funds such as lottery or donations.	Title I \$1,600
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Staff Development Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching in English/language arts and mathematics. (include benefits)	EIA/SCE \$8,000
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Sycamore Hills Elementary School Abstract 2011-2012

Funding Sources Include:

EIA/SCE	\$ 66,237
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EIA/LEP	\$ 66,237
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How will your school use the above funds to support increased student achievement?

Language Arts/English Action Steps:

1. Extra hours for teachers and work with students (salary and benefits)	EIA/LEP \$ 6,000
2. Extra duty for teachers, and instructional assistants to provide targeted students with intensive ELA instruction during intersession, before, and/or after school. (include benefits)	EIA/LEP \$ 10,000
3. Supplemental materials, including technology and other materials for intensive instruction, and test preparation directly aligned to ELA state grade level standards.	EIA/LEP \$ 20,997 EIA/SCE \$ 21,938
4. Supplemental books and materials for library	EIA/LEP \$ 400 EIA/SCE \$ 2,400

Mathematics Action Steps:

1. Extra duty for teachers, and instructional assistants to provide targeted students with intensive math instruction during intersession, before, and/or after school. (include benefits)	EIA/LEP \$ 2,000
2. Supplemental materials, technology including materials for intensive instruction, and test preparation directly aligned to mathematics grade level content standards.	EIA/LEP \$ 8,750

English Language Learners Action Steps:

1. Supplemental materials, including technology and materials for intensive instruction, and test preparation directly aligned to ELA and/or math state grade level standards and ELD guidelines.	EIA/LEP \$ 7,000
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Special Education Action Steps:

Parent Involvement Action Steps:

1. Printing and translating parent involvement and communication items such as newsletters, the Parent Involvement Policy, Home and School Compact, and student planners.	EIA/LEP \$ 3,000
2. Translators and substitutes for teachers to meet with parents of underperforming students regarding their child's progress. (include benefits)	EIA/LEP \$ 500

Sycamore Hills Elementary School Abstract 2011-2012

Administering Programs:

1. Project Office Assistant to maintain categorical records and equipment, process purchase orders, and facilitate programs. (salary and benefits)	EIA/SCE \$ 10,416
2. Additional hours for clerical support to provide supplemental health services to students. (salary and benefits)	EIA/SCE \$ 600

Other:

3. Modest student awards for improved academic achievement in English /language arts and mathematics (no food or trips). 50% of cost must be allocated in other funds such as lottery or donations.	EIA/LEP \$ 2,000
	EIA/SCE \$ 1,000

Staff Development Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching in English/language arts and mathematics. (include benefits)	EIA/SCE \$ 13,500
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Terrace View Elementary School Abstract 2011-2012

Funding Sources Include:

EIA/SCE	\$9,171
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EIA/LEP	\$9,692
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How will your school use the above funds to support increased student achievement?

Language Arts/English Activities and Personnel:

1. Extra duty for teachers, substitutes, retired teachers and instructional assistants to provide targeted students with intensive intervention during intersession, before, and after school.	EIA/LEP \$1,727
	EIA/SCE \$1,527
2. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/LEP \$4,515
	EIA/SCE \$2,350

Mathematics Activities and Personnel:

1. Supplemental materials, technology and activities including intensive intervention, extended learning activities, assemblies and field trips directly aligned to state standards.	EIA/LEP \$2,350
	EIA/SCE \$2,350

English Language Learners Activities and Personnel:

1. Extra duty for teachers, substitutes and language assistants to support EL students.	EIA/LEP \$3,165
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Parent Involvement Activities and Personnel:

1. Support parent involvement and communication through SSC, ELAC, Parent Involvement Policy including Home/School Compact and newsletters.	EIA/LEP \$100
2. Meet with parents regarding their child through RTP ² , SSTs and provide translators and substitutes for teachers	EIA/SCE \$300

Wilson Elementary School Abstract 2011-2012

Funding Sources Include:

EIA/SCE	\$38,156	EIA/LEP	\$38,156	Title I	\$223,173
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How will your school use the above funds to support increased student achievement?

Language Arts/English Action Steps:

1. ___1___ Teacher(s) on Assignment to coach teachers and work with students (salary and benefits)	Title I \$ 96,007
2. Computer Assisted Instructional Assistant to assist at risk students	Title I \$ 47,837
3. Extra hours for Library Media Technician to provide additional literature experiences for students. (salary and benefits)	Title I \$19,620
4. Extra duty for teachers, and instructional assistants to provide targeted students with intensive ELA instruction during intersession, before, and/or after school. (include benefits)	Title I \$ 4,400
5. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to ELA state grade level standards.	EIA/SCE \$2,500
	Title I \$1,500

Mathematics Action Steps:

1. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to mathematics grade level content standards.	See ELA #5
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English Language Learners Action Steps:

1. Language Assistant to assist EL students (salary and benefits)	EIA/LEP \$14,987
2. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to ELA and/or math state grade level standards and ELD guidelines.	EIA/LEP \$ 600
	EIA/SCE \$ 0

Wilson Elementary School Abstract 2011-2012

Parent Involvement Action Steps:

1. Parent workshops and curricular events; childcare, refreshments (for parents only), materials and extra duty for teacher presenter(s). (include benefits for extra duty)	EIA/LEP \$100
	EIA/SCE \$150
	Title I \$250
2. Printing and translating parent involvement and communication items such as newsletters, the Parent Involvement Policy, Home and School Compact, and student planners.	Title I \$1,600
3. Translators and substitutes for teachers to meet with parents of underperforming students regarding their child's progress. (include benefits)	EIA/LEP \$300

Administering Programs:

1. Project Office Assistant to maintain categorical records and equipment, process purchase orders, and facilitate programs. (salary and benefits)	Title I \$ 25,889
2. Additional hours for Health Assistant to provide supplemental health services to students. (salary and benefits)	EIA/SCE \$ 25,066

Other:

1. Modest student awards for improved academic achievement in English /language arts and mathematics (no food or trips). 50% of cost must be allocated in other funds such as lottery or donations.	EIA/LEP \$ 500
	EIA/SCE \$ 1,000

Staff Development Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching in English/language arts and mathematics. (include benefits)	Title I \$21,325
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Zimmerman School Abstract

2011 – 2012

Funding Sources Include:

EIA/SCE	\$99,248
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EIA/LEP	\$99,248
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Title I	\$283,078
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How will your school use the above funds to support increased student achievement?

Language Arts/English Action Steps:

1. One Teacher on Assignment to coach teachers and work with students (salary and benefits)	EIA/SCE \$ 51,534
	Title I \$51,533
2. Instructional Assistant to assist at risk students (salary and benefits)	Title I \$16,991
3. Extra duty for teachers, and instructional assistants to provide targeted students with intensive ELA instruction during intersession, before, and/or after school. (include benefits)	EIA/SCE \$1,500
	Title I \$2,250
4. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to ELA state grade level standards.	EIA/LEP \$3,054
	EIA/SCE \$8,134
	Title I \$33,148
5. Provide students with interactive technology instruction in classrooms/computer lab to provide them support in reading comprehension and computer literacy skills	Title I \$1,055

Mathematics Action Steps:

1. Extra duty for teachers, and instructional assistants to provide targeted students with intensive math instruction during intersession, before, and/or after school. (include benefits)	EIA/SCE \$1,500
	Title I \$2,250
2. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to mathematics grade level content standards.	EIA/LEP \$3,054
	EIA/SCE \$8,134
	Title I \$33,647
3. Provide students with interactive technology instruction in classrooms/computer lab to provide them support in math and computer literacy skills	Title I \$1,055

English Language Learners Action Steps:

1. One Teacher on Assignment to coordinate the English Learner program and services to EL students (salary and benefits)	EIA/LEP \$51,534
	Title I \$51,533
2. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to ELA and/or math state grade level standards and ELD guidelines.	EIA/LEP \$3,054
	EIA/SCE \$8,135
	Title I \$33,647
3. Provide students with interactive technology instruction in classrooms/computer lab to provide them support in reading comprehension, math, computer literacy skills and ELD	EIA/LEP \$500

Zimmerman School Abstract 2011 – 2012

Special Education Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching. (include benefits)	EIA/LEP \$500
	Title I \$500

Parent Involvement Action Steps:

1. Parent workshops and curricular events; childcare, refreshments (for parents only), materials and extra duty for teacher presenter(s). (include benefits for extra duty)	EIA/LEP \$500
	Title I \$2,500
2. Printing and translating parent involvement and communication items such as newsletters, the Parent Involvement Policy, Home and School Compact, and student planners.	EIA/SCE \$1,000
	Title I \$5,297
3. Translators and substitutes for teachers to meet with parents of underperforming students regarding their child's progress. (include benefits)	EIA/LEP \$500
	Title I \$500

Administering Programs:

1. Project Office Assistant to maintain categorical records and equipment, process purchase orders, and facilitate programs. (salary and benefits)	EIA/LEP \$13,052
	EIA/SCE \$18,811
	Title I \$5,623
2. Additional hours for Health Assistant to provide supplemental health services to students. (salary and benefits)	Title I \$18,049

Other:

1. Modest student awards for improved academic achievement in English /language arts and mathematics (no food or trips). 50% of cost must be allocated in other funds such as lottery or donations.	EIA/LEP \$4,000
	Title I \$4,000

Staff Development Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching in English/language arts and mathematics. (include benefits)	EIA/LEP \$19,000
	Title I \$19,000
2. Staff Development or conferences outside of district for all staff (may not be one-day conferences) directly aligned to ELA and math grade level content standards and ELD guidelines.	EIA/LEP \$500
	EIA/SCE \$500
	Title I \$500

Bloomington Middle School Abstract 2011-2012

Funding Sources Include:

EIA/SCE	\$48,874
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EIA/LEP	\$48,874
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Title I	\$260,760
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How will your school use the above funds to support increased student achievement?

Language Arts/English Action Steps:

1. ___1___ Teacher(s) on Assignment to coach teachers and work with students (salary and benefits)	Title I \$ 75,000
2. Instructional Assistant to assist at risk students (salary and benefits)	Title I \$ 29,000
3. Extra hours for Library Media Technician to provide additional literature experiences for students. (salary and benefits)	EIA/LEP \$1,000 EIA/SCE \$ 500 Title I \$ 5,000
4. Extra duty for teachers, and instructional assistants to provide targeted students with intensive ELA instruction during intersession, before, and/or after school. (include benefits)	EIA/LEP \$ 1,000 EIA/SCE \$ 1,500 Title I \$ 9,500
5. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to ELA state grade level standards.	EIA/LEP \$7,425 EIA/SCE \$8,403 Title I \$48,477
6. Supplemental assemblies/programs directly aligned to state standards.	EIA/LEP \$5,000 EIA/SCE \$3,000 Title I \$2,000
7. Supplemental books and materials for library	EIA/LEP \$5,000 EIA/SCE \$5,000 Title I \$ 24,000

Mathematics Action Steps:

1. Extra duty for teachers, and instructional assistants to provide targeted students with intensive math instruction during intersession, before, and/or after school. (include benefits)	EIA/LEP \$ 500 EIA/SCE \$1,500 Title I \$5,000
2. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to mathematics grade level content standards.	EIA/LEP \$4,950 EIA/SCE \$5,602 Title I \$36,318

English Language Learners Action Steps:

1. Language Assistant to assist EL students (salary and benefits)	EIA/LEP \$9,000 EIA/SCE \$9,000
2. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to ELA and/or math state grade level standards and ELD guidelines.	EIA/LEP \$4,125 EIA/SCE \$4,699 Title I \$30,265

Bloomington Middle School Abstract 2011-2012

Special Education Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching. (include benefits)	EIA/LEP \$500
	EIA/SCE \$500
	Title I \$1,600

Parent Involvement Action Steps:

1. Parent workshops and curricular events; childcare, refreshments (for parents only), materials and extra duty for teacher presenter(s). (include benefits for extra duty)	EIA/SCE \$600
	Title I \$7,500

2. Printing and translating parent involvement and communication items such as newsletters, the Parent Involvement Policy, Home and School Compact, and student planners.	EIA/LEP \$2,500
	EIA/SCE \$1,000
	Title I \$5,500

3. Translators and substitutes for teachers to meet with parents of underperforming students regarding their child's progress. (include benefits)	EIA/LEP \$1,500
	EIA/SCE \$1,500
	Title I \$2,500

Administering Programs:

1. Project Office Assistant to maintain categorical records and equipment, process purchase orders, and facilitate programs. (salary and benefits)	Title I \$23,000
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2. Additional hours for Health Assistant to provide supplemental health services to students. (salary and benefits)	Title I \$1,000
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Other:

1. Modest student awards for improved academic achievement in English /language arts and mathematics (no food or trips). 50% of cost must be allocated in other funds such as lottery or donations.	EIA/LEP \$600
	EIA/SCE \$600
	Title I \$1,000

Staff Development Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching in English/language arts and mathematics. (include benefits)	EIA/LEP \$1,274
	EIA/SCE \$1,500
	Title I \$7,600

2. Staff Development or conferences outside of district for all staff (may not be one-day conferences) directly aligned to ELA and math grade level content standards and ELD guidelines.	EIA/LEP \$3,500
	EIA/SCE \$3,000
	Title I \$14,000

Colton Middle School Abstract 2011-2012

Funding Sources Include:

EIA/SCE	\$50,375
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EIA/LEP	\$50,375
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QEIA	\$918,540
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How will your school use the above funds to support increased student achievement?

Language Arts/English Activities and Personnel:

1. One Teacher on Assignment to coach core teachers and work with students (salary and benefits).	QEIA	\$42,550
	EIA/SCE	\$42,550
2. Additional teachers to reduce class size in core classes to an average of 25:1.	QEIA	\$437,756
3. Extra duty for teachers, substitutes, retired teachers and instructional assistants to provide targeted students with intensive instruction during intersession, before, and/or after school.	QEIA	\$29,500
4. Supplemental materials, including materials for intensive instruction, technology, computers, software, classroom furniture, new equipment and test preparation directly aligned to ELA state grade level standards.	QEIA	\$247,622
	EIA/SCE	\$2,825
5. Substitutes/extra duty for department planning, teacher collaboration, classroom visitations and coaching.	QEIA	\$5,000
6. Staff Development, conferences, consultants and ongoing in-service for certificated and classified staff.	QEIA	\$60,000

Mathematics, History & Science Activities and Personnel:

1. One Teacher on Assignment to coach core teachers and work with students (salary and benefits).	See Language Arts/English #1
2. Additional teachers to reduce class size in core classes to an average of 25:1.	See Language Arts/English #2
3. Extra duty for teachers, substitutes and instructional assistants to provide targeted students with intensive intervention during intersession, before, and/or after school.	See Language Arts/English #3
4. Supplemental materials, including materials for intensive instruction, technology, computers, software, classroom furniture, new equipment and test preparation directly aligned to core state grade level standards.	See Language Arts/English #4
5. Substitutes/extra duty for department planning, teacher collaboration, classroom visitations and coaching.	See Language Arts/English #5
6. Staff Development, conferences, consultants and ongoing in-service for all staff.	See Language Arts/English #6

Colton Middle School Abstract 2011-2012

English Language Learners Activities and Personnel:

1. One 7 hour Language Assistant to assist EL students.	EIA/LEP	\$ 44,873
2. Supplemental materials aligned to core grade level standards.	EIA/LEP	\$ 202
	EIA/SCE	\$ 2,000
3. Extra duty for department teachers and instructional assistants to provide EL students with after school tutoring and intensive instruction.	EIA/SCE	\$ 2,000

Special Education Action Steps:

1. Extra duty for teachers, substitutes and instructional assistants to provide targeted students with intensive intervention during intersession, before, and after school.	See Language Arts/English #3
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Parent Involvement Activities and Personnel:

1. Parent Institute for Quality Education (PIQE).	EIA/LEP	\$ 5,300
2. Classified extra duty for translation and interpretation at parent conferences/meetings, babysitting for Parent Institute/trainings and refreshments for Parent Institute/trainings	EIA/SCE	\$1,000
3. Quarterly newsletters sent home to parents giving information about the school, its activities and programs.	QEIA	\$5,000
4. Conferences and workshops appropriate for parents which focus on the content standards.	QEIA	\$1,500
5. Student agendas provided to all students for parent communication to teachers and monitoring daily assignments.	QEIA	\$4,000

Administering Programs (Not more than 15% of each budget)

1. A 4 hour project assistant will maintain and monitor the SPSA and QEIA program.	QEIA	\$25,000
2. Indirect Support (District).	QEIA	\$50,612

Other:

1. Student activities and awards for academic achievement in core classes and attendance.	QEIA	\$10,000
2. Extra duty for QEIA leadership planning meetings	See Language Arts/English #3	
3. Supplies, materials, transportation and extra duty for teachers to plan for and implement Science Fair, National Junior Honor Society, Math Night, Language Arts Showcase Night, Career Day, Knowledge Bowl, Project Upbeat, History Night, AVID Parent Nights, and GATE activities for parents and students.	See Language Arts/English #3	

Ruth O. Harris Middle School Abstract 2011-2012

Funding Sources Include:

EIA/SCE	\$41,371	EIA/LEP	\$41,371
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How will your school use the above funds to support increased student achievement?

Language Arts/English Action Steps:

1. Extra hours for Library Media Technician to provide additional literature experiences for students. (salary and benefits)	EIA/LEP \$ 900
	EIA/SCE \$ 900
2. Extra duty for teachers, and instructional assistants to provide targeted students with intensive ELA instruction during intersession, before, and/or after school. (include benefits)	EIA/LEP \$ 800
	EIA/SCE \$ 800
3. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to ELA state grade level standards.	EIA/LEP \$ 2,478
	EIA/SCE \$ 2,478
4. Supplemental books and materials for library	EIA/LEP \$ 550
	EIA/SCE \$ 550

Mathematics Action Steps:

1. Extra duty for teachers, and instructional assistants to provide targeted students with intensive math instruction during intersession, before, and/or after school. (include benefits)	EIA/LEP \$ 800
	EIA/SCE \$ 800
2. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to mathematics grade level content standards.	EIA/LEP \$ 2,578
	EIA/SCE \$ 2,578

English Language Learners Action Steps:

1. Language Assistant to assist EL students (salary and benefits)	EIA/LEP \$ 8,591
	EIA/SCE \$8,591
2. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to ELA and/or math state grade level standards and ELD guidelines.	EIA/LEP \$ 500
	EIA/SCE \$ 500

Special Education Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching. (include benefits)	EIA/LEP \$ 500
	EIA/SCE \$ 500

Ruth O. Harris Middle School Abstract 2011-2012

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Parent Involvement Action Steps:

1. Community Liaison to facilitate school to home communication and assist parents in accessing community resources. (salary and benefits)	EIA/LEP \$17,974
	EIA/SCE \$17,974
2. Parent workshops and curricular events; childcare, refreshments (for parents only), materials and extra duty for teacher presenter(s). (include benefits for extra duty)	EIA/LEP \$ 100
	EIA/SCE \$ 100
3. Printing and translating parent involvement and communication items such as newsletters, the Parent Involvement Policy, Home and School Compact, and student planners.	EIA/LEP \$ 1,200
	EIA/SCE \$ 1,200

Other:

1. Modest student awards for improved academic achievement in English /language arts and mathematics (no food or trips). 50% of cost must be allocated in other funds such as lottery or donations.	EIA/LEP \$ 250
	EIA/SCE \$ 250

Staff Development Action Steps

1. Substitutes for staff development, teacher collaboration, and coaching in English/language arts and mathematics. (include benefits)	EIA/LEP \$ 2,075
	EIA/SCE \$ 2,075
2. Staff Development or conferences outside of district for all staff (may not be one-day conferences) directly aligned to ELA and math grade level content standards and ELD guidelines.	EIA/LEP \$ 2,075
	EIA/SCE \$ 2,075

Terrace Hills Middle School Abstract 2011-2012

Funding Sources Include:

EIA/SCE \$21,436

EIA/LEP\$21,436

How will your school use the above funds to support increased student achievement?

Language Arts/English Action Steps:

1. Supplemental materials, including technology, materials for intensive instruction, and test preparation directly aligned to ELA state grade level standards.	EIA/LEP \$
	EIA/SCE \$
2. Supplemental books and materials for library	EIA/LEP \$ 12,213 (also shared with math action step 2)
	EIA/SCE \$ 1,500

Mathematics Action Steps:

1. Extra duty for teachers, and instructional assistants to provide targeted students with intensive math instruction during intersession, before, and/or after school. (include benefits)	EIA/LEP \$ 1,356
	EIA/SCE \$
2. Supplemental materials, including technology, materials for intensive instruction, and test preparation directly aligned to mathematics grade level content standards.	EIA/LEP \$
	EIA/SCE \$ 10,591 (also shared with language arts action step 1)

Other:

Staff Development Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching in English/language arts and mathematics. (include benefits)	EIA/LEP \$ 7,867
	EIA/SCE \$

Administering Programs:

1. Additional hours for Health Assistant to provide supplemental health services to students. (salary and benefits)	EIA/LEP \$
	EIA/SCE \$ 9,345

Bloomington High School Abstract 2011 – 2012

Funding Sources Include:

EIA/SCE	\$112,110	EIA/LEP	\$112,110
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How will your school use the above funds to support increased student achievement?

Language Arts/English Action Steps:

1. Extra duty for teachers, and instructional assistants to provide targeted students with intensive ELA instruction during intersession, before, and/or after school. (include benefits)	EIA/LEP \$1,500
	EIA/SCE \$500
2. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to ELA state grade level standards.	EIA/LEP \$0
	EIA/SCE \$12,500

Mathematics Action Steps:

1. Extra duty for teachers, and instructional assistants to provide targeted students with intensive math instruction during intersession, before, and/or after school. (include benefits)	EIA/LEP \$1,500
	EIA/SCE \$500
2. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to mathematics grade level content standards.	EIA/LEP \$0
	EIA/SCE \$12,500

English Language Learners Action Steps:

1. Language Assistant to assist EL students (salary and benefits)	EIA/LEP \$76,850
	EIA/SCE \$47,547
2. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to ELA and/or math state grade level standards and ELD guidelines.	EIA/LEP \$785
	EIA/SCE \$5,063

Special Education Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching. (include benefits)	EIA/LEP \$500
	EIA/SCE \$500

Parent Involvement Action Steps:

1. Parent workshops and curricular events; childcare, refreshments (for parents only), materials and extra duty for teacher presenter(s). (include benefits for extra duty)	EIA/LEP \$400
	EIA/SCE \$0
2. Printing and translating parent involvement and communication items such as newsletters, the Parent Involvement Policy, Home and School Compact, and student planners.	EIA/LEP \$500
	EIA/SCE \$0
3. Translators and substitutes for teachers to meet with parents of underperforming students regarding their child's progress. (include benefits)	EIA/LEP \$2,000
	EIA/SCE \$1,000

Bloomington High School Abstract 2011 – 2012

Administering Programs

1. Curriculum Program Specialist to coordinate categorical programs, maintain compliance records, provide support for students, parents and staff, work with students and coach teachers. (salary and benefits)	EIA/LEP \$10,825
	EIA/SCE \$15,000

Other:

1. Modest student awards for improved academic achievement in English /language arts and mathematics (no food or trips). 50% of cost must be allocated in other funds such as lottery or donations.	EIA/LEP \$2,250
	EIA/SCE \$2,000

Staff Development Action Steps

1. Substitutes for staff development, teacher collaboration, and coaching in English/language arts and mathematics. (include benefits)	EIA/LEP \$15,000
	EIA/SCE \$15,000

Colton High School Abstract 2011 - 2012

Funding Sources Include:

EIA/SCE	\$106,323	EIA/LEP	\$106,323
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How will your school use the above funds to support increased student achievement?

Language Arts/English Action Steps:

1. 1 Teacher on Assignment to coach teachers and work with students (salary and benefits)	EIA/LEP \$ 36,136
	EIA/SCE \$ 36,136
2. Extra duty for teachers, and instructional assistants to provide targeted students with intensive ELA instruction during intersession, before, and/or after school. (include benefits)	EIA/LEP \$ 16,900
	EIA/SCE \$ 47,750
3. Supplemental materials, including materials for intensive instruction, technology , and test preparation directly aligned to ELA state grade level standards	EIA/SCE \$ 9,050

Mathematics Action Steps:

1. Extra duty for teachers, and instructional assistants to provide targeted students with intensive math instruction during intersession, before, and/or after school. (include benefits)	EIA/LEP \$ 16,900
	EIA/SCE \$ 14,750
2. Supplemental materials, including materials for intensive instruction, technology , and test preparation directly aligned to mathematics grade level content standards.	EIA/SCE \$ 9,050

English Language Learners Action Steps:

1. Language Assistant to assist EL students (salary and benefits)	EIA/LEP \$ 50,700
	EIA/SCE \$ 5,500
2. Supplemental materials, including materials for intensive instruction, technology , and test preparation directly aligned to ELA and/or math state grade level standards and ELD guidelines.	EIA/SCE \$ 3,900

Special Education Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching. (include benefits)	EIA/LEP \$ 6,500
	EIA/SCE \$ 1,500

Parent Involvement Action Steps:

1. Parent workshops and curricular events; childcare, refreshments (for parents only), materials and extra duty for teacher presenter(s). (include benefits for extra duty)	EIA/LEP \$ 1,000
2. Printing and translating parent involvement and communication items such as newsletters, the Parent Involvement Policy, Home and School Compact, and student planners.	EIA/SCE \$ 500

Colton High School Abstract
2011 - 2012

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Administering Programs:

Other:

1. Modest student awards for improved academic achievement in English /language arts and mathematics (no food or trips). 50% of cost must be allocated in other funds such as lottery or donations.	EIA/LEP \$	250
	EIA/SCE \$	250

Staff Development Action Steps:

1. Substitutes for staff development, teacher collaboration, and coaching in English/language arts and mathematics. (include benefits)	EIA/LEP \$	10,000
	EIA/SCE \$	10,000

Slover Mountain High School Abstract 2011-2012

Funding Sources Include:

EIA/SCE	\$ 12,862	EIA/LEP	\$ 12,862	Title I	\$86,920
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How will your school use the above funds to support increased student achievement?

School Goal #1: 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 12th grade with 125 credits completed, earn a diploma, including passing the CAHSEE, to 95%, matching the CJUSD Strategic Plan goal

1. ELPD training for all CORE teachers to infuse appropriate EL teaching strategies across the curriculum.	Title I: \$1000
2. 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.	Title I \$2,400
3. 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.	Title I \$4,000
4. Expand library holdings; including soft-wear licenses	Title I \$2,500
5. Core subject staff tutor/teach additional hours per subject per week to extend the school day for EI, RSP and credit deficient students.	Title I \$10,000
6. Provide opportunities for students to visit universities and vocational programs.	EIA/SCE \$3,500
	Title I \$8,500
7. Provide students with after school tutoring and lab experiences.	EIA/SCE \$1,362
	Title I \$3,638
8. 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.	Title I \$4,000
9. Staff will gather and analyze data to monitor progress on goals.	Title I \$3,232
10. Staff development conferences/seminars on improving student progress in all subjects.	Title I \$4,000
11. Provide bilingual tutor for 10 hours per week to support EL students in core academic classes. Instructional materials.	EIA/LEP \$12,862
12. Diploma covers for students who graduate.	EIA/SCE \$500
	Title I \$550

Slover Mountain High School Abstract 2011-2012

13. Enhance technology and hardware to provide students additional support for academics.	EIA/SCE \$7,500
	Title I \$7,000

14. Student incentives	Title I \$500
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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%.

1. District community liaison and an outside consultant will conduct home visits and follow-ups with students most at-risk of dropping out of school.	Title I \$6,000
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2. Student incentives	Title I \$500
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School Goal #3: Increase parent involvement to support students' academic success.

1. Parent programs to help support their child's education and post graduation planning for college or work force.	Title I \$7,100
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2. Offer programs to educate parents on the impact of drugs and alcohol on student learning and provide strategies to curb at-risk teen behaviors.	Title I \$4,500
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School Goal #4: Provide support for students' social-emotional issues that put the at-risk for school failure.

1. Provide consultants to address substance use, violence, anger and truancy issues.	Title I \$18,000
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2. Staff Development in dealing with At-risk students.	Title I \$3,500
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3. Hold student support meetings and trainings to develop student peer leadership.	Title I \$2,500
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Washington High School Abstract 2011-2012

Funding Sources Include:

EIA/SCE	\$8,789
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EIA/LEP	\$8,789
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How will your school use the above funds to support increased student achievement?

Language Arts/English Action Steps:

1. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to ELA state grade level standards.	EIA/SCE \$700
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English Language Learners Action Steps:

1. Language Assistant to assist EL students (salary and benefits)	EIA/LEP \$6,739
2. Supplemental materials, including materials for intensive instruction, and test preparation directly aligned to ELA and/or math state grade level standards and ELD guidelines.	EIA/LEP \$550

Parent Involvement Action Steps:

1. Parent workshops and curricular events; childcare, refreshments (for parents only), materials and extra duty for teacher presenter(s). (include benefits for extra duty)	EIA/LEP \$1,000
	EIA/SCE \$2,055

Other:

1. Modest student awards for improved academic achievement in English / language arts and mathematics (no food or trips). 50% of cost must be allocated in other funds such as lottery or donations.	EIA/LEP \$500
	EIA/SCE \$3,156

Staff Development Action Steps

1. Staff Development or conferences outside of district for all staff (may not be one-day conferences) directly aligned to ELA and math grade level content standards and ELD guidelines.	EIA/SCE \$2,178
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BOARD AGENDA

REGULAR MEETING
July 21, 2011

CONSENT ITEM

TO: **Board of Education**

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

SUBJECT: **Approval of Amended Agreement (Contract No. 03-734 A-9) with the County of San Bernardino Probation Department for a School Probation Officer**

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

STRATEGIC PLAN: Parameter 1 – Safety

BACKGROUND: The district has participated in this program since the 1997-98 school year. It provides a full-time school probation officer and has proven to be a very worthwhile service. The district originally entered into agreement, Contract No. 03-734 on July 8, 2003. There is no cost to the contract at this time. The term of the agreement is July 1, 2011 through September 30, 2011.

BUDGET IMPLICATIONS: No impact to the General Fund

RECOMMENDATION: That the Board approve the amended agreement (Contract No. 03-734 A-9) with the County of San Bernardino Probation Department for a school probation officer, as presented.



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input type="checkbox"/> New	Vendor Code	SC	Dept.	A	Contract Number 03-734 A-9	
<input checked="" type="checkbox"/> Change					Contractor's License No.	
<input type="checkbox"/> Cancel					Total Contract Amount Not to Exceed \$282,570	
County Department Probation			Dept. PRB	Orgn. PRB	Contractor's License No.	
County Department Contract Representative Eric Vara			Telephone (909) 387-5918		Total Contract Amount Not to Exceed \$282,570	
Contract Type <input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date 7/08/2003	Contract End Date 9/30/2011	Original Amount \$37,254	Amendment Amount \$ 0	
Fund SIG	Dept. PRG	Organization PRG	Appr.	Obj/Rev Source 8842	GRC/PROJ/JOB No. 400SCHPO	Amount \$ 0
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$
Project Name JJCPA School PO			Estimated Payment Total by Fiscal Year			
			FY	Amount	I/D	FY
			2011-12		1	
Contract Type 1						

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

Name

Colton Unified School District

hereinafter called SCHOOL DISTRICT

Address

1212 Valencia Drive

Colton, CA 92324-1798

Telephone

(909) 580 - 6601

Federal ID No. or Social Security No.

95-2414439

IT IS HEREBY AGREED AS FOLLOWS:

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

NINTH AMENDMENT

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

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

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

Auditor/Controller-Recorder Use Only

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

1. DELETE Paragraph 1 and Paragraph 2 and replace with the following:
 1. Intentionally left blank.
 2. Intentionally left blank.
2. CHANGE that portion of Paragraph 10, which now reads, "This contract shall be effective on July 1, 2010, and shall terminate June 30, 2011." to read: "This contract shall be effective on July 1, 2011, and shall terminate September 30, 2011."
3. All other provisions and terms of the Agreement, Contract No. 03-734 shall remain the same and are hereby incorporated by reference.
4. Upon approval by both parties, this amendment will go into effect on July 1, 2011.

COUNTY OF SAN BERNARDINO

▶ _____
 Josie Gonzales, Chair, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Laura H. Welch
 Clerk of the Board of Supervisors
 of the County of San Bernardino

By _____
 Deputy

Colton Unified School District
 (Print or type name of corporation, company, contractor, etc.)

By ▶ _____
 (Authorized signature - sign in blue ink)

Name James Downs
 (Print or type name of person signing contract)

Title Superintendent
 (Print or Type)

Dated: _____

Address 1212 Valencia Drive
Colton, CA 92324-1798

Approved as to Legal Form
 ▶ Carol Greene
 Carol A. Greene, Deputy County Counsel
 Date June 10, 2011

Reviewed by Contract Compliance
 ▶ _____
 Date _____

Presented to BOS for Signature
 ▶ _____
 Michelle Scray, Chief Probation Officer
 Date _____

BOARD AGENDA

REGULAR MEETING
July 21, 2011

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Mike Snellings, Assistant Superintendent, Educational Services Division
- SUBJECT:** Acceptance of the After School Education and Safety Program Grant funds for Title I Elementary Schools: Birney, Crestmore, Grant, Grimes, Lewis, Lincoln, McKinley, Rogers, Smith, Wilson and Zimmerman Elementary Schools (July 1, 2011 – June 30, 2012)
- GOAL:** Student Performance, School Safety & Attendance, Community Relations and Parent Involvement
- STRATEGIC PLAN:** Strategy #2 – Curriculum
Strategy #5 – College/Career
Strategy #6 – Character
- BACKGROUND:** The California Department of Education has again awarded Colton Joint Unified School District the After School Education and Safety Program Grant. (ASES) The ASES program must include an educational and literacy element, enrichment activities, opportunities for relationship building and promote active student engagement. ASES is offered at all Title I Elementary schools. *Think Together* provides the program at Birney, Grant, Grimes, Lewis, Lincoln, McKinley, Rogers, and Wilson Elementary Schools. *The City of Fontana* provides the program at Crestmore, Smith and Zimmerman Elementary Schools.
- BUDGET**
- IMPLICATIONS:** General Fund Revenue: \$1,237,140
- RECOMMENDATION:** That the Board accept the After School Education and Safety Program Grant Funds for all Title I Elementary Schools for July 1, 2011 – June 30, 2012.

BOARD AGENDA

**REGULAR MEETING
July 21, 2011**

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
Birney	Alice Birney P.T.A. 1050 East Olive Street Colton, CA 92324	Check #1275 For Field Trips	\$9,000.00
Bloomington High	Association of Colton Educators 190 West H Street #101 Colton, CA 92324	Check #7549 For BHS Fire Fund	\$1,000.00
Bloomington High	Colton Firemans Association 303 East E Street Colton, CA 92324	Check #1189	\$100.00
Bloomington High	Molina Healthcare Ruthy Argumedo 190 East Highland Avenue San Bernardino, CA 92404	65 Cases of Water 100 Juices 100 Nature Valley Granola Bars Health Office Supplies -bandages, gloves, thermometers, etc. For BHS Fire	\$1,537.27
Bloomington High	San Bernardino County Supt. of Schools Maintenance & Operations/Transportation Department 385 North Arrowhead San Bernardino, CA 92405	10 Gallon Watertank -\$10.00 Face Mask (2,000) -\$50.00 First-Aid Supplies -\$20.00	\$80.00
Bloomington High	Kaiser Permanente Steven Stone 9961 Sierra Avenue Fontana, CA 92335	Health Office Supplies-gauze, alcohol, ice packs, etc.	\$1,255.58
Colton High	Edison International-Edison Gifts P.O. Box 3288 Princeton, NJ 08543-3288	Check #160506 Company Match	\$125.00
Crestmore	Lifetouch National School Studios 11000 Viking Drive Eden Prairie, MN 55344	Check #2266887	\$759.17
Crestmore	Crestmore Elementary P.T.A. 18870 Jurupa Avenue Bloomington, CA 92316	Check #1039	\$3,700.00
D'Arcy	Lifetouch National School Studios 11000 Viking Drive Eden Prairie, MN 55344	Check #2257344	\$795.50
Enrollment Center	Skip Schneider Arrowhead United Way 646 North D Street P.O. Box 796 San Bernardino, CA 92402-0796	120 Backpacks with School Supplies valued at \$12.75 each	\$1,530.00
Grimes	Edison International Edison Gifts P.O. Box 3288 Princeton, NJ 08543-3288	Check #161119	\$30.00
Grimes	Edison International Employee Contributions Campaign P.O. Box 3288 Princeton, NJ 08543-3288	Check #140471	\$30.00
Jurupa Vista	Jurupa Vista Elementary P.T.A. 15920 Village Drive E Fontana, CA 92337	Check #1277 For 2 nd & 3 rd Grade Field Trip	\$1,400.50
Lincoln	Lifetouch National School Studios 11000 Viking Drive Eden Prairie, MN 55344	Check #2254103-\$151.88 Check #2229901-\$85.00	\$236.88

BOARD AGENDA

REGULAR MEETING
July 21, 2011

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Authorization to “Piggyback” on the Pomona Valley School Co-op Purchasing Group Bid CFB-07-01-1112 for the Purchase of Canned Goods and Condiments for the 2011-12 School Year
- GOAL:** Support Services/Budget Planning
- STRATEGIC PLAN:** Strategic Parameter #7 – Fiscal Responsibility
- BACKGROUND:** Colton Joint Unified School District is a member of the Pomona Valley School Co-op Purchasing Group which is comprised of 13 school districts throughout the Inland Empire. This group prepares three bids each year (canned foods; paper and food service supplies; and snack foods and beverages) with one of the districts serving as the lead agency for each bid. The remaining districts within the co-op then piggyback onto that bid.
- Claremont Unified School District, the lead agency for the canned goods and condiments bid, awarded a competitive bid to the lowest responsive and responsible bidders, on an item-by-item basis, to the following respondents: A&R Wholesale, Campus Foods, Gold Star Foods, Newport Farms, Sysco Food Service of LA, Inc., and US Foodservice of LA, Inc.. The prices and terms of the this bid are favorable and it would be in the district’s best interest to “piggyback” on this bid in accordance with Public Contract Code 20118.
- BUDGET IMPLICATIONS:** Cafeteria Fund 13 Expenditure: \$400,000
- RECOMMENDATION:** That the Board Authorize the District to “piggyback” on the Pomona Valley School Co-op Purchasing Group Bid CFB-07-01-1112 for the purchase of canned goods and condiments for the 2011-12 school year.

Claremont Unified School District

170 San Jose Ave., Claremont, CA 91711
(909) 398-0609 ext.73001 FAX (909) 398-0370
<http://www.cusd.claremont.edu>



Board of Education

Hilary LaConte, President
Elizabeth "Beth" Bingham, Vice President
Steven Llanusa, Clerk
Mary Caenepeel, Member
Jeff Stark, Member
Alanna Samuelson, Student Member
Karen Stopani, Student Member

Gloria Johnston, PH.D., Interim Superintendent
Rick Cota, Director, Nutrition Services

To Whom It May Concern:

Re: Bid No. CFB-07-01-1112

From: Rick Cota

Date: June 23, 2011

On June 16th, the Claremont Unified School Board of Education approved the awarding of canned goods and condiments to the following companies on behalf of the Pomona Valley Co-Op Purchasing Group:

A & R Wholesale, Inc.
Campus Foods
Gold Star Foods
Newport Farms
Sysco Food Service of LA, Inc.
US Foods Service of LA, Inc.

Representatives from US Food Service, A&R, LEABO, Newport Farms, Gold Star, Bernard Foods, LA Foods, Campus Foods, and Sysco were present during the opening of bids that took place on May 3, 2011 at 1:30 P.M. All bids were reviewed by representatives of the Pomona Valley Co-Op on May 19th at 9:00 A.M. All items were reviewed and selected by the members of the Pomona Valley Co-Op on this date. All items were summarized and separated per vendor for further review. The bid was forwarded to Business Department of CUSD for acceptance at the June 16th, 2011 School Board of Education Monthly meeting. There were no exceptions noted by the CUSD Board of Education and they unanimously approved each awarded item.

All awarded items will be in force as of July 1, 2011 thru June 30, 2012.

A handwritten signature in black ink, appearing to read "Rick Cota", with a long horizontal flourish extending to the right.

Rick Cota
Director of Nutrition Services
rcota@cusd.claremont.edu
909-398-0609 Ext. 73001

NOTICE INVITING BIDS

Notice is hereby given that Claremont Unified School District, Central Kitchen, will receive sealed bids for the award of contract **CFB-07-01-1112** for the purchases of "Canned Goods & Condiments" up to but not later than **1:30pm on Tuesday, May 3, 2011**. Bids will be applicable to the school districts named below, hereinafter referred to as the "Pomona Valley Co-Op Purchasing Group"

School Districts Participating:

Alta Loma School District
Bonita Unified School District
Chaffey Joint Union High School District
Chino Valley Unified School District
Claremont Unified School District
Colton Joint Unified School District
Jurupa Unified School District
Moreno Valley Unified School District
Ontario-Montclair School District
Pomona Unified School District
Rialto Unified School District
Riverside Unified School District
Val Verde Unified School District

Bids shall be delivered in sealed envelopes marked "**Canned Food – Bid CFB-07-01-1112**" to the office of:

Rick Cota
Director, Nutrition Services
CLAREMONT UNIFIED SCHOOL DISTRICT
699 N. Mountain Ave.
Claremont, Ca 91711

prior to the above deadline. Bids will be publicly opened at **1:30 p.m. on Tuesday, May 3, 2011** at the above location.

Each bid must conform and be responsive to the bid documents, copies of which may be obtained by calling or writing:

Rick Cota
Director, Child Nutrition
CLAREMONT UNIFIED SCHOOL DISTRICT
699 N. Mountain Ave
Claremont, Ca 91711
Phone: (909) 398-0609 x73001

CLAREMONT UNIFIED SCHOOL DISTRICT DISTRICT, on behalf of The Pomona Valley Co-Op Purchasing Group reserves the right to reject any or all bids or parts thereof, to be the sole judge of the merits and qualifications of all bids to waive any informality in a bid, not necessarily accept the lowest of any offered and extend the bidding period. Design, specifications, service, delivery, and quality may be considered in making selections.

Published: April 4th, and 11th, 2011
Inland Valley Daily Bulletin

**POMONA VALLEY CO-OP PURCHASING GROUP
CANNED GOODS & CONDIMENTS**

INSTRUCTIONS & INFORMATION FOR BIDDERS

PARTICIPATING SCHOOL DISTRICTS ON WHOSE BEHALF THESE BIDS ARE SOLICITED:

**Alta Loma School District, Alta Loma, California
Bonita Unified School District, San Dimas, California
Chaffey Joint Union High School District, Ontario, California
Chino Valley Unified School District, Chino, California
Claremont Unified School District, Claremont California
Colton Joint Unified School District, Colton, California
Jurupa Unified School District, Riverside, California
Moreno Valley Unified School District, Moreno Valley, California
Ontario-Montclair School District, Ontario, California
Pomona Unified School District, Pomona, California
Rialto Unified School District, Rialto, California
Riverside Unified School District, Riverside, California
Val Verde Unified School District, Perris, California**

1. PREPARATION AND SUBMISSION OF BID FORM

CLAREMONT UNIFIED SCHOOL DISTRICT on behalf of the Pomona Valley Co-Op Purchasing Group representing the above named group of cooperating school districts invites bids on the form enclosed to be submitted no later than **1:30 p.m. on Tuesday, May 3, 2011**. All blanks on the bid form must be appropriately completed. Each bid must be submitted in a separate sealed envelope bearing on the outside "Canned Goods & Condiments #CFB-07-01-1112". It is the sole responsibility of the bidder to ensure that the bid is received by **1:30 p.m. on Tuesday, May 3, 2011**. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

2. BID OPENING

All bids shall be publicly opened at **1:30 p.m. on Tuesday, May 3, 2011** at the:

CLAREMONT UNIFIED SCHOOL DISTRICT
699 N. Mountain Ave
Claremont, Ca 91711

3. SIGNATURES

Bids must be signed with the firm name and by an authorized officer, agent or employee. Obligations assumed by such signature must be fulfilled.

4. MODIFICATIONS AND CORRECTIONS

Changes in or additions to the bid form, alternate bids, or any other modifications of the bid form which is not specifically called for in the bid documents may result in rejection of bid as not being responsive to the invitation to bid. No oral or telephone bids or modifications shall be considered. The bid submitted must not contain any erasures, inter-lineation, or other corrections unless each such correction is initialed in the margin immediately opposite the correction by the person or persons signing the bid. Bids should be verified before submission and cannot be withdrawn after their opening.

5. WITHDRAWAL OF BID

Any bidder may withdraw his bid personally or by written request at any time prior to the scheduled closing time for the receipt of bids.

6. INTERPRETATION OF BID DOCUMENTS

If any bidder finds discrepancies in, or omissions from the bid documents, they may submit to the Director of Nutrition Services of the CLAREMONT UNIFIED SCHOOL DISTRICT a written request for clarification and the response thereto will be mailed to all bidders. Corrections will be made by addenda issued to each company that has been sent or picked up a bid packet. The Co-Op will not be responsible for oral interpretations. All addenda issued during the time of bidding shall be incorporated into the bid.

7. AGREEMENT PERIOD

It is anticipated that the Agreement to be awarded under this bid shall be effective July 1, 2011, through June 30, 2012. Prices must remain firm until December 31, 2011.

8. PRICES

Bid each item separately, All Prices must be firm from, July 1, 2011 through December 31, 2011. The Co-Op may allow one price increase after December 31, 2011 with a thirty (30) calendar day written notice, however price increase may only be allowed based on the percentage of price increase for products that are at or below the consumer price increases for "**All Urban Consumers**" Database Series for the statistical area of "**US City Average**" from the category "**Food Away From Home**" as listed on the Bureau of Labor Statistics (BLS) web site (<http://www.bls.gov/data/>). The Vendor may use the preceding six (6) months, March to September. Vendor may provide alternate documentation if BLS data is not available. Acceptability of alternate documentation is at the discretion of the Members of the Pomona Co-Op. Absolutely no fuel surcharges may be levied during the term of this agreement.

9. DELIVERY SERVICES

After receiving written notification of award, each successful bidder shall be required to commence with the delivery of all items, which have been awarded immediately after receipt of a participating district purchase order. Failure to complete all deliveries within fourteen (14) calendar days after receipt of a district purchase order shall be considered sufficient cause for default action under the DEFAULT provision of this bid.

10. SAMPLES

The Co-Op reserves the right to request samples of items bid prior to the award, if the bidder is bidding items/brands other than those specified or where no brand is indicated in the bid document, the following shall apply:

Note: Submit (1) #10 can Pineapple Tidbits Domestic item 145 on bid for sampling

- A. Canned Good & Condiment: : Samples must be submitted to:

Rick Cota
Director, Nutrition Services
CLAREMONT UNIFIED SCHOOL DISTRICT
699 N. Mountain Ave
Claremont, Ca 91711

Between the hours of 8:00 a.m. and 2:00 p.m., May 3rd- May 6th, 2011, after which no samples will be accepted.

- B. Samples must be submitted free of charge. Samples must be clearly marked as to which bidder they belong to. Submit only 1 sample unit, not a case. i.e. 1 #10 can, not a case.
- C. All packages containing samples must be clearly labeled "**SAMPLES – CANNED GOODS & CONDIMENTS BID CFB-07-01-1112**" and each sample clearly identified as to the bid and item numbers under which it is to be considered.

- D. Samples which do not comply with these instructions shall not be considered for award.
- E All samples become the property of the soliciting group unless otherwise agreed to between the group and the bidder.

11. BRANDS

Brand names are included for descriptive purposes to indicate the quality, design, and utility desired, but the specification is not intended to restrict competition. Brands of equal make or type to those specified are acceptable unless otherwise indicated in this bid.

Each bidder shall indicate the manufacturer's name and case pack of the brand(s) being bid and shall submit all samples in accordance with the SAMPLE provision of this bid.

12. EVIDENCE OF RESPONSIBILITY

Upon request of the group, a bidder whose bid is under consideration for award shall promptly submit satisfactory evidence showing his financial resources. The Co-Op requires that the successful bidder meet the following minimum requirements: be in business for a minimum of 5 years; maintain a warehouse/distribution center of no less than 50,000 square feet within a 100 mile radius of the delivery points of Co-Op members; and have 3 current school district references. (See Bidder Criteria Form). The group reserves the right to inspect the vendor's warehouse during normal operating hours.

13. BID DOCUMENT

The complete bid includes the following documents: Notice Inviting Bids, Instructions to Bidders, General Conditions, Non-Collusion Affidavit, Bid Form, and Sample Printed Worksheet, Lobbying Disclosure Forms, Debarment Notification Form, and Disk Media of an Excel spreadsheet. Any of these shall be interpreted to include all the provisions of the other documents as though fully set out therein. The bidder should fully acquaint themselves with the conditions and terms affecting the performance of the Agreement if awarded. The bidder's submission of a bid shall be taken as prima facie evidence of compliance with this section. Bids should be verified before submission, as they cannot be withdrawn after their opening.

14. TAXES

Purchaser will pay for state and local taxes. Do not include taxes on the bid form.

15. DELIVERY

All prices shall be quoted FOB destination. Destination shall be the individual school district placing the order. No additional fees shall be charged for small orders. All shipments shall be accompanied by a delivery receipt. Purchase order number shall appear on all delivery receipts and invoices. All costs for delivery, drayage, insurance, freight or the packing of the said articles is to be borne by the bidder.

Failure to complete all deliveries within fourteen (14) calendar days form receipt of order shall be considered sufficient cause for default by vendor. Deliveries will be made by appointment only when requested. DELIVERIES REQUESTED BY APPOINTMENT ONLY AND NOT DELIVERED BY APPOINTMENT WILL BE SUBJECT TO REJECTION. The above listed information is to be reproduced on the vendor's Bill of Lading. Vendor will be responsible for all assessorial charges associated with the shipping of goods ordered due to failure to follow above listed shipping instructions.

16. QUANTITIES

Quantities shown are estimated usage of the Districts for the bid period. The Districts reserve the right to purchase more or less of the units specified. Each district will order in quantities best suited to their needs and storage facilities. Prices bid shall be firm for all districts and shall not increase or include shipping or any additional handling fees for districts ordering in small quantities. (These quantities are not guaranteed by the group but are included for information.)

17. MULTI-YEAR EXTENSIONS

Subject to the provisions of pricing-terms of contract, and pursuant to Education Code, Section 39644 and 81644, this bid may be extended (by mutual consent expressed in writing) for two (2) additional fiscal school years.

18. BID FORM DIRECTIONS:

- A. Bidder is to use the Excel spreadsheet template provided on the magnetic disk accompanying the bid documents.
- B. Bidder is to enter brand/trade name and SKU (stock keeping unit) number in appropriate columns of electronic Bid Form when one or more items are co-specified by District. Stating "as specified" will not satisfy this requirement (in executing a purchase order, the District will require the exact brand name and SKU number for ordering).
- C. Bidder is to enter base pricing in the appropriate column of the spreadsheet.
- D. Discounted pricing based on volume purchasing or quantity discounts is to be entered into separate appropriate columns on the spreadsheet.
- E. If distributor's SKU is different or unique as compared to manufacturer's SKU, distributor's SKU must be entered in appropriate column.
- F. A printed copy of the spreadsheet must accompany the completed electronic spreadsheet as part of the formal bid. In the case of discrepancies, the paper copy of the bid will be deemed the true bid document and the basis of the award.
- G. Bidder is to complete requested information on Bid Form cover and final Bid Form page.
- H. Bidder is to submit all Bid Form pages, even those without responses.
- I. Bidder is to pay special attention to samples provision, item 145 Pineapple Tidbits Domestic must be provided per instructions & information for bidders number 10.
- J. Whenever the specification notes "only," this requirement is made in order for the District to match existing supplies and equipment or because no other equal is known to exist. Bidder may submit "equal" products in accordance with the sample provision of Paragraph 10 of the "Instructions to Bidder."
- K. Each participating District reserves the right to purchase additional units, at various quantities, under the terms and conditions provided in this bid. Bidders are to submit the unit price for each item bid, reflecting any quantity breaks in a separate column of the spreadsheet. Bidders are to enter this information in the column provided. A single unit price submitted on the bid response form shall be interpreted to be the price for any quantity amount ordered.
- L. **The District reserves the right to reject any or all bids, in whole or in part, and to be the sole judge of the merits and qualifications of all bids and the products submitted as "equal" to the District's specifications and not necessarily accept the lowest price offered.**
- M. The District reserves the right to reject bids with multiple items per line item. Bidders submitting bids with more than one item per line item may be rejected on grounds of non-responsiveness or non-responsibility.

End of Instructions and Information for Bidders

GENERAL CONDITIONS

1. AWARD OF AGREEMENT

The soliciting group reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or the bidding, and to make its selection of items awarded based upon its specifications, or which are most economical and/or best suited for the purpose of acceptance for forty-five (45) calendar days after the bid opening date. The Co-Op reserves the right to award to one or more bidders.

It is the intention of the Co-Op to select the items to be purchased on an item-by-item basis wherever practical

The District further reserves the right to not necessarily purchase all items and/or quantities listed in the bid documents. The quantities listed are estimates of the needs of the District and may be adjusted to meet the actual needs, when determined.

2. PRICES

Prices must be stated in the units specified and remain firm for all orders placed during the Agreement Period. Prices must be firm until December 31, 2011. After that date, the percentage of price increase for products will be at or below the consumer price increases for "Food away from home: for the statistical area of "US City Average". From the "All Urban Consumers Database Series" as listed on the Bureau of Labor Statistics (BLS) web site. (<http://www.bls.gov/data/>). The Vendor may use the preceding months from July 2011 to the present date. Price increases may not exceed 3% of original bid price. Products ordered prior to price increase and calling for immediate delivery will be billed at original price regardless of delivery date. Absolutely no fuel surcharges may be levied during the term of this agreement.

3. PLACEMENT OF ORDERS

Orders shall be issued directly to the vendor by participating school districts, commencing from bid award (July 1, 2011 through June 30, 2012).

4. SUBSTITUTIONS

Substitutions for awarded items must be delivered at or below awarded price

5. ORDER LIABILITY

Any liability created by an order issued against this agreement shall be the sole responsibility of the participating school district placing the order.

6. DISCOUNTS

In connection with any discount offered, the discount period shall begin on the date the correct invoice is received and end when final approval of payment as authorized.

7. INVOICES

Invoices shall be submitted in triplicate to the participating school districts and shall contain the following information: purchase order number, item number, item description, quantity, unit price, extended totals, and applicable discounts for items delivered. Failure to enter the above information on the invoice may cause delay in payment. Payment shall be made on partial deliveries accepted by the participating school district.

8. DELIVERY SCHEDULE

Delivery of all items shall commence immediately after receipt of a district purchase order. Failure to complete deliveries on time shall be considered sufficient cause for default.

9. DELIVERY INSTRUCTIONS

All items ordered under this agreement shall be delivered FOB destination to the warehouse location specified in the purchase order by the participating school district. Those participating school districts that do not have a warehouse will specify a single point of delivery.

10. INSPECTION AND ACCEPTANCE

Inspection and acceptance of all items shall be at destination. Items found to be defective or not in accordance with the bid specifications shall be replaced by the Vendor at no additional cost to the participating districts. Failure to replace items not meeting bid specifications and/or defective items shall be considered sufficient cause for default. All substitutions must have prior approval.

All items provided under this bid shall meet or exceed the bid specifications and shall comply with all Federal and State laws governing their production, handling, and processing. Inspection shall be the responsibility of the school district and unacceptable products shall be replaced by the bidder at no cost to the participating school district. Failure to replace said items within ten (10) calendar days from receipt shall be considered sufficient cause for default.

11. INSURANCE

Without limiting vendor's indemnification of the Co-Op, vendor shall provide and maintain at its own expense during the term of the resulting contract, the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the Co-Op and evidence of such program(s) satisfactory to the District shall be delivered to the office of the Director of Child Nutrition, on or before the effective date of Contract. Such evidence shall specifically identify the contract and shall contain express conditions that Co-Op is to be given at least thirty (30) days written notice in advance of any modification or cancellation of any policy of insurance.

A. Liability

Such insurance shall be primary to and not contributing with any other insurance maintained by individual school districts, and shall name each individual school district as an individual issuer, and shall include but not be limited to:

1. Comprehensive General Liability Insurance

Endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of \$2,000,000.00 per occurrence.

2. Comprehensive Automobile Liability

Endorsed for all owned and non-owned vehicles with a combined single limit of \$2,000,000.00 per occurrence.

B. Worker's Compensation

A program of Worker's Compensation Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, and which specifically covers all persons providing services on behalf of vendor and all risks to such persons under this contract.

C. Product Liability

Vendor must maintain liability insurance including extended coverage for product liability in an amount not less than one million dollars (\$2,000,000.00) combined single limit and provide each participating district with a certificate evidencing insured and specifying that coverage shall not be canceled or modified without 30 days prior notice.

12. CAL-OSHA

The Vendor certifies by delivery, that all items furnished under this Agreement meet or exceed applicable CAL-OSHA Codes.

13. HEALTH INSPECTION

The vendor certifies by delivery, that all items furnished under this Agreement meet or exceed applicable County and or Municipal Health Code requirements.

14. DEFAULT

Any participating school district may, by written notice of default to the Vendor, terminate the whole or any part of their order under this Agreement if:

A. The Vendor fails to make delivery within the time specified herein.

OR

B. The products received are of inferior quality and not the same as specified or shown at the sampling. These items shall be returned at the seller's cost. Seller shall arrange for pick up after written notification by the District. Seller shall be responsible for cost of replacement if purchaser deems it necessary to procure suitable substitute items from supplier other than original seller. Purchaser may hold inferior items until delivery of suitable items and cost of replacement are suitably concluded.

OR

C. If the successful bidder fails or neglects to furnish or deliver any equipment, products, materials or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of this bid document in its entirety, the District reserves the right to purchase the items herein specified from another vendor, after providing the vendor with a ten (10) calendar day cure period. All additional costs or expenses incurred by reason of the failure of the successful bidder, as above stated, shall be paid by such bidder and his sureties, if any. The price paid by the District shall be considered the prevailing market price at the time such purchase is made. In the event that any of the participating school districts terminate their orders in whole or in part, they may procure supplies or services similar to those so terminated from other sources, and the Vendor shall be liable to the participating school districts for any additional costs for such similar supplies or services.

The Vendor shall not be liable for any excess costs if the failure to perform under this Agreement arises out of causes beyond their control.

Such causes may include, but are not restricted to: acts of God or of the public enemy, acts of the Government, acts of any of the participating school districts or anyone employed by them, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Normal price increases are excluded from this section.

The Vendor shall be required to deliver all supplies or services under this Agreement, which are not terminated.

15. PERFORMANCE BOND

Within five (5) calendar days from receipt of Notification of Award, successful bidders may be required to secure a 100% performance bond from a California admitted surety.

16. INDEPENDENT CONTRACTORS

While providing the items included herein, the Vendor is an independent contractor and not officer, employee, or agent of any participating school district.

17. ANTI-DISCRIMINATION

It is the policy of the soliciting groups that in connection with all services performed for any participating school district, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status, and therefore, the bidder agrees to comply with applicable Federal and California State laws including, but not limited to, Sections 1410 and 1735. In addition, the bidder agrees to require like compliance by all subcontractors employed by him.

18. ASSIGNMENT OF THE AGREEMENT

No agreement awarded under this bid shall be assigned without the prior written approval of the participating districts.

19. LIABILITY

The bidder shall hold any participating school district, its officers, agents, servants and employees harmless from liability of any nature or kind whatsoever on account of use by the publisher or author, manufacturer, or agent, or any copyrighted composition, secret process, patented or unpatented invention, or appliance furnished or used under this bid.

20. QUANTITIES

Quantities shown are estimated usages of the districts for the bid period. The districts reserve the right to purchase more or less of the units specified. Each district will order in quantities best suited to their needs and storage facilities. Prices bid shall be firm for all districts and shall not increase or include shipping or any additional handling fees for districts ordering in small quantities. (These quantities are not guaranteed by the group but are included for information.)

21. "PIGGYBACK" CLAUSE

In accordance with Public Contracts Code, section 20118, price terms and conditions in this Bid shall be extended to the school districts identified in the Notice Inviting Bids. Any school district and the awarded bidder (s) engaged in the execution of orders under this Bid, acting in accordance with Public Contracts Code, section 20118, shall not be construed as an officer, agent or employee of the Pomona Valley School Co-Op Purchasing Group and shall indemnify and hold harmless its officers, agents and employees from any and all liabilities resulting from the use of this Bid.

22. COPYRIGHT

The supplier shall hold the Pomona Valley School Co-Op Purchasing Group, its officers agents, servants and employees harmless from liability of any nature or kind on account of use of any copyrighted or uncopyrighted compositions, secret process, patented or unpatented inventions, article or appliance furnished and used under this bid.

23. BIDDERS DISCLOSURE INFORMATION

All disclosure, certification and non-collusion forms or affidavits contained in this bid must be completed and submitted prior to the final award.

24. BIDDER CRITERIA FORM

The Bidder Criteria Form must be completed and submitted with the bid.

End of General Conditions

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID**
(Public Contract Code Section 7106)

State of (_____)

County of(_____)

_____, being first duly sworn, deposes and says that he or
(name)

she is the _____ of _____ the party making
(Title) (Contractor)

the foregoing bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

(Signature of Officer)

(Typed Name of Officer)

(Office)

On _____, 20____, before me, _____
personally known to me (or proved to me on the appeared basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) or the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)
Notary Public in and for said State

BOARD AGENDA

REGULAR MEETING
July 21, 2011

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Authorization to “Piggyback” on the Pomona Valley School Co-Op Purchasing Group Bid #1(11-12)NS for the Purchase of Food Service Paper Supplies for the 2011-12 School Year
- GOAL:** Support Services/Budget Planning
- STRATEGIC PLAN:** Strategic Parameter #7 – Fiscal Responsibility
- BACKGROUND:** Colton Joint Unified School District is a member of the Pomona Valley School Co-op Purchasing Group which is comprised of 13 school districts throughout the Inland Empire. This group prepares three bids each year (canned foods; paper and food service supplies; and snack foods and beverages) with one of the districts serving as the lead agency for each bid. The remaining districts within the co-op then piggyback onto that bid.
- Riverside Unified School District, the lead agency for the food service paper supply bid, awarded a competitive bid to the lowest responsive and responsible bidders, on an item-by-item basis, to the following respondents: American Tex-Chem, American Paper & Plastics, Inc., P&R Paper Supply Company, Sysco Food Services of LA, Inc., U.S. Foodservice, Inc., and Waxie Sanitary Supply. The prices and terms of this bid are favorable and it would be in the District’s best interest to “piggyback” on this bid in accordance with Public Contract Code 20118.
- BUDGET IMPLICATIONS:** Cafeteria Fund 13 Expenditure: \$275,000
- RECOMMENDATION:** That the Board authorize the District to “piggyback” on the Pomona Valley School Co-Op Purchasing Group Bid #1(11-12)NS for the purchase of food service paper supplies for the 2011-12 school year.

NOTICE INVITING BIDS

Notice is hereby given that to bid "Food Service Paper Supplies" Bid #1(11-12)NS Riverside Unified School District will receive sealed bids for the award of contract for the purchases of Food Service Paper Supplies up to but not later than **1:00pm on June 9, 2011**. Bids will be applicable to the school districts named below, hereinafter referred to as the "Pomona Valley Co-Op Purchasing Group"

School Districts Participating:

Alta Loma School District
Bonita Unified School District
Chaffey Joint Union High School District
Chino Valley Unified School District
Claremont Unified School District
Colton Joint Unified School District
Jurupa Unified School District
Moreno Valley Unified School District
Ontario-Montclair School District
Pomona Unified School District
Rialto Unified School District
Riverside Unified School District
Val Verde Unified School District

Bids shall be delivered in sealed envelopes marked "**Food Service Paper Supplies – Bid #1(11-12)NS**" to the office of:

Rodney K. Taylor, Director Nutrition Services
Riverside Unified School District
6050 Industrial Avenue
Riverside, CA 92504

prior to the above deadline. Bids will be publicly opened at **1:00 p.m. on June 9, 2011** at the above location.

Each bid must conform and be responsive to the bid documents, copies of which may be obtained by calling or writing:

Rodney K. Taylor, Director Nutrition Services
Riverside Unified School District
6050 Industrial Avenue
Riverside, CA 92504
(951) 352-6740

RIVERSIDE UNIFIED SCHOOL DISTRICT, on behalf of The Pomona Valley Co-Op Purchasing Group reserves the right to reject any or all bids or parts thereof, to be the sole judge of the merits and qualifications of all bids to waive any informality in a bid, not necessarily accept the lowest of any offered and extend the bidding period. Design, specifications, service, delivery, and quality may be considered in making selections.

Published: May 23 & May 30, 2011
Riverside Press Enterprise

**POMONA VALLEY CO-OP PURCHASING GROUP
FOOD SERVICE SUPPLIES**

INSTRUCTIONS & INFORMATION FOR BIDDERS

PARTICIPATING SCHOOL DISTRICTS ON WHOSE BEHALF THESE BIDS ARE SOLICITED:

Alta Loma School District, Alta Loma, California
Bonita Unified School District, San Dimas, California
Chaffey Joint Union High School District, Ontario, California
Chino Valley Unified School District, Chino, California
Claremont Unified School District, Claremont California
Colton Joint Unified School District, Colton, California
Jurupa Unified School District, Riverside, California
Moreno Valley Unified School District, Moreno Valley, California
Ontario-Montclair School District, Ontario, California
Pomona Unified School District, Pomona, California
Rialto Unified School District, Rialto, California
Riverside Unified School District, Riverside, California
Val Verde Unified School District, Perris, California

1. PREPARATION AND SUBMISSION OF BID FORM

RIVERSIDE UNIFIED SCHOOL DISTRICT on behalf of the Pomona Valley Co-Op Purchasing Group representing the above named group of cooperating school districts invites bids on the form enclosed to be submitted no later than **1:00 p.m. on June 9, 2011**. All blanks on the bid form must be appropriately completed. Each bid must be submitted in a separate sealed envelope bearing on the outside "Food Service Paper Supplies Bid #1(11-12)NS". It is the sole responsibility of the bidder to ensure that the bid is received by **1:00 p.m. June 9, 2011**. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

2. BID OPENING

All bids shall be publicly opened at **1:00 p.m. on June 9, 2011** at the:

Riverside Unified School District – Nutrition Services Center
6050 Industrial Avenue
Riverside, CA 92504

3. SIGNATURES

Bids must be signed with the firm name and by an authorized officer, agent or employee. Obligations assumed by such signature must be fulfilled.

4. MODIFICATIONS AND CORRECTIONS

Changes in or additions to the bid form, alternate bids, or any other modifications of the bid form which is not specifically called for in the bid documents may result in rejection of bid as not being responsive to the invitation to bid. No oral or telephone bids or modifications shall be considered. The bid submitted must not contain any erasures, inter-lineation, or other corrections unless each such correction is initialed in the margin immediately opposite the correction by the person or persons signing the bid. Bids should be verified before submission and cannot be withdrawn after their opening.

5. WITHDRAWAL OF BID

Any bidder may withdraw his bid personally or by written request at any time prior to the scheduled closing time for the receipt of bids.

6. INTERPRETATION OF BID DOCUMENTS

If any bidder finds discrepancies in, or omissions from the bid documents, they may submit to the Director of Nutrition Services of the RIVERSIDE UNIFIED SCHOOL DISTRICT a written request for clarification and the response thereto will be mailed to all bidders. Corrections will be made by addenda issued to each company that has been sent or picked up a bid packet. The District will not be responsible for oral interpretations. All addenda issued during the time of bidding shall be incorporated into the bid.

7. AGREEMENT PERIOD

It is anticipated that the Agreement to be awarded under this bid shall be effective July 1, 2011, through June 30, 2012. Prices must remain firm until December 31, 2011.

8. PRICES

Bid each item separately. All Prices must be firm from July 1, 2011 through December 31, 2011. The District may allow one price increase after December 31, 2011 with a thirty (30) calendar day written notice, however price increase may only be allowed based on the percentage of price increase for products that are at or below the consumer price increases for **"All Urban Consumers"** Database Series for the statistical area of **"US City Average"** from the category **"Food Away From Home"** as listed on the Bureau of Labor Statistics (BLS) web site (<http://www.bls.gov/data/>). The Vendor may use the preceding six (6) months, June through November. Vendor may provide alternate documentation if BLS data is not available. Acceptability of alternate documentation is at the discretion of the District. Products ordered prior to price increase and calling for immediate delivery will be billed at original price regardless of delivery date. Absolutely no fuel surcharges may be levied during the term of this agreement.

9. DELIVERY SERVICES

After receiving written notification of award, each successful bidder shall be required to commence with the delivery of all items, which have been awarded immediately after receipt of a participating district purchase order. Failure to complete all deliveries within fourteen (14) calendar days after receipt of a district purchase order shall be considered sufficient cause for default action under the DEFAULT provision of this bid.

10. SAMPLES

The District reserves the right to request samples of items bid prior to the award, if the bidder is bidding items/brands other than those specified or where no brand is indicated in the bid document, the following shall apply:

- A. Samples must be submitted to:

Rodney K. Taylor, Director Nutrition Services
Riverside Unified School District
6050 Industrial Avenue
Riverside, CA 92504

Between the hours of 8:00 a.m. and 2:00 p.m., June 1 – June 8, after which no samples will be accepted.

- B. Samples must be submitted free of charge. Samples must be clearly marked as to which bidder they belong to. Submit only 1 sample unit, not a case.
- C. All packages containing samples must be clearly labeled **"SAMPLES – FOOD SERVICE SUPPLIES BID #1(11-12)NS"** and each sample clearly identified as to the bid and item numbers under which it is to be considered.

- D. **Samples for disposable plastic gloves, items 176, 177 AND 178 must be submitted according to the instructions above in order for the gloves to be considered for this bid.**
- E. Samples which do not comply with these instructions may not be considered for award.
- F. All samples become the property of the soliciting group unless otherwise agreed to between the group and the bidder.

11. BRANDS

Brand names are included for descriptive purposes to indicate the quality, design, and utility desired, but the specification is not intended to restrict competition. Brands of equal make or type to those specified are acceptable unless otherwise indicated in this bid.

Each bidder shall indicate the manufacturer's name and case pack of the brand(s) being bid and shall submit all samples in accordance with the SAMPLE provision of this bid.

12. EVIDENCE OF RESPONSIBILITY

Upon request of the group, a bidder whose bid is under consideration for award shall promptly submit satisfactory evidence showing his financial resources. The group requires the name of three (3) references for whom similar supplies or equipment were provided during the previous year and reserves the right to inspect the physical warehouse.

13. BID DOCUMENT

The complete bid includes the following documents: Document Check off Sheet, Notice Inviting Bids, Instructions to Bidders, General Conditions, Non-Collusion Affidavit, Bid Form, Blank Printed Worksheet, Bidder Criteria Form, Disclosure of Lobbying Activities Form, Certification Regarding Lobbying Form, Suspension and Debarment Certification Form, and Disk Media of an Excel spreadsheet. Any of these shall be interpreted to include all the provisions of the other documents as though fully set out therein. The bidder should fully acquaint themselves with the conditions and terms affecting the performance of the Agreement if awarded. The bidder's submission of a bid shall be taken as prima facie evidence of compliance with this section. Bids should be verified before submission, as they cannot be withdrawn after their opening.

14. TAXES

Purchaser will pay for state and local taxes. Do not include taxes on the bid form.

15. DELIVERY

All prices shall be quoted FOB destination. Destination shall be the individual school district placing the order. No additional fees shall be charged for small orders. All shipments shall be accompanied by a delivery receipt. Purchase order number shall appear on all delivery receipts and invoices. All costs for delivery, drayage, insurance, freight or the packing of the said articles is to be borne by the bidder.

A packing list and a Material Safety Data Sheet (MSDS), if applicable shall accompany all shipments. Failure to complete all deliveries within fourteen (14) calendar days from receipt of order shall be considered sufficient cause for default by vendor. Deliveries will be made by appointment only when requested. DELIVERIES REQUESTED BY APPOINTMENT ONLY AND NOT DELIVERED BY APPOINTMENT WILL BE SUBJECT TO REJECTION. The above listed information is to be reproduced on the vendor's Bill of Lading. Vendor will be responsible for all assessorial charges associated with the shipping of goods ordered due to failure to follow above listed shipping instructions.

16. QUANTITIES

Quantities shown are estimated usage of the participating school districts for the bid period. The participating school districts reserve the right to purchase more or less of the units specified. Each district will order in quantities best suited to their needs and storage facilities. Prices bid shall be firm for all districts and shall not increase or include shipping or any additional handling fees for districts ordering in small quantities. (These quantities are not guaranteed by the group but are included for information.)

17. MULTI-YEAR EXTENSIONS

Subject to the provisions of pricing-terms of contract, and pursuant to Education Code, Section 39644 and 81644, this bid may be extended (by mutual consent expressed in writing) for two (2) additional fiscal school years.

The extension may be granted on a year by year basis provided that the following conditions are being met:

- a. The Members of the Pomona Co Op have deemed the products and services of the vendor satisfactory.
- b. The Vendor shall submit a list of the price increases for the next fiscal year (July 1 to June 30) by the last business day in May.
- c. The percentage of price increase for products are at or below the consumer price increase for **"All Urban Consumers"** Database Series for the statistical area of **"US City Average"** from the category **"Food Away From Home"** as listed on the Bureau of Labor Statistics (BLS) web site (<http://www.bls.gov/data/>). The Vendor may use the preceding twelve (12) months, June to May, or the preceding twelve (12) months) May to April, depending on the most recent months listed on the web site two weeks prior to submittal of price increases. Vendor may provide alternate documentation if BLS data is not available. Acceptability of alternate documentation is at the discretion of the Members of the Pomona Co-Op.
- d. If prices were increased mid year (see Instructions & Information for Bidders Item #8) the total increase in contract prices (July to June) shall not exceed item c listed above.
- e. Documentation of Insurance Coverage, (General Conditions, Item #1) shall be resubmitted with each request for contract extension.

18. BID FORM DIRECTIONS:

- A. Bidder must use the Excel spreadsheet template provided on the computer disk accompanying the bid documents. Bidder must enter vendor information on first page of spreadsheet.
- B. Bidder is to enter brand/trade name and SKU (stock keeping unit) number in appropriate columns of the Bid Spreadsheet.
- C. Bidder is to enter base pricing in the appropriate column of the spreadsheet.
- D. Discounted pricing based on volume purchasing or quantity discounts is to be entered into separate appropriate columns on the spreadsheet.
- E. If distributor's SKU is different or unique as compared to manufacturer's SKU, distributor's SKU must be entered in appropriate column.
- F. A signed printed copy of the spreadsheet must be included as part of the formal bid. In the case of discrepancies, the printed paper copy of the bid will be deemed the true bid document and the basis of the award.
- G. Bidder is to complete requested information on Bid Form cover and sign the final Bid Form page.
- H. Bidder is to submit all Bid Form pages, even those without responses.
- I. Bidder is to pay special attention to samples provision which states samples required for items 176, 177 and 178.
- J. Whenever the specification notes "only," this requirement is made in order for the District to match existing supplies and equipment or because no other equal is known to exist. Bidder may submit "equal" products in accordance with the sample provision of Paragraph 10 of the "Instructions to Bidder."

- K. Each participating district reserves the right to purchase additional units, at various quantities, under the terms and conditions provided in this bid. Bidders are to submit the unit price for each item bid, reflecting any quantity breaks in a separate column of the spreadsheet. Bidders are to enter this information in the column provided. A single unit price submitted on the bid response form shall be interpreted to be the price for any quantity amount ordered.
- L. The District reserves the right to reject any or all bids, in whole or in part, and to be the sole judge of the merits and qualifications of all bids and the products submitted as "equal" to the District's specifications and not necessarily accept the lowest price offered.
- M. The District reserves the right to reject bids with multiple items per line item. Bidders submitting bids with more than one item per line item may be rejected on grounds of non-responsiveness or non-responsibility.

End of Instructions and Information for Bidders

GENERAL CONDITIONS

1. AWARD OF AGREEMENT

The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or the bidding, and to make its selection of items awarded based upon its specifications, or which are most economical and/or best suited for the purpose of acceptance by forty-five (45) calendar days after the bid opening date. The District reserves the right to award to one or more bidders.

It is the intention of the District to select the items to be purchased on an item-by-item basis wherever practical. However, the District reserves the right to combine items of like design and/or type to maintain uniformity.

The participating school districts reserve the right to not necessarily purchase all items and/or quantities listed in the bid documents. The quantities listed are estimates of the needs of the districts and may be adjusted to meet the actual needs, when determined.

2. PRICES

All prices must be firm from July 1, 2011 through December 31, 2011. The District may allow one price increase after December 31, 2011 with a thirty (30) calendar day written notice, however price increase may only be allowed based on the percentage of price increase for products that are at or below the consumer price increases for "All Urban Consumers" Database Series for the statistical area of "US City Average" from the category "Food Away From Home" as listed on the Bureau of Labor Statistics (BLS) web site (<http://www.bls.gov/data/>). The Vendor may use the preceding six (6) months, June to November. Vendor may provide alternate documentation if BLS data is not available. Acceptability of alternate documentation is at the discretion of the District. Products ordered prior to price increase and calling for immediate delivery will be billed at original price regardless of delivery date. Absolutely no fuel surcharges may be levied during the term of this agreement.

3. PLACEMENT OF ORDERS

Orders shall be issued directly to the vendor by participating school districts, commencing from bid award (July 1, 2011 through June 30, 2012).

4. SUBSTITUTIONS

Substitutions for awarded items must be pre-approved by the receiving district and delivered at or below awarded price.

5. ORDER LIABILITY

Any liability created by an order issued against this agreement shall be the sole responsibility of the participating school district placing the order.

6. DISCOUNTS

In connection with any discount offered, the discount period shall begin on the date the correct invoice is received and end when final approval of payment as authorized.

7. INVOICES

Invoices shall be submitted in triplicate to the participating school districts and shall contain the following information: purchase order number, item number, item description, quantity, unit price, extended totals, and applicable discounts for items delivered. Failure to enter the above information on the invoice may cause delay in payment. Payment shall be made on partial deliveries accepted by the participating school district.

8. DELIVERY SCHEDULE

Delivery of all items shall commence immediately after receipt of a district purchase order. Failure to complete deliveries on time shall be considered sufficient cause for default.

9 DELIVERY INSTRUCTIONS

All items ordered under this agreement shall be delivered FOB destination to the location specified in the purchase order by the participating school district.

10. INSPECTION AND ACCEPTANCE

Inspection and acceptance of all items shall be at destination. Items found to be defective or not in accordance with the bid specifications shall be replaced by the Vendor at no additional cost to the participating districts. Failure to replace items not meeting bid specifications and/or defective items shall be considered sufficient cause for default. All substitutions must have prior approval.

All items provided under this bid shall meet or exceed the bid specifications and shall comply with all Federal and State laws governing their production, handling, and processing. Inspection shall be the responsibility of the school district and unacceptable products shall be replaced by the bidder at no cost to the participating school district. Failure to replace said items within ten (10) calendar days from receipt shall be considered sufficient cause for default.

11. INSURANCE

Without limiting vendor's indemnification of the Co-Op, vendor shall provide and maintain at its own expense during the term of the resulting contract, the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the Co-Op and evidence of such program(s) satisfactory to each participating school district shall be delivered to participating school district on or before the effective date of Contract. Such evidence shall specifically identify the contract and shall contain express conditions that Co-Op is to be given at least thirty (30) days written notice in advance of any modification or cancellation of any policy of insurance.

A. Liability

Such insurance shall be primary to and not contributing with any other insurance maintained by individual school districts, and shall name each individual school district as an individual issuer, and shall include but not be limited to:

1. Comprehensive General Liability Insurance

Endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of \$2,000,000.00 per occurrence.

2. Comprehensive Automobile Liability

Endorsed for all owned and non-owned vehicles with a combined single limit of \$2,000,000.00 per occurrence.

B. Worker's Compensation

A program of Worker's Compensation Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, and which specifically covers all persons providing services on behalf of vendor and all risks to such persons under this contract.

C. Product Liability

Vendor must maintain liability insurance including extended coverage for product liability in an amount not less than one million dollars (\$1,000,000.00) combined single limit and provide each participating district with a certificate evidencing insured and specifying that coverage shall not be canceled or modified without 30 days prior notice.

12. CAL-OSHA

The Vendor certifies by delivery, that all items furnished under this Agreement meet or exceed applicable CAL-OSHA Codes.

13. DEFAULT

Any participating school district may, by written notice of default to the Vendor, terminate the whole or any part of their order under this Agreement if:

- A. The Vendor fails to make delivery within the time specified herein.

OR

- B. The products received are of inferior quality and not the same as specified or shown at the sampling. These items shall be returned at the seller's cost. Seller shall arrange for pick up after written notification by the District. Seller shall be responsible for cost of replacement if purchaser deems it necessary to procure suitable substitute items from supplier other than original seller. Purchaser may hold inferior items until delivery of suitable items and cost of replacement are suitably concluded.

OR

- C. If the successful bidder fails or neglects to furnish or deliver any equipment, products, materials or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of this bid document in its entirety, the District reserves the right to purchase the items herein specified from another vendor, after providing the vendor with a ten (10) calendar day cure period. All additional costs or expenses incurred by reason of the failure of the successful bidder, as above stated, shall be paid by such bidder and his sureties, if any. The price paid by the District shall be considered the prevailing market price at the time such purchase is made. In the event that any of the participating school districts terminate their orders in whole or in part, they may procure supplies or services similar to those so terminated from other sources, and the Vendor shall be liable to the participating school districts for any additional costs for such similar supplies or services.

The Vendor shall not be liable for any excess costs if the failure to perform under this Agreement arises out of causes beyond their control.

Such causes may include, but are not restricted to: acts of God or of the public enemy, acts of the Government, acts of any of the participating school districts or anyone employed by them, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Normal price increases are excluded from this section.

The Vendor shall be required to deliver all supplies or services under this Agreement, which are not terminated.

14. PERFORMANCE BOND

Within five (5) calendar days from receipt of Notification of Award, successful bidders may be required to secure a 100% performance bond from a California admitted surety.

15. INDEPENDENT CONTRACTORS

While providing the items included herein, the Vendor is an independent contractor and not officer, employee, or agent of any participating school district.

16. ANTI-DISCRIMINATION

It is the policy of the soliciting groups that in connection with all services performed for any participating school district, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status, and therefore, the bidder agrees to comply with applicable Federal and California State laws including, but not limited to, Sections 1410 and 1735. In addition, the bidder agrees to require like compliance by all subcontractors employed by him.

17. ASSIGNMENT OF THE AGREEMENT

No agreement awarded under this bid shall be assigned without the prior written approval of the participating districts.

18. LIABILITY/COPYRIGHT

The bidder or supplier shall hold any participating school district, its officers, agents, servants and employees harmless from liability of any nature or kind whatsoever on account of use by the publisher or author, manufacturer, or agent, of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this bid.

19. QUANTITIES

Quantities shown are estimated usages of the districts for the bid period. The districts reserve the right to purchase more or less of the units specified. Each district will order in quantities best suited to their needs and storage facilities. Prices bid shall be firm for all districts and shall not increase or include shipping or any additional handling fees for districts ordering in small quantities. (These quantities are not guaranteed by the group but are included for information.)

20. "PIGGYBACK" CLAUSE

In accordance with Public Contracts Code, section 20118, price terms and conditions in this Bid shall be extended to the school districts identified in the Notice Inviting Bids. Any school district and the awarded bidder (s) engaged in the execution of orders under this Bid, acting in accordance with Public Contracts Code, section 20118, shall not be construed as an officer, agent or employee of the Pomona Valley School Co-Op Purchasing Group and shall indemnify and hold harmless its officers, agents and employees from any and all liabilities resulting from the use of this Bid.

21. BIDDERS DISCLOSURE INFORMATION

All disclosure, certification and non-collusion forms or affidavits contained in this bid must be completed and submitted with the sealed bid packet.

22. BIDDER CRITERIA FORM

The Bidder Criteria Form must be completed and submitted with the original bid.

End of General Conditions

NONCOLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID
(Public Contract Code Section 7106)

State of (_____)

County of(_____)

_____, being first duly sworn, deposes and says that he or
(name)

she is the _____ of _____ the party making
(Title) (Contractor)

the foregoing bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

(Signature of Officer)

(Typed Name of Officer)

(Office)

On _____, 20____, before me, _____
personally known to me (or proved to me on the appeared basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) or the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said State (Seal)

BOARD AGENDA

**REGULAR MEETING
July 21, 2011**

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Jamie R. Ayala, Assistant Superintendent, Business Services
- SUBJECT:** Approval for Star Insurance Company Excess Workers' Compensation and Employer's Liability Policy Renewal (2011-12)
- GOAL:** Budget Planning
- STRATEGIC PLAN:** Strategy #1 – Communication
Strategy #3 – Decision Making
- BACKGROUND:** The District provides Workers' Compensation through a self insured program and maintains a \$10 million excess Workers' Compensation and Liability policy above our self insured retention (SIR) or deductible of \$1,000,000. The policy also includes an annual \$200,000 cash flow protection option to limit losses with large claims and Star Insurance is the only company that currently offers this important coverage to school districts in California. Star Insurance has agreed to a 0.00% increase over the 2010-11 rates and has guaranteed these same rates for both 2011-12 and 2012-13.
- BUDGET
IMPLICATIONS:** Workers' Compensation Fund Expenditure: \$68,305 (estimated)
- RECOMMENDATION:** That the Board approve the Star Insurance Company Excess Excess Worker's Compensation and Employer's Liability Policy Renewal 2011-12.

BOARD AGENDA

**REGULAR MEETING
July 21, 2011**

CONSENT ITEM

TO: **Board of Education**

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

SUBJECT: **Approval of Cherrydale Fundraiser at Bloomington and Terrace Hills Middle Schools**

GOALS: Budget Planning, Community Relations & Parent Involvement

STRATEGIC PLAN: Strategy #6 – Character

BACKGROUND: BMS students will sell items from the Cherrydale catalog for a two-week period in September and October 2011.

THMS students will sell items from the Cherrydale catalog for a two-week period in August and September 2011.

The fundraisers have received appropriate approval through the Associated Student Body (ASB). Funds raised will be used for student assemblies, activities, recognition and awards.

BUDGET IMPLICATIONS: No impact to the General Fund.

RECOMMENDATION: That the Board approve the Cherrydale Fundraiser at Bloomington and Terrace Hills Middle Schools.

BOARD AGENDA

REGULAR MEETING
July 21, 2011

ACTION ITEM

TO: Board of Education

PRESENTED BY: Ingrid Munsterman, Assistant Superintendent, Human Resources Division

SUBJECT: Approval of Personnel Employment

GOAL: Human Resources Development

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: Administrative Regulations AR 4112 and 4212 *Appointment and Conditions of Employment* state the following:

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.

I-A Certificated – Regular Staff

1. Barahona, Mayra Speech Therapist – PPS

I-B Certificated – Activity/Coaching Assignments

1. Bautista, Leilani Pep Squad Director – BHS

2. Conner, Thomas HD Varsity Football – BHS

3. Fino, Marcos HD Frosh/Soph Football – BHS

4. Kalagonis, Donn T. Asst. Frosh/Soph Football – BHS

5. Reedy, William Asst. Varsity Football – BHS

6. Rojas, David Asst. Frosh/Soph Football – BHS

7. Wierenga, Jean HD Varsity Cross County – BHS

8. Martin, Craig R. Head Frosh/Soph Football – CHS

9. Pope, Brian HD Varsity Golf – CHS

10. Urban, Richard T. HD Varsity Tennis – CHS

I-C Certificated – Hourly - None

I-D Certificated – Substitute Teacher - None

II-A Classified – Regular Staff - None

II-B Classified – Activity/Coaching Assignments

1. Aguilera, Julie HD Varsity Cross Country – BHS

2. Blanche, Samuel Asst. Varsity Football – BHS

3. Blinkinsop, Jennie HD Varsity Volleyball – BHS

4. Castro, Angel HD JV Football – BHS

5. MacDonald, Roberta Asst. Pep Squad Director – BHS

6. Morales, Terrence HD JV Volleyball – BHS

7. Bray Jr., Richard Asst. Varsity Football – CHS

8. Hornbeck, Lola HD Varsity Volleyball – CHS

9. Hornbeck, Erin HD JV Volleyball – CHS

10. Ma'ilo, Chris S. Asst. Varsity Football – CHS

11. Martinez, Laura Pep Squad Director – CHS

12. Martinez, Monique Asst. Pep Squad Director – CHS

13. Morales, Ruben Asst. Varsity Football – CHS

14. Perez, Ronald HD Varsity Cross Country – CHS (walk-on)

II-C Classified – Hourly

1. Arroyo, Elysa AVID Tutor – CMS

2. Bain, Schanell AVID Tutor – CHS/THMS

3. Barragan, Valeria AVID Tutor – ROHMS

4. Calderon, Michael AVID Tutor – CHS

5. Campos, Christina AVID Tutor – ROHMS

6. Campos, Triny AVID Tutor – ROHMS

7. Carbajal, Samantha AVID Tutor – CHS

8. Chacon, Kimberly AVID Tutor – CMS

9. Diaz, Elizabeth AVID Tutor – CMS

10. Fisher, Matthew AVID Tutor – CHS

11. Garcia, Adam AVID Tutor – CHS/THMS

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- | | |
|-----------------------------|---------------------------------|
| 12. Garcia, Vienna | AVID Tutor – CMS |
| 13. Gomez, David | AVID Tutor – THMS |
| 14. Gonzalez, Karissa | AVID Tutor – ROHMS |
| 15. Gonzalez, Kendra | AVID Tutor – ROHMS |
| 16. Gudino, Jesus | AVID Tutor – CHS |
| 17. Guitron, Brianna | AVID Tutor – CMS |
| 18. Gutierrez, Danielle | AVID Tutor – CHS |
| 19. Gutierrez, Stephanie | AVID Tutor – CHS/THMS |
| 20. Hallwachs, Gina | AVID Tutor – CHS |
| 21. Lopez, Belia | AVID Tutor – BMS |
| 22. Lopez, Cynthia | AVID Tutor – BMS |
| 23. Moreno, Edgardo | AVID Tutor – CMS |
| 24. Lopez, Jacobo | AVID Tutor – BMS |
| 25. Martinez, Michelle | AVID Tutor – THMS |
| 26. Muniz, Juan | AVID Tutor – BMS |
| 27. Nelson, Carlos | AVID Tutor – BMS |
| 28. Ortiz, Juan | AVID Tutor – CMS |
| 29. Preciado, Evelyn | AVID Tutor – ROHMS |
| 30. Rodriguez, Hilda | Sub Bus Driver – Transportation |
| 31. Sarabia-Chaidez, Nazhly | AVID Tutor – ROHMS |
| 32. Sinohui, Andrew | Sub Bus Driver – Transportation |

II-D Classified – Substitute

1. Ridley-Marcos, Angie Sub Noon Aide – Grimes

Resignations:

Certificated

1. Malatesta, Rachel Assistant Principal – Grant
Employed April 2, 2007; resignation effective June 17, 2011.
2. Nepomuceno, Jair Teacher – BMS
Employed August 25, 2009; resignation effective June 9, 2011.
3. Sandiford, Givona Speech Therapist – PPS
Employed August 4, 2009; resignation effective June 9, 2011.
4. Vasquez, Amber Teacher – CHS
Employed August 28, 2008; resignation effective June 9, 2011.

RECOMMENDATION: That the Board approve personnel employment as presented.

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

BOARD AGENDA

**REGULAR MEETING
July 21, 2011**

ACTION ITEM

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

Randall Cenicerros – Board Board Member	<i>CLSBA 2011 Unity Conference</i> October 7-8, 2011 Del Mar, CA General fund: \$974.87
Jerry Almendarez – Supt’s Office Superintendent Robert D. Armenta – Board Randall Cenicerros Frank Ibarra Patt Haro Roger Kowalski Pilar Tabera Board Members	<i>CSBA Annual Education Conference And Trade Show</i> December 1-3, 2011 San Diego, CA General fund: \$10,683.88
Jerry Almendarez – Supt’s Office Superintendent	<i>ACSA – Superintendent’s Symposium</i> January 25-27, 2012 Monterey, CA General fund: \$1,665.00
Lisa Padilla – BHS Curriculum Program Specialist	<i>WASC Accreditation Visit Katella High School</i> March 4-7, 2012 Anaheim, CA No Cost to the District

BUDGET IMPLICATIONS: General Fund Expenditure: \$13,323.75

RECOMMENDATION: That the Board approve conference attendance as presented.

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

BOARD AGENDA

REGULAR MEETING
July 21, 2011

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Ingrid Munsterman, Assistant Superintendent,
Human Resources Division
- SUBJECT:** Approval to Assign SDC/LH Teacher(s) Under CA Commission on
Teacher Credentialing Variable Term Waiver (2011-12)
- GOAL:** Personnel Development
- STRATEGIC PLAN:** Strategy #1 - Communication
- BACKGROUND:** Title 5 Section 80122(j) requires a separate board agenda item to verify that the notice of intent to assign a teacher in an identified position under a Variable Term Waiver has been made public and approved by the governing board of the employing school district in a public meeting.
- Due to a recent change in CTC credentialing requirements adding another level of certification for services to students with autism, the District has encountered the necessity to assign certain “mild/moderate-level” special education teachers under a Variable Term Waiver for the Added Authorization in Special Education: Autism Spectrum Disorders. The Variable Term Waiver is valid for one year.
- The District requests approval to assign the following “mild/moderate-level” special education teachers under a Variable Term Waiver authorization:
- | | |
|-------------------|---|
| Herlihy, Chad | SDC/LH Teacher, Ruth Harris MS
Internship Education Specialist: Mild/Moderate |
| Raymondo, Tiffany | SDC/LH Teacher, Jurupa Vista Elementary
Internship Education Specialist: Mild/Moderate |
- BUDGET IMPLICATIONS:** No impact to the General Fund
- RECOMMENDATION:** That the Board approve the assignment of the named “mild/moderate-level” special education teachers in the identified positions utilizing a CA Commission on Teacher Credentialing Variable Term Waiver option for the 2011-12 school year, as presented.
- ACTION:** On motion of Board Member _____ and _____, the Board approved the recommendation as presented.

BOARD AGENDA

**REGULAR MEETING
July 21, 2011**

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 01 Expenditures: \$ 34,765,072.89
Total Expenditures: \$ 34,765,072.89

RECOMMENDATION: That the Board approve Purchase Orders in excess of \$10,000 for a total of \$ 34,765,072.89

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</u>	<u>RESOURCE DESCRIPTION</u>	<u>AMOUNT</u>
114290	Cambium Learning Voyager	Inst. Matls./PPS	3313	ARRA Idea Pt B, Sec. 611 Local	\$58,554.45
020010	West Valley Water District	Water/Sewer/Various	0000	Revenue Limit Unrestricted	\$198,050.00
020011	Fontana Water Company	Water/D'arcy, J. Vista, Lewis	0000	Revenue Limit Unrestricted	\$89,650.00
020012	City of Colton	Water/Sewer/Various	0000	Revenue Limit Unrestricted	\$264,015.00
020013	Southern Calif. Edison	Electricity/Various	0000	Revenue Limit Unrestricted	\$2,019,000.00
020015	City of Fontana	Sewer/D'Arcy, J. Vista, RHMS, Syc. Hills	0000	Revenue Limit Unrestricted	\$49,000.00
020016	The Gas Company	Natural Gas/Various	0000	Revenue Limit Unrestricted	\$163,900.00
020018	AT&T/MCI	Telephone/Various	0000	Revenue Limit Unrestricted	\$71,889.00
020019	AT&T/MCI	Telephone/various	0000	Revenue Limit Unrestricted	\$109,229.00
020020	AT&T/MCI	Telephone/Various	1100	State Lottery Revenue	\$10,320.00
020021	AT&T/MCI	Internet Prov. Svs.	0000	Revenue Limit Unrestricted	\$102,000.00
020022	US Bank Trust N.A.	Debt Svs./Fiscal Svs.	0000	Revenue Limit Unrestricted	\$794,097.50
020024	Baldy Fire & Safety	Fire Ext. Svs./District-wide	0000	Revenue Limit Unrestricted	\$14,000.00
020056	Postmaster	Postage/Print Shop	0000	Revenue Limit Unrestricted	80,000.00
020059	Konica Minolta Business	Lease Payments/Print Shop	0000/1100	Revenue Limit Unrestricted State Lottery Revenue	\$111,384.00
020133	Deltacare USA	Benefits/District-wide	0000	Revenue Limit Unrestricted	\$85,000.00
020134	High Desert Employee Employer	Benefits/District-wide	0000	Revenue Limit Unrestricted	\$12,784,000.00
020135	Kaiser Foundation Health Plan	Benefits/District-wide	0000	Revenue Limit Unrestricted	\$12,940,000.00
020143	Parkhouse Tire Inc.	Inventory/Transp.	0000	Revenue Limit Unrestricted	\$30,000.00
020180	A-Z Bus Sales	Inventory/Transp.	0000	Revenue Limit Unrestricted	\$60,000.00
020229	Poma Distributing Co.	Gas/Diesel/Transp.	7230	Transp. - Home to School	\$60,000.00
020232	So. Calif. Gas Co.	Vehicle Fuel/Transp.	7230	Transp. - Home to School	\$60,000.00
020257	Dell Inc.	Tech Svs./I.T.	0000	Revenue Limit Unrestricted	\$27,000.00
020316	Learning Plus Assoc.	Inst. Matls./Zimmerman	3010	NCLB: Title 1, Pt A Grnt Low Inc.	\$13,046.45
020338	California Agri-Control Inc.	Pest Control/Various	0000	Revenue Limit Unrestricted	\$32,400.00
020373	Aequitas Solutions	Maint. Agree./I.T.	0000	Revenue Limit Unrestricted	\$87,486.00
020390	United of Omaha Life Ins.	SERP/Fiscal Svs.	0000	Revenue Limit Unrestricted	\$1,109,378.00
020391	United of Omaha Life Ins.	SERP/Fiscal Svs.	0000	Revenue Limit Unrestricted	\$971,939.00
020404	United of Omaha Life Ins.	SERP/Fiscal Svs.	0000	Revenue Limit Unrestricted	\$472,984.00
020414	Riverside Highland Water	Water/Various	0000	Revenue Limit Unrestricted	\$58,695.00
020415	City of Colton	Electricity/Various	0000	Revenue Limit Unrestricted	\$1,750,500.00
020420	Liberty Paper	Paper/Purchasing	0000	Revenue Limit Unrestricted	\$22,980.49
020508	AT&T/MCI	Telephone/Various	1100/0395/3010/ 7230	State Lottery Revenue Tier III Site Allocation NCLB: TTL I, Pt A Grnt Low Inc Transportation-Home to School	\$17,370.00
020509	Dewey Pest Control	Pest Control/Various	8150/0000	RMA-Ongoing Major Maint. Revenue Limit Unrestricted	\$30,225.00
020609	AT&T Mobility	Cell Phone/ Various	0000/0305	Revenue Limit Unrestricted Tier III - School Safety	\$16,980.00
TOTAL					\$34,765,072.89

BOARD AGENDA

REGULAR MEETING
July 21, 2011

ACTION ITEM

TO: Board of Education

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

SUBJECT: Authorization to Submit Certification for Receipt of Funds from the Inland Valley Development Agency

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: The Inland Valley Development Agency (IVDA) adopted certain School District Tax Increment Revenue Pass-Through Agreements in December 1990, of which the Colton Joint Unified School District was included.

- In 1993 the IVDA adopted certain amendments to the pass through agreements to provide for the issuance of certain 1993 Notes of the IVDA to fund various amounts to be remitted to the participating School Districts pursuant to the pass through agreements and for the benefit of the participating School Districts.
- In 1997, the 1993 Notes were refinanced by Tax Allocation Bonds of the IVDA, and, based upon municipal bond market conditions, the 1997 Tax Allocation Bonds have benefited from lower than anticipated interest rates, thereby producing additional funds for the IVDA and participating School Districts.
- \$195,717.01 will be remitted to the District by the IVDA upon execution of the Certification, which must include a description of how the District will use and apply the funds.

The School District plans to use and apply such funds for the following purposes as authorized by the School District Pass-Through Agreement:

1. Birney Elementary School – Parking lot repairs & security lighting
2. Lincoln Elementary School – Shade shelter, security fencing & security lighting
3. Washington High School – Shade Shelter, parking lot repairs & security lighting

The IVDA Certification, also, requires official action of the governing body of the Colton Joint Unified School District to duly appoint an acting officer to make representations and other commitments on behalf of the school District.

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Therefore, the Board duly appoints and authorizes:
Jaime R. Ayala, Assistant Superintendent, to make the

representations and other commitments as set forth on behalf of the school District.

BUDGET

IMPLICATIONS: Capital Facilities Fund 25 Revenue: \$195,717.01

RECOMMENDATION: That the Board authorize to submit the Certification for Receipt of Funds from the Inland Valley Development Agency.

ACTION: On motion of Board Member _____ and _____, the Board authorized the District to submit the Certification for Receipt of Funds from the Inland Valley Development Agency, as presented.

REVISED

**SCHOOL DISTRICT CERTIFICATION
FOR RECEIPT OF FUNDS FROM THE
INLAND VALLEY DEVELOPMENT AGENCY**

The undersigned Jaime R. Ayala is the duly appointed and acting Assistant Superintendent of the Colton Joint Unified School District (the "School District"), and the undersigned has been authorized by the official action of the governing body of the School District to make the representations and other commitments as set forth herein on behalf of the School District. The undersigned recognizes that the Inland Valley Development Agency (the "IVDA") pursuant to Resolution No. 2011-03 as adopted on February 23, 2011, authorized the remittance of certain dollar amounts to the School District upon satisfaction of conditions precedent by the School District to the remittance of such funds from the IVDA to the School District.

The School District hereby requests the remittance of an amount equal to \$195,717.01 representing ninety percent (90%) of the dollar amount being retained by the IVDA pursuant to that certain School District Pass-Through Agreement, as amended, by and between the School District and the IVDA. The undersigned has reviewed the attached schedule (attached hereto as Attachment 1) as prepared by the independent audit firm whereby the dollar amounts retained by the IVDA on behalf of the School District pursuant to the School District Pass-Through Agreement, as amended, have been calculated. The undersigned further certifies that such dollar amounts as presently retained by the IVDA for the School District are true and correct and calculated in accordance with the procedures and formulae contained in the School District Pass-Through Agreements, as amended, and the undersigned on behalf of the School District commits and binds the School District to the manner and effect of such calculations.

The undersigned on behalf of the School District further represents and warrants that in accordance with the limitations on the use of the tax increment revenues payable by the IVDA to the School District pursuant to the School District Pass-Through Agreement, as amended, the

School District will use and apply such funds as received hereunder for the following purposes as authorized by the School District Pass-Through Agreement, as amended:

1. Birney Elementary-Parking lot repairs & security lighting
2. Lincoln Elementary-Shade shelter, security fencing & security lighting
3. Washington High-Shade shelter, parking lot repairs & security lighting
4. _____
5. _____

This Certification and the statements contained herein shall be relied upon by the IVDA in all financial matters affecting IVDA and the School District Pass-Through Agreement, as amended, and this Certification is duly executed and delivered as of this 21st day of July, 2011.

By: _____

Name: _____

Title: _____

BOARD AGENDA

REGULAR MEETING
July 21, 2011

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Agreement #2011-12-1 with Pick Up Stix Restaurants to Provide School Lunch Approved Asian Entrée Items for the 2011-12 School Year

GOALS: Support Services/Budget Planning

STRATEGIC PLAN: Strategic Parameter #7 – Fiscal Responsibility

BACKGROUND: Pick Up Stix Restaurants, a school lunch vendor, provides freshly prepared Asian entrée items that meet state and federal regulations for the National School Lunch Program.

Per the Code of Federal Regulations, Title 7 Agriculture, Department of Agriculture, 7CFR3016.36, procurement by noncompetitive proposals is approved for Nutrition Services when the item is available from a single source.

Pick Up Stix Restaurants is the only vendor that prepares and delivers school approved, ready-to eat Asian entrees in the Southern California market. The Asian entrees will be served at the middle and high schools on a weekly basis in the National School Lunch Program and as an ala carte item.

BUDGET IMPLICATIONS: Nutrition Services Fund 13 Expenditure: \$270,000

RECOMMENDATION: That the Board approve the agreement #2011-12-1 with Pick Up Stix Restaurants to provide School Lunch Approved Asian entrée Items for the 2011-12 School Year as presented.

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

Colton Joint Unified School District

1212 Valencia Drive

Colton, CA 92324

Nutrition Services Department

**Pick-up Stix
Agreement # 2011-12-1**

Total Pages 13

AGREEMENT

THIS AGREEMENT, made the 21st day of July, 2011 in the County of Orange, State of California, by and between the Colton Joint Unified School District, hereinafter called the District, and Stix Holdings, LLC dba Pick Up Stix, hereinafter called the Contractor,

WITNESSETH that the District and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1: The Contractor hereby agrees to sell to the District:

- House Special Chicken – School lunch Item (4 oz rice/2 1/2 oz chicken @ \$1.50 per unit)
- Orange Chicken – School Lunch Item (4 oz rice/2 1/2 oz chicken @ \$1.50 per unit)

and in strict compliance with the contract documents specified in Article 5 below.

ARTICLE 2: TIME FOR PERFORMANCE

(a) The term of this contract shall be from August 08, 2011 through June 30, 2012 (the "Initial Term"). The District maintains the right to extend this contract for up to four (4) years should the parties mutually agree in writing, or have a permissible range in price increase per annum.. Contractor shall not perform any work under this Agreement until (1) Contractor furnishes proof of insurance as required under Article of the Terms and Conditions and (2) the District gives the Contractor a written, signed and numbered purchase order which shall serve as a Notice to Proceed.

(b) In entering into this Agreement, Contractor acknowledges and agrees that specifications and times of delivery stipulated herein are adequate and reasonable.

ARTICLE 3: CONTRACT PRICE. During the Initial Term, the District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, those prices shown in the bid form for the products ordered, with a minimum order of 500 per order, delivery included..

ARTICLE 4: TERMINATION AND DAMAGES This Agreement and Contract may be terminated upon 30 days written notice to the Contractor. Suspension of this contract may be made at any time the District perceives a health and safety problem with the production or delivery of the Lunch Items from Pick-up Stix. Notification of suspension will be made by telephone to the person authorized to receive notices in Article 6, and written notice will be sent by overnight mail. Subject to any other rights or remedies to which Contractor may be entitled under applicable law, the Contractor may terminate this Agreement and Contract upon 60 days' written notice to the District for any reason or no reason.

The District reserves the right to inspect the facilities of the Contractor at any time during the term of the bid with a minimum of 4 business days notice to determine if the specifications and terms of the bid are being met. Such inspection shall not be during peak lunch or dinner hours. Denial of this right will result in termination of the contract.

ARTICLE 5: COMPONENT PARTS OF THE CONTRACT. The contract entered into by this Agreement consists of the following contract documents, all of which are component parts of the contract as if herein set out in full or attached hereto:

- Agreement
- Terms and Conditions
- Equal Opportunity Statement
- Bid Form and Specifications
- Non-collusion Affidavit
- Contractor's Certificate Regarding Workers' Compensation

Certification Regarding Lobbying
Suspension and Debarment Certification

All of the above-named contract documents are intended to be complementary. Work required by or conditions stated in one of the above-named contract documents and not by others shall be done as if required by all. This agreement shall supersede any prior agreement of the parties.

ARTICLE 6: ADMINISTRATION OF THE AGREEMENT AND NOTICES This Agreement shall be administered on behalf of the parties as follows, and any notice or correspondence desired or required to be sent to a party hereunder shall be addressed and directed as follows:

FOR THE DISTRICT: COLTON JOINT UNIFIED SCHOOL DISTRICT
Attention: Diana Herington
1212 Valencia Drive
Colton, CA 92324

Telephone: (909) 580-6651

FOR THE CONTRACTOR: Name: Pick Up Stix Restaurants
Title: ATTN: Martin Balcaitis, Marketing & Catering Manager
Address: 1330 Calle Avanzado Suite 101
San Clemente, CA 92673
Telephone: 949.429.6581

CC:

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by mail, and when addressed in accordance with this paragraph, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses or persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. In emergencies, telephone notice may be given if followed by overnight written communication. Any time limits regarding notification will be based on written communication.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

CONTRACTOR:	DISTRICT:
<u>Pick Up Stix Restaurants</u>	<u>COLTON JOINT UNIFIED SCHOOL DISTRICT</u>
_____	By _____
By Martin Balcaitis_____	By _____
By Marketing & Catering Manager_____	By _____

**END OF DOCUMENT
AGREEMENT**

TERMS AND CONDITIONS

1. DEFINITIONS

- a. The **District** and **Contractor** are those mentioned as such in the agreement. They are treated throughout the contract documents as if they are of singular number and masculine gender.
- b. **Surety** is the person, firm, or corporation that executes as surety the Contractor's Bid Bond.

2. ASSIGNMENT OF CONTRACT

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof, or any right, title, or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the District.

3. STATUS OF CONTRACTOR

The Contractor shall perform as an independent contractor with sole control of the manner and means of preparation and provision and transportation of the food and services required under this Agreement. Contractor is for all purposes arising out of the Agreement, an independent contractor, and neither the Contractor nor his employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that Contractor and his employees, agents, and independent contractors, are independent contractors and shall in no event be entitled to any benefits to which District Employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.

4. WORKERS

The Contractor shall at all times enforce strict discipline, safe practices and good order among his employees and/or subcontractors and shall not employ for the purposes of this contract any unfit person or any one not skilled in the work assigned to him.

Any person in the employ of the Contractor whom the District may deem incompetent or unfit or unsafe shall be excluded from delivering food to District sites and shall not again be allowed on District property except with the written consent of the District.

5. FINGERPRINTING

The District has determined based on the totality of the circumstances concerning the Contract that the Contractor and Contractor's employees are not subject to fingerprinting, as they shall not have access to students. Accordingly, the parties agree that the following conditions apply to the time that the Contractor and/or Contractor's employees are on a school site: (1) Contractor and/or Contractor's employees shall check in at the school cafeteria each day immediately upon arriving at the school site; (2) Contractor and/or Contractor's employees shall make the delivery to the cafeteria and immediately leave the school site; (3) if any situations arise that would require the Contractor and/or the Contractor's employees to leave the vicinity of the cafeteria while on the school site, the Contractor and/or Contractor's employees will immediately contact a Student Nutrition Services' employee who will remain with them for that time.

6. WORKERS' COMPENSATION INSURANCE

The Contractor shall provide, during the life of this contract, workers' compensation insurance for all of his employees engaged in work under this contract. The Contractor shall file with the District certificates of his insurance protecting workers.

7. LIABILITY INSURANCE AND PROOF OF INSURANCE

The insurance required for this contract will be a minimum of:

- a. Public Liability Insurance for injuries including accidental death, to any one person in an amount not less than..... \$1,000,000.00

Subject to the same limit for each person on account of one accident, in an amount not less than..... \$ 1,000,000.00

Property Damage Insurance in an amount not less than..... \$ 1,000,000.00

Commercial Automobile Liability Insurance for owned and non owned vehicles \$1,000,000.00

b. The Contractor shall, as soon as practicable following the placement of insurance required hereunder, but in no event later than the effective date of the Agreement, deliver to District certificates of insurance evidencing the same, together with appropriate separate endorsements thereto, evidencing that Contractor has obtained such coverage for the period of the Agreement. Thereafter, copies of renewal policies, or certificates and appropriate separate endorsements thereof, shall be delivered to District within thirty (30) days prior to the expiration of the term of any policy required herein. Contractor shall permit District at all reasonable times to inspect any policies of insurance of Contractor which Contractor has not delivered to District.

c. **Additional Insured Endorsement:** Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's board of trustees, and the officers, agents, employees and volunteers of District, individually and collectively, as additional insureds.

d. Certificates and insurance policies shall include the following clause:

“This policy shall not be canceled or reduced in required limits of liability or an amount of insurance until notice has been mailed to District stating date of cancellation, reduction or other adverse change respecting such insurance. The date of cancellation, reduction or adverse change may not be less than thirty (30) days after date of mailing notice.”

Any notice required to be sent pursuant to this section shall be to District's address as shown in the Notice to Bidders Calling for Bids.

e. Certificates of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, and cancellation and reduction notice.

f. After receiving written Notice of Cancellation of Insurance, Contractor shall have ten (10) days to provide other policies of insurance similar to the canceled policies and acceptable insurance. If such replacement coverage is not provided, the District may immediately terminate the contract.

g. The Contractor will be responsible for damage and losses resulting from the loss or unauthorized use of keys provided to the Contractor by the District for deliveries outside of cafeteria operating hours.

- h. Nothing contained in the insurance requirements shall be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from operations under this agreement.

8. LAWS AND REGULATIONS

Contractor shall comply with all laws, ordinances, rules, and regulations bearing on conduct of work as indicated and specified

9. INDEMNIFICATION

Contractor agrees to hold harmless, defend, and to indemnify the District, its officers, agents and employees from every claim, demand or liability which may be made by reasons of any injury to person or property sustained by any pupil, employee, or other person in any area of the District caused by any act, neglect, default, or omission of Contractor upon or in connection with the production, delivery, sale and consumption of milk, juice, dairy products, and other food items purchased from the Contractor or any liability that may arise from the furnishing or use of any copyrighted or uncopied composition, secret process or patented or unpatented invention, under this contract; the Contractor at its own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that may be brought or instituted against the District on any such claim rendered against District in any such action, suit or legal proceedings or result thereof.

The District agrees to hold harmless, defend, and to indemnify the Contractor, its officers, agents and employees from every claim, demand or liability which may be made by reasons of any injury to person or property sustained by any pupil, employee, or other person caused by any act, neglect, default, or omission of the District upon or in connection with the production, delivery, sale and consumption of milk, juice, dairy products, and other food items provided by the District or any liability that may arise from the furnishing or use of any copyrighted or uncopied composition, secret process or patented or unpatented invention; the District, at its own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that may be brought or instituted against the Contractor on any such claim rendered against Contractor in any such action, suit or legal proceedings or result thereof.

10. PACKAGING

Lunch items will be packaged in 16 oz. Pick Up Stix branded Take-Out Containers. Containers will be of substantially the same design and quality as those used in previous years.

11. DELIVERY

The Contractor agrees to furnish and deliver at all times during the period of the contract, upon request of the Director of Nutrition Services or his/her designee, the items which may be awarded to the Bidder, in such amounts and quantities as ordered and within the specified delivery schedule. A copy of the annual school calendar for days of school is attached as part of Terms and Conditions. Additionally, there is a schedule indicating the addresses of the schools and the number of weekly deliveries required. Deliveries must be forty-five (45) minutes to one (1) hour before the individual schools lunch serving time on day's school is in session unless special arrangements are made with the Director of Student Nutrition. Delivery trucks are not allowed on school grounds when students are at recess or break. Deliveries must be made at the same time each day to a particular school.

All applicable health regulations will be adhered to at all times. Food items shall be prepared, held, and delivered under properly controlled temperatures. Food items shall be delivered in insulated containers holding the Lunch Items at a temperature of 140° F or above. The insulated containers must be maintained in good working condition and kept clean and sanitary. Containers must close tightly to provide good insulation and maintain the product temperature above 140° F.

As part of the Agreement, the District will provide a sample delivery schedule. The final delivery schedule will be available the week of August 8, 2011. The Contractor may not change this schedule without the written agreement of the District. The District may from time to time, especially the beginning of each new school year, reasonably change the time of meal service or the operating hours of the kitchen. The Contractor will be given up to two weeks to change the delivery schedule to accommodate the days and/or new times.

Deliveries must be made directly to the cafeteria at each school.

If during the period of the contract it is necessary that the District place toll or long distance telephone calls in connection therewith (for orders, complaints, adjustments, shortages, failure to deliver, etc.), it is understood that the vendor will bear the charges or expense of all such calls.

The District reserves the right, subject to Contractor's reasonable refusal based upon valid business or safety considerations, to add additional schools that open during the term of the contract or any contract extension.

12. SPEED LIMIT

The maximum speed limit for any vehicle on school campuses is 10 MPH. The Contractor will ensure that all employees are informed of this limit before entering a school campus. Employees of the Contractor who are found to exceed this limit may be banned from school property.

13. ORDERS, INVOICES, AND BILLING

The District will call the Contractor's designated School Lunch Coordinator with quantities for all schools prior to 5PM on Wednesday of the week prior. The Contractor shall bear and be liable for reasonable telephone costs incurred by the District in placing orders and following up orders. The minimum daily order must equal or exceed 500 Lunch Items. The total order of 500 will include more than one (1) school's order. One day's order will include deliveries of up to ten (10) school locations. If an order does not total 500, it will be the discretion of the Student Nutrition Director whether or not to proceed with the order. If orders fail to meet the minimum of 500 for two consecutive weeks, this Agreement and Contract may be terminated upon 15 days written notice to the Contractor. If orders fail to meet a minimum average 500 daily Lunch Items over any 30 day period, likewise this agreement may be terminated upon 15 days written notice by the Contractor.

Two copies of the delivery invoice must be left with the cafeteria manager or supervisor. The invoice must clearly indicate the item description, the amount delivered, the date and location of delivery, the unit cost, and a correctly extended total. Invoices will be signed by site manager after the order is checked in.

The Contractor will provide monthly statements by school and a recap of all products delivered that month by school to the Nutrition Services Office at the address below:

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

Statements and recaps must be mailed to the District as soon after the end of the month as possible to facilitate prompt payment but no later than the 21st day of the month following delivery.

14. PERMITS AND LICENSES

The successful Bidder and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishings of materials, articles, services, and transportation listed herein. All operations and materials shall be in accordance with the law.

15. DELAY DUE TO UNFORESEEN OBSTACLES

The parties to this Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss of transportation facilities, lockout, or commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is also established that the non-performance is not due in part to the fault or neglect of the party not performing.

16. DECISIONS BY THE DIRECTOR OF NUTRITION SERVICES

The Director of Nutrition Services shall within a reasonable time, make decisions on all claims of the District or Contractor and on all other matters relating to the execution and progress of the contract.

17. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

18. GOVERNING LAW AND VENUE

This Contract shall be governed in accordance with the laws of the State of California and venue shall be in Riverside County.

19. ATTORNEYS' FEES

If suit is brought by either party to this Contract to enforce any of its terms (including all component parts of the contract documents), the prevailing party in such suit shall be entitled to reimbursement by the non-prevailing party of all litigation expenses incurred by the prevailing party, including attorneys' fees, court costs, expert witness fees and investigation expenses.

20. PRODUCT QUALITY

All food products covered by this bid must be free from objectionable odors, flavors or aftertaste and must have a texture consistent with expectations for this food item. Products will be taste tested for quality throughout the term of the contract.

21. PRODUCT TESTING

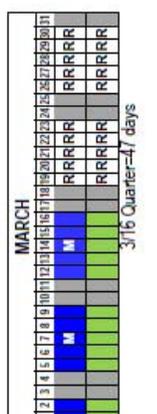
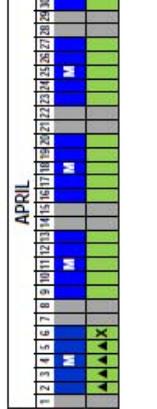
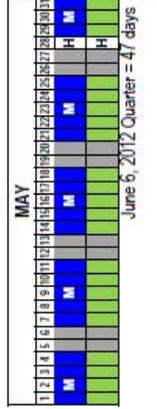
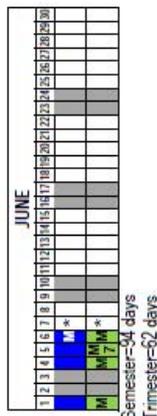
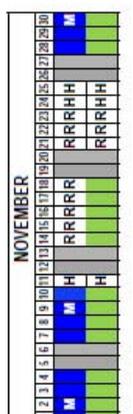
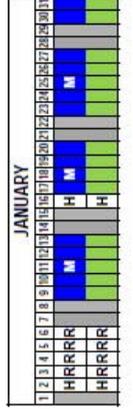
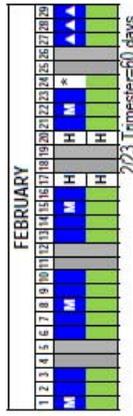
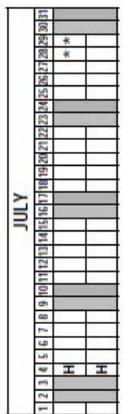
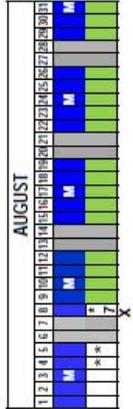
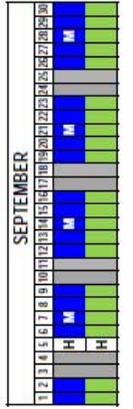
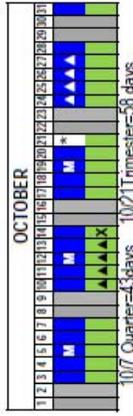
If the District is obligated during the term of this contract to test any food product for ingredient content, wholesomeness, food borne bacteria, contamination or other cause, the Contractor will be responsible for any cost incurred by the District for this. The cost will be deducted from the balance in accounts payable due to the Contractor.

22. NUTRIENT ANALYSES

The Contractor must supply a nutrient analysis within three weeks of the award of the bid for each product listed on Bid/Specification Form. This nutrient analysis must include at least: the weight or size of the sample; total calories; grams of fat; grams of saturated fat; grams of protein; amounts of Vitamins A and C; amounts of iron and calcium.

Colton Joint Unified School District 2011 - 2012 School Calendars

Elementary Schools
Middle and High Schools



Minimum Days and Teacher Work Days
▲ K-8 Parent and Teacher Conferences
Students attend minimum days

* Teacher Prep Days - No class for students

Minimum day - grades K-6
Minimum day - grades 7-12
X Minimum day grade 7 (Aug. 8)

7 First/Last Day - Seventh Graders Only

Grades K-6
Trimester ending dates
1st Trimester: October 21
2nd Trimester: February 24
3rd Trimester: June 6

Grades 7-12
Quarter and Semester ending dates
1st Quarter: October 7
1st Semester: December 15
3rd Quarter: March 16
2nd Semester: June 6

Grades 7-12 Finals
December 13-15
June 1, 4, 5

Grades 2-12
STAR Testing Dates
April 30 - May 11

Grades 11-12
CAHSEE Testing
English/Math
July 26/July 27
October 4/October 5
November 1/November 2
February 7, 2012/February 8

Grade 10 CAHSEE
English/Math
March 13, 2012/March 14, 2012

Grade 10 Make-up Grade 11-12 CAHSEE
May 8/May 9

Holiday/Recess
R/H No students or teachers in session
September 5 Labor Day
November 11 Veterans' Day
November 14-25 Thanksgiving Break (K-6)
November 21-25 Thanksgiving Break (7-12)
December 19-January 6 Winter Break
January 16 - Martin Luther King, Jr. Day
February 17 & 20 Presidents' Days
March 19-30 Spring Break
May 28 Memorial Day

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

"I hereby certify to the Colton Joint Unified School District that I (if an individual) or we (if a company or corporation) do not discriminate against any employee or applicant for employment because of race, color, sex, religion, or national origin."

Martin Balcaitis

Signature of Authorized Representative

Printed Name of Above

Marketing & Catering Manager
Title

Pick Up Stix Restaurants
Name of Company

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

ADD CORPORATE SEAL, IF A CORPORATION AUTHORIZED SIGNATURE OF BIDDER

**END DOCUMENT
EQUAL OPPORTUNITY STATEMENT**

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California)
County of Orange_____)

I, Martin Balcaitis, being first duly sworn, deposes and says that he or she is Marketing & Catering Manager (Title) of Pick Up Stix Restaurants (Company), the party making the foregoing bid, and that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Executed this 2nd day of June, 2011 at San Clemente, California.

Date

Signature of Bidder

**END OF DOCUMENT
NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER**

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Signature of Authorized Representative

Martin Balcaitis
Printed Name of Above

Marketing & Catering Manager
Title

Pick Up Stix Restaurants _____
Name of Company

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

ADD CORPORATE SEAL, IF A CORPORATION AUTHORIZED SIGNATURE OF BIDDER

UNITED STATES DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING LOBBYING – CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions:

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and nor more than \$100,000 for each such failure.

Pick Up Stix
Restaurants

Organization Name

Award Number or Project Name

Martin Balcaitis, Marketing & Catering Manager

Name and Title of Authorized Representative

Signature

Date

BOARD AGENDA

**REGULAR MEETING
July 21, 2011**

ACTION ITEM

TO: **Board of Education**

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

SUBJECT: **Approval of Agreement (11/12-0053) with San Bernardino County Superintendent of Schools for Courier Services (2011-12)**

GOAL: Facilities/Support Services

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: The District continues to participate in the Courier Services program provided by the Office of the San Bernardino County Superintendent of Schools in accordance with the attached agreement.

The terms of the agreement are based on the \$.26 ADA rate times actual prior year P-2 ADA of 22,093 (\$5,744.18) and \$.03 per 23 round trip miles times the projected 247 deliveries (\$170.43). The agreement will be effective until through June 30, 2012.

BUDGET IMPLICATIONS: General Fund expenditure: \$5,914.61

RECOMMENDATION: That the Board approve agreement (11/12-0053) with San Bernardino County Superintendent of Schools for Courier Services (2011-12).

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

**OFFICE OF THE
SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS
601 North E Street
San Bernardino, CA 92410-0457**

**AGREEMENT FOR COURIER SERVICES
AGREEMENT # 11/12-0053**

THIS AGREEMENT, made and entered into this 15th day of June 2011, by and between the Office of the San Bernardino County Superintendent of Schools, hereinafter referred to as **SUPERINTENDENT**, and the Colton Joint Unified School District, hereinafter referred to as **DISTRICT**,

W I T N E S S E T H

That the **DISTRICT** agrees to participate in the services of the **SUPERINTENDENT** for the term July 1, 2011 through and including June 30, 2012, under the following terms and conditions:

1. Services to be Provided by SUPERINTENDENT

- a. Daily delivery and pick up of **SUPERINTENDENT'S** correspondence and materials from District Financial Services to **DISTRICT**. **DISTRICT** correspondence to other participating districts within the County will also be picked up and delivered daily.
- b. Services do not include delivery of **DISTRICT** packages, U.S. paid mail items, or delivery outside of the County.
- c. Services will be completed as described unless prevented by unforeseen conditions such as emergencies, hazardous road conditions, or severe inclement weather.
- d. **SUPERINTENDENT** agrees to provide and maintain mailbags and delivery vehicles.

2. DISTRICT Responsibilities and Options

- a. **DISTRICT** will designate one drop-off point for the courier and agrees not to detain a driver longer than five minutes for any purpose.
- b. **DISTRICT** should limit mail to one SBCSS Express Bag ONLY.
- c. **DISTRICT** agrees to reimburse the **SUPERINTENDENT** for mailbags lost by the **DISTRICT** at replacement cost.
- d. **DISTRICT** will hold **SUPERINTENDENT** harmless for any liability, losses or damages of transported materials imposed upon them arising out of the delivery of this service.

3. SUPERINTENDENTS Fees and Payment Thereof

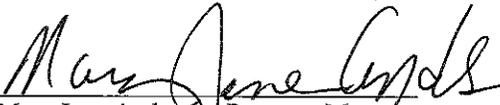
DISTRICT shall pay **SUPERINTENDENT** by transfer in December 2011, \$5,914.61 for services for the year based on the \$.26 ADA rate times actual prior year P-2 ADA of 22,093 (\$5,744.18) and \$.03 per 23 round trip miles times the projected 247 deliveries (\$170.43).

4. Changes to Agreement

The terms of this Agreement may be changed, or the Agreement may be cancelled, upon mutual consent of the **SUPERINTENDENT** and **DISTRICT**.

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

**SAN BERNARDINO COUNTY
SUPERINTENDENT OF SCHOOLS**


Mary Jane Anderson, Program Manager
Purchasing/Contracts

Date: 6-17-2011

**COLTON JOINT UNIFIED SCHOOL
DISTRICT**

Date: _____

BOARD AGENDA

REGULAR MEETING
July 21, 2011

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Approval of Extension for Use of Facilities Agreement with Water of Life at Sycamore Hills Elementary School (July 22, 2011 to June 30, 2012)
- GOAL:** Facilities / Support Services
- STRATEGIC PLAN:** Strategy #4 – Facilities
- BACKGROUND:** Water of Life has utilized Sycamore Hills Elementary School since June 2010. The church is requesting an extension through June 30, 2012. Water of Life stated they are seeking a facility in South Fontana area, but they have not been able to procure a location at this time.
- Under Board Policy 3140(b)(2)(a), the use of facilities by church or other religious organizations is permitted for two six-month periods. At the end of twelve months, use is subject to Board review and approval. Organizations are expected to demonstrate intent to provide their own facility prior to Board approving further use.
- Upon approval of the extension, Water of Life will be billed on a monthly basis. The revenue generated will be determined by the number of Sundays, hours, and rooms used.
- In fiscal year 2010-11, the average monthly billing for Water of Life was \$2,955.
- BUDGET IMPLICATIONS:** General Fund Revenue – amount to be determined, based on actual facility usage.
- RECOMMENDATION:** That the Board approve of extension for the use of Facilities Agreement with Water of Life at Sycamore Hills Elementary School (July 22, 2011 to June 30, 2012).
- ACTION:** On motion of Board Member _____ and _____, the Board approved the extension, as presented.



June 15, 2011

Colton Joint Unified School District
Facilities Department
851 S. Mt Vernon Ave.
Colton, Ca 92334

Dear Kasey,

We want to first say "Thank You", to Ms. Smith and Colton Joint Unified School District (CJUSD) for allowing us to utilize Sycamore Hill Elementary School for hosting our Sunday service. It has been our privilege to become a partner with the school and community.

We are continuing in our efforts to find a facility within the South Fontana area for our use, but have not been able to procure a location at this time.

We would like to request continued use of Sycamore Hill Elementary school, by extending the lease of the facilities for a minimum of 1 year, June 2011 through June 2012. As we continue our endeavor to find a permanent location, we will maintain our support and partnership with Sycamore Hill Elementary school and the CJUSD community.

Thank you for taking the time to review and consider our request.

Sincerely,

A handwritten signature in cursive script, appearing to read "Zac D. Coaston Jr.", is written over a printed name.

Zac D. Coaston Jr.
Lead Pastor, Water of Life South Fontana

FACILITIES DEPARTMENT
2011 JUN 15 P 3:04

BOARD AGENDA

REGULAR MEETING
July 21, 2011

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Approval of Extension for Use of Facilities Agreement with Calvary the Brook at Grand Terrace Elementary School (July 22, 2011 to June 30, 2012)
- GOAL:** Facilities / Support Services
- STRATEGIC PLAN:** Strategy #4 – Facilities
- BACKGROUND:** Calvary, the Brook has utilized Grand Terrace Elementary School since May 2004. The church is requesting a seventh extension through June 30, 2012. Calvary, the Brook stated they are in the process building their own facility, but do not have the funds to continue construction.
- Under Board Policy 3140(b)(2)(a), the use of facilities by church or other religious organizations is permitted for two six-month periods. At the end of twelve months, use is subject to Board review and approval. Organizations are expected to demonstrate intent to provide their own facility prior to Board approving further use.
- Upon approval of the extension, Calvary the Brook will be billed on a monthly basis. The revenue generated will be determined by the number of Sundays, hours, and rooms used.
- In fiscal year 2010-11, the average monthly billing for Calvary the Brook was \$1,673.
- BUDGET IMPLICATIONS:** General Fund Revenue – amount to be determined, based on actual facility usage.
- RECOMMENDATION:** That the Board approve an extension for the use of facilities agreement with Calvary the Brook at Grand Terrace Elementary School (July 22, 2011 to June 30, 2012)
- ACTION:** On motion of Board Member _____ and _____, the Board approved the extension, as presented.

B-10



June 8, 2011

Colton Joint Unified School District
Facilities Department
851 S. Mt Vernon Ave
Colton, CA 92324

Dear Kasey,

I want to thank you and the CJUD for allowing us to utilize the Grand Terrace Elementary School for our Sunday Services.

I know that you were under the understanding that we would be moving to a new facility or to our property. We are doing everything possible to move ahead in the building of our church, but the economy has hit everyone hard and it's been difficult to raise the funds needed to continue in the construction of our church. Although the process has been quite slow it's been moving forward.

At this time would like to continue using the school. We would like to extend the lease for another year from 2011 to 2012 and keep the schedule as in 2010.

Thank you for your time in reviewing and considering this request.

Sincerely,

Linda Wolf
Office Administrator

2011 JUN 13 A 10:27
FACILITIES DEPARTMENT

life now. life
eternal. I have
come
that they
may have life, and that
they may have it more
abundantly. John 10:10

BOARD AGENDA

REGULAR MEETING
July 21, 2011

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Agreement with Riverside County for Roadway Improvements on Main Street for Grand Terrace High School

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: The California Environmental Quality Act and Environmental Impact Report prepared for Grand Terrace High School project requires the north side of Main Street to be improved to its planned half-width cross section. The improvements consist of street widening, new concrete curb, gutter, sidewalk, access ramps, a raised median, median fence, drainage improvements, signage and stripping. A traffic signal and safety lighting is also required to be constructed on Main Street at the main entrance to Grand Terrace High School.

Riverside County and the District desire to cooperate on planning the construction of both the north and south sides of Main Street that provide benefits to the residents on Main Street, students and parents of Grand Terrace High School and the general motoring public. Both agencies will mutually benefit from joint participation in implementing and funding the project. The District will fund 100% of the improvements north of the Main Street, as required by the Environmental Impact Report. The County will fund 100% of improvements along the south side of Main Street.

Based on Riverside County's most recent construction estimate, the District's share of the total project cost is \$1,274,000. Upon completion of construction, the County will provide the final project accounting and the final cost will be reconciled and allocated proportionally between the County and the District.

BUDGET IMPLICATIONS: Bond Fund 21 – Measure G Expenditure: \$1,274,000 (Estimated)

RECOMMENDATION: That the Board approve the agreement with Riverside County for roadway improvements on Main Street for Grand Terrace High School.

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

1 therefore provide the administrative, technical, managerial, and support services necessary to implement the
2 PROJECT.

3 F. COUNTY and DISTRICT have cooperated in the preparation of improvement plans and specifications that
4 detail both COUNTY and DISTRICT's PROJECT improvements.

5 G. COUNTY will fund One Hundred Percent (100%) the ROADWAY improvements within the COUNTY, south of
6 the Main Street center line ("COUNTY IMPROVEMENTS").

7 H. DISTRICT will fund One Hundred Percent (100%) of the ROADWAY improvements within the City of Grand
8 Terrace, north of the Main Street center line ("DISTRICT IMPROVEMENTS"). DISTRICT IMPROVEMENTS
9 shall include the cost of the median fence in the new median.

10 I. DISTRICT will fund One Hundred Percent (100%) of the SIGNAL improvements at the Grand Terrace High
11 School main entrance.

12 J. COUNTY and DISTRICT will fund the median concrete curbing and median hardscape construction equally.

13 K. Costs that apply to the construction of the PROJECT (such as preparation of bid documents, advertising of
14 project for bids, award of contract, surveying, inspection, and materials testing) shall be allocated
15 proportionally between the COUNTY and the DISTRICT. See Exhibit B.

16 L. COUNTY and DISTRICT desire to define herein the terms and conditions under which said PROJECT is to
17 be administered, engineered, coordinated, constructed, managed, and financed.

18 M. COUNTY will advertise, award and administer a public works contract for the construction of PROJECT,
19 together with three other related projects: a) Main Street and Michigan Avenue Traffic Signal & Safety
20 Lighting project, b) Main Street Storm Drain project and c) Michigan Avenue Resurfacing project. See
21 attached Exhibit C.

22 **AGREEMENT**

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

25 **SECTION 1 • COUNTY AGREES:**

- 26 1. To act as the Lead Agency to advertise, award and administer a public works contract for the construction
27 of the PROJECT.
- 28 2. To identify the location of all utility facilities within the PROJECT area. If any existing public and/or private
29

1 utility facilities conflict with PROJECT construction, COUNTY shall make necessary arrangements with the
2 owners of such facilities for their protection, relocation, or removal. All utility facilities shall be identified on the
3 PROJECT plans and specifications, and conflicting utilities shall be denoted. If any existing public and/or
4 private utility facilities conflict with DISTRICT IMPROVEMENTS within the CITY, COUNTY shall coordinate
5 with DISTRICT and CITY to make necessary arrangements with the owners of such facilities for their
6 protection, relocation, or removal. COUNTY shall require the utility owner and/or its contractors performing
7 the relocation work within CITY's right of way to obtain a CITY encroachment permit prior to the performance
8 of said relocation work.

- 9 3. To establish the PROJECT ACCOUNT into which the DISTRICT will deposit the DISTRICT's PROJECT
10 BUDGET as shown in Exhibit B.
- 11 4. To advertise, award and administer a public works contract for the construction of PROJECT in accordance
12 with all applicable federal, state or local statutes, ordinances, orders, governmental requirements, laws or
13 regulations, including but not limited to the local agency public construction codes, California Labor Code,
14 California Education Code, and California Public Contract Code.
- 15 5. To furnish a representative to perform the function of Resident Engineer during construction of PROJECT. If
16 the PROJECT plans and specifications are prepared by a private engineering company, the Resident
17 Engineer shall not be an employee of that company. The Resident Engineer shall also be independent of the
18 construction contractor.
- 19 6. To furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction surveys,
20 soils and compaction tests, measurement and computation of quantities, testing of construction materials,
21 checking submittals, preparation of estimates and reports, preparation of as-built drawings, and other
22 inspection and staff services necessary to assure that the construction is performed in accordance with the
23 plans and specifications.
- 24 7. To construct the PROJECT in accordance with approved plans and specifications.
- 25 8. To provide separate quantities and accounting for DISTRICT share of the PROJECT.
- 26 9. To provide material testing and quality control conforming to the Caltrans Standard Testing Methods as
27 provided in Chapter 16 of the Local Assistance Procedures Manual, and to have this testing performed by a
28 certified material tester.

1 10. To furnish DISTRICT with a complete set of full-sized film positive reproducible as-built plans and all contract
2 records, including survey documents, within ninety (90) days following the completion and acceptance of the
3 PROJECT construction contract. DISTRICT also desires electronic copies of completed plans if available. If
4 electronic copies are provided it is requested that they be provided on CD-R media.

5 11. To furnish DISTRICT with a final reconciliation of PROJECT expenses within ninety (90) days following the
6 filing of the Notice of Completion.

7 12. To contribute the amount of One million, three hundred twenty six thousand (\$1,326,000), which is One
8 Hundred Percent (100%) of the COUNTY's estimated share of the costs of the PROJECT set forth in Exhibit
9 B.

10 13. To provide oversight of PROJECT and to provide prompt reviews and approvals, as appropriate, of
11 submittals, and to cooperate in timely processing of PROJECT.

12 **SECTION 2 • DISTRICT AGREES:**

13 1. To provide a representative to coordinate and assist the COUNTY's Resident Engineer during the
14 construction of PROJECT and to verify DISTRICT facilities are constructed in accordance with the approved
15 plans and specifications.

16 2. To deposit with COUNTY, after the bid opening and prior to COUNTY awarding the construction contract for
17 the PROJECT and upon written request by the COUNTY, the amount of One million, one hundred seventy
18 six thousand (\$1,176,000), (the "Deposit"), which represents the DISTRICT PROJECT BUDGET (without
19 contingencies) as shown in Exhibit B.

20 3. To pay within 45 days of receipt, the invoice for final reconciled costs in excess of the Deposit amount up to
21 the DISTRICT share of the actual cost for PROJECT as submitted by COUNTY for services rendered in
22 accordance with this Agreement.

23
24 **SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:**

25 1. The total cost of the PROJECT is estimated to be Two million, six hundred thousand (\$2,600,000),
26 ("PROJECT BUDGET") as set forth in Exhibit B.

27 2. The total cost of the DISTRICT's share of the PROJECT is estimated to be One million, two hundred seventy
28 four thousand (\$1,274,000), as detailed in Exhibit B. The total cost of the COUNTY's share of the PROJECT
29

1 is estimated to be One million, three hundred twenty six thousand (\$1,326,000), as detailed in Exhibit B.

2 3. If upon opening of bids for construction of the PROJECT and if the successful bid is not projected to cause
3 the PROJECT to overrun the PROJECT BUDGET, COUNTY shall be authorized to award contract.

4 4. If upon opening of bids for construction of the PROJECT and the successful bid is projected to cause the
5 PROJECT to overrun the PROJECT BUDGET, DISTRICT and COUNTY shall endeavor to agree upon an
6 alternative course of action. If the DISTRICT and COUNTY cannot reach a consensus on an alternative
7 course of action, the DISTRICT, at its discretion, shall at all times have the right, but not the obligation, to
8 deposit into the PROJECT ACCOUNT the difference between the PROJECT BUDGET and the actual bid
9 amount. If after thirty (30) calendar days from the date of bid opening, an alternative course of action is not
10 agreed upon, and the DISTRICT has elected not to deposit into the PROJECT ACCOUNT the difference
11 between the PROJECT BUDGET and the actual bid amount, this Agreement shall be deemed to be
12 terminated by mutual consent. If the Agreement is terminated per this provision, COUNTY shall be obligated
13 to reimburse DISTRICT for any funds already deposited with the COUNTY minus any DISTRICT share of the
14 expenditures for the PROJECT expended to date, in proportion as defined herein. COUNTY shall reimburse
15 DISTRICT within thirty (30) days of termination.

16 5. COUNTY shall inform the DISTRICT of the need for any changes to the PROJECT or the PROJECT
17 BUDGET. The parties shall agree to collaborate and cooperate in an attempt to reach agreement with
18 respect the final costs and to any change orders that affect the PROJECT or PROJECT BUDGET. In the
19 event that cost increases are necessary and the PROJECT BUDGET cannot be increased, the parties will
20 meet to conduct value engineering or mutually agree on a change in the PROJECT, so that costs remain
21 within the PROJECT BUDGET. All changes to the PROJECT or the PROJECT BUDGET must be approved
22 in writing by all Parties. DISTRICT shall be responsible for cost increases that are attributable to the
23 DISTRICT IMPROVEMENTS. COUNTY shall be responsible for cost increases that are attributable to the
24 COUNTY IMPROVEMENTS. Costs increases that are attributable equally to the PROJECT shall be split
25 evenly between the parties.

26 6. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the
27 PROJECT construction contract, a policy of Contractual Liability Insurance, including coverage of Bodily
28 Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage,
29

1 and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each
2 policy shall be required which name the DISTRICT, its officers, agents and employees as additionally insured.
3 COUNTY shall also require COUNTY's contractor to maintain Worker's Compensation Insurance. COUNTY
4 shall provide Certificates of Insurance and Additional Insured Endorsements which meet the requirements of
5 this section to DISTRICT prior to the start of construction.

6 7. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will
7 automatically be vested with the jurisdiction for which the improvements reside and no further agreement will
8 be necessary to transfer ownership.

9 8. Neither COUNTY nor DISTRICT shall be responsible for any maintenance of the improvements provided by
10 PROJECT that are located outside of their respective ownership or right of way boundaries.

11 9. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by
12 both parties and no oral understanding or agreement not incorporated herein shall be binding on either party
13 hereto.

14 10. DISTRICT and COUNTY shall retain or cause to be retained for audit for a period of three (3) years from the
15 date of final payment, all records and accounts relating to PROJECT.

16 11. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability
17 occurring by reason of anything done or omitted to be done by DISTRICT under or in connection with any
18 work, authority or jurisdiction delegated to DISTRICT under this Agreement. It is further agreed that pursuant
19 to Government Code Section 895.4, DISTRICT shall fully indemnify and hold COUNTY harmless from any
20 liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything
21 done or omitted to be done by DISTRICT under or in connection with any work, authority or jurisdiction
22 delegated to DISTRICT under this Agreement.

23 12. Neither DISTRICT nor any officer or employee thereof shall be responsible for any damage or liability
24 occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any
25 work, authority or jurisdiction delegated to COUNTY under this Agreement. It is further agreed that pursuant
26 to Government Code Section 895.4, COUNTY shall fully indemnify and hold DISTRICT harmless from any
27 liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything
28 done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction
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1 delegated to COUNTY under this Agreement.

2 13. This Agreement and the exhibits herein contain the entire agreement between the parties, and is intended by
3 the parties to completely state the agreement in full. Any agreement or representation respecting the matters
4 dealt with herein or the duties of any party in relation thereto, not expressly set forth in this Agreement, is null
5 and void.

6 14. Nothing in the provisions of Agreement is intended to create duties or obligations to or rights in third parties
7 not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any
8 standard of care with respect to the maintenance of roads different from the standard of care imposed by law.

9 15. This Agreement may be executed in one or more counterparts and when a counterpart shall have been
10 signed by each party hereto, each shall be deemed an original, but all of which constitute one and the same
11 instrument.

12 16. This Agreement shall terminate 12 months after the filing of a Notice of Completion for PROJECT. In no
13 event shall construction of the PROJECT be completed later than June 30, 2012, provided that the High
14 School is scheduled to open on or before August 15, 2012. In the event that the High School is scheduled to
15 open after August 15, 2012, the completion date for the PROJECT shall be extended by a corresponding
16 number of days, so that the PROJECT is completed at least forty-five (45) days prior to the scheduled
17 opening of the High School.

18 17. All notices, demands, invoices, and written communications shall be in writing and delivered to the following
19 addresses or such other address as the PARTIES may designate:

20 To County: Riverside County Transportation Department
21 Attention: Juan C. Perez
22 4080 Lemon Street, 8th Floor
23 Riverside, CA 92501
24 Phone: (951) 955-6740
25 Fax: (951) 955-3198

26
27 To District: Colton Joint Unified School District
28 Attention: Darryl Taylor, Director of Facilities, Planning and Construction
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851 South Mt. Vernon Avenue, Suite 8

Colton, CA 92324

Phone: (909) 580-6640

Fax: (909) 554-1882

[Signatures of Parties on Following Page]

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APPROVALS

COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL:

_____ Dated: _____

JUAN C. PEREZ

Director of Transportation

APPROVED AS TO FORM:

PAMELA J. WALLS, COUNTY COUNSEL

_____ Dated: _____

By Deputy

APPROVAL BY THE BOARD OF SUPERVISORS:

_____ Dated: _____

BOB BUSTER

Chairman, Riverside County Board of Supervisors

ATTEST:

_____ Dated: _____

KECIA HARPER-IHEM,
Clerk of the Board (SEAL)

COLTON JOINT UNIFIED SCHOOL DISTRICT

APPROVED BY:

_____ Dated: _____

JAIME R. AYALA

Assistant Superintendent, Business Services
Division

APPROVED AS TO FORM:

_____ Dated: _____

BY:

THE:

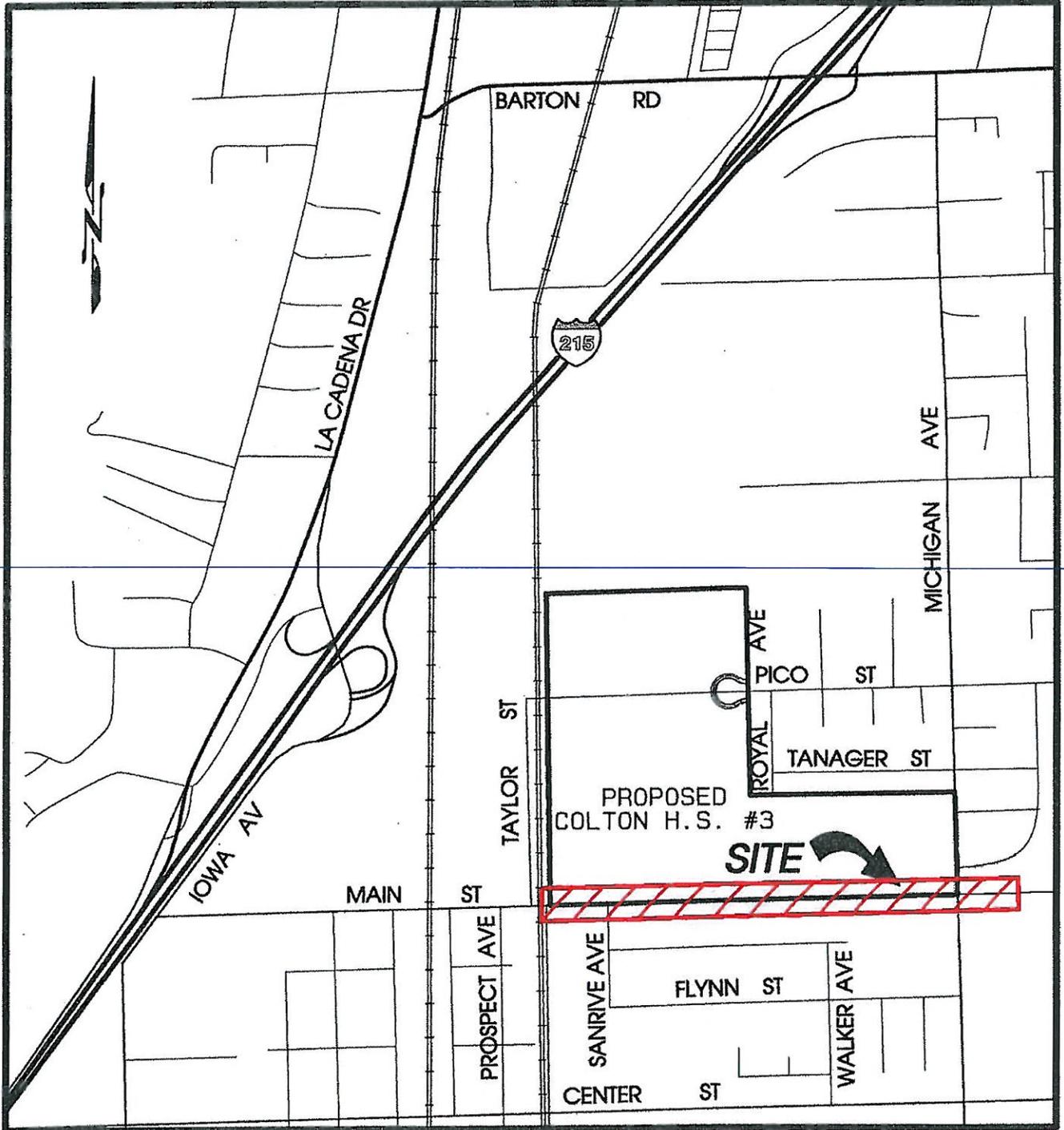
ATTEST:

_____ Dated: _____

BY:

THE:

EXHIBIT A • VICINITY MAP



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EXHIBIT B • SHARE OF COSTS FOR MAIN STREET ROADWAY IMPROVEMENTS

TASK	COUNTY OF RIVERSIDE	COLTON JOINT USD	TOTAL
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CONSTRUCTION				
Construction		\$ 1,019,000	\$ 979,000	\$ 1,998,000
Construction Contingency	10%	\$ 102,000	\$ 98,000	\$ 200,000
SUBTOTAL Const.		\$ 1,121,000	\$ 1,077,000	\$ 2,198,000

CONSTRUCTION ENGINEERING				
Advertise & Award	1.0%	\$ 11,000	\$ 10,000	\$ 21,000
Inspection & Testing	14%	\$ 143,000	\$ 138,000	\$ 281,000
Construction Survey	5.0%	\$ 51,000	\$ 49,000	\$ 100,000
SUBTOTAL Const. Engr.		\$ 205,000	\$ 197,000	\$ 402,000

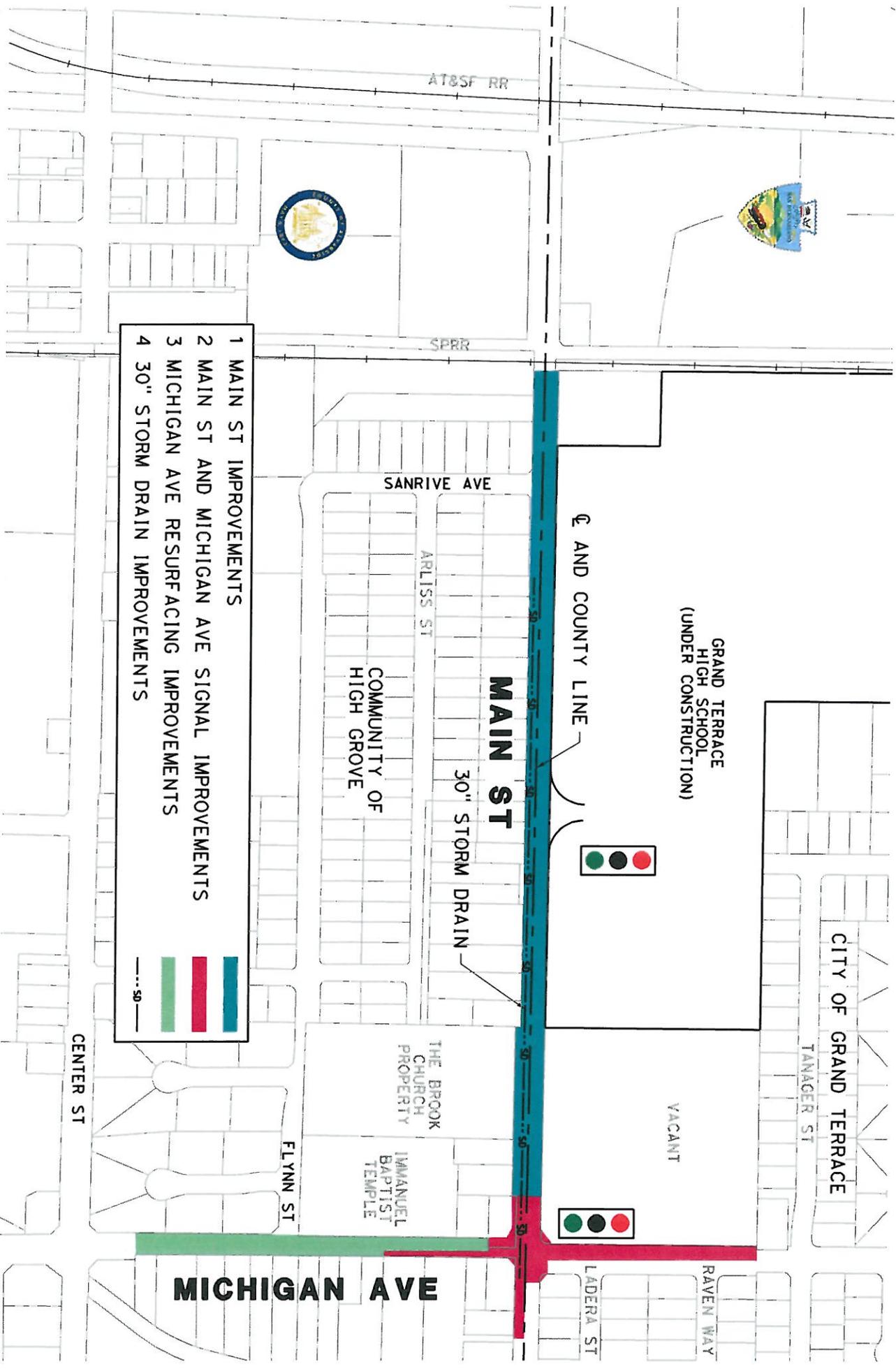
TOTAL		\$ 1,326,000	\$ 1,274,000	\$ 2,600,000
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COUNTY OF RIVERSIDE
DEPARTMENT OF TRANSPORTATION

MAIN STREET IMPROVEMENT PROJECTS

- 1 MAIN ST IMPROVEMENTS
 - 2 MAIN ST AND MICHIGAN AVE SIGNAL IMPROVEMENTS
 - 3 MICHIGAN AVE RESURFACING IMPROVEMENTS
 - 4 30" STORM DRAIN IMPROVEMENTS
-



BOARD AGENDA

**REGULAR MEETING
July 21, 2011**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Adoption of Resolution No. 12-02, Transfers of Appropriations for 2011-12

GOAL: Budget Planning

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: Education Codes Sections 42600 through 46003 require that each school district take budget adjustments to the governing board and to file a copy of the resolution authorizing budget transfers and/or budget adjustments with the county superintendent of schools.

Resolution No. 12-02 authorizes staff to process the necessary transfers of appropriations to revise budget amounts during the course of the 2011-12 fiscal year to allow appropriation of excess funds, transfer between designated and/or undesignated fund balances and any expenditure classifications, or balance any expenditure classification of the budget.

BUDGET IMPLICATIONS: No impact to the General Fund.

RECOMMENDATION: That the Board adopt Resolution No. 12-02 authorizing transfers of appropriations for 2011-12.

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

COLTON JOINT UNIFIED SCHOOL DISTRICT

Resolution No. 12-02

Transfers of Appropriations for 2011/12

WHEREAS, the Governing Board of the Colton Joint Unified School District has determined that during the fiscal year budget revisions become necessary to bring the budgeted revenues and expenditures in balance with actual receipts and expenses; and

WHEREAS, by making these appropriation adjustments to actuals, the District will reflect a more realistic picture of actual spending patterns of funds; and

WHEREAS, the Governing Board of the Colton Joint Unified School District has determined that additional income is assured in excess of the amounts previously budgeted and the timely posting of adjustments will keep each account up-to-date with accurate uncommitted balances; and

NOW, THEREFORE, BE IT RESOLVED that pursuant Education Code Sections 42600 through 42602, the Colton Joint Unified School District may appropriate any such funds, identify and make such transfers as needed throughout the 2011/12 fiscal year.

BE IT FURTHER RESOLVED that the Governing Board of the Colton Joint Unified School District Board authorizes staff to process the necessary transfers of appropriation to revise budget amounts during the course of the fiscal year to allow appropriation of excess funds, transfers between designated and/or un-appropriated fund balances and any expenditure classifications, or balance any expenditure classification of the budget.

APPROVED:

This is an exact copy of the resolution adopted by the Governing Board at a regular meeting on

School District Superintendent

Board Clerk

BOARD AGENDA

**REGULAR MEETING
July 21, 2011**

ACTION ITEM

TO: Board of Education

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

SUBJECT: **Approval of Architectural and Engineering Services Agreement with Garcia and Associates for the Design of Fire Alarm and Intercom System Upgrade at Terrace View Elementary School**

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: A Request for Proposals was issued for the design and engineering of the fire alarm and intercom system at Terrace View Elementary School to the following architectural and engineering firms:

- Frick, Frick & Jette
- Garcia and Associates
- TMAD Taylor & Gaines

Proposals were submitted by the three firms and reviewed by District staff. Based on the fee, experience, and quality of service, staff recommends Garcia and Associates to provide the necessary design and engineering services.

Base Fee	\$27,500
<u>Reimbursables</u>	<u>\$ 2,000</u>
Total Fee	\$29,500

BUDGET

IMPLICATIONS: Bond Fund 21 – Measure G Expenditure: \$29,500

RECOMMENDATION: That the Board approve the architectural and engineering services agreement with Garcia and Associates for the design of fire alarm and intercom system upgrade at Terrace View Elementary School.

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

ARCHITECTURAL SERVICES AGREEMENT

This AGREEMENT is made and entered into this 21st day of July in the year 2011 by and between the Colton Joint Unified School District, hereinafter referred to as "DISTRICT", and Garcia and Associates, hereinafter referred to as "ARCHITECT". The DISTRICT and the ARCHITECT are sometimes referred to herein as a "PARTY" or collectively as the "PARTIES". This AGREEMENT shall include all terms and conditions set forth herein.

WHEREAS, DISTRICT desires to obtain architectural services for Fire Alarm and Intercom Upgrade at Terrace View Elementary (hereinafter referred to as the "PROJECT"), located within the DISTRICT; and

WHEREAS, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California;

NOW, THEREFORE, the PARTIES hereto agree as follows:

ARTICLE I **ARCHITECT'S SERVICES AND RESPONSIBILITIES**

1. ARCHITECT's services shall consist of those services performed by ARCHITECT, ARCHITECT's employees and ARCHITECT's consultants as enumerated in this AGREEMENT and all Attachments to this AGREEMENT.

2. The ARCHITECT's services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The ARCHITECT represents that he/she will follow the standards of his/her profession in performing all services under this AGREEMENT.

3. The architectural services and advice to be performed and provided pursuant to this AGREEMENT is more particularly set forth in Attachment "A" attached hereto and incorporated herein by this reference. ARCHITECT and DISTRICT both agree to be bound by all of the terms and conditions set forth in said Attachment "A" as it relates to the scope of services and total compensation amounts only. All other provisions shall be governed by the terms and conditions of this AGREEMENT. Any discrepancies or inconsistencies between this AGREEMENT and Attachment "A" shall be interpreted and governed by the terms and conditions of this AGREEMENT.

4. The ARCHITECT's services shall include the necessary architectural, design and/or engineering services necessary to produce a reasonably complete and accurate set of Construction Documents for the PROJECT defined as including but not limited to the following: The agreement between DISTRICT and Contractor awarded the PROJECT ("Contractor"), general and supplementary conditions of the Contract between DISTRICT and Contractor, drawings, specifications, addenda and other documents listed in the Agreement, and modifications issued after execution of the DISTRICT and Contractor Contract.

5. The services covered by this AGREEMENT shall be completed on or before a date to be agreed upon by the DISTRICT in writing.

6. If applicable, the ARCHITECT shall assist the DISTRICT in obtaining any required approvals from governmental agencies responsible for electrical, gas, water, sanitary or storm sewer,

telephone, public utilities, as well as the Office of Public School Construction (OPSC), California Department of Education (CDE) and Division of the State Architect (DSA).

7. If the PROJECT includes the replacement or repair of more than 25% of a roof or the replacement or repair of a roof that has a total cost of more than \$21,000, the ARCHITECT shall comply with the requirements set forth in Public Contract Code section 3000 et seq. including signing the required certification.

8. The ARCHITECT shall attend regular PROJECT coordination meetings between the ARCHITECT, its Consultants, the DISTRICT's representative(s), and other Consultants of the DISTRICT during PROJECT development.

9. The ARCHITECT shall provide services in connection with the work of a construction manager or separate consultants retained by DISTRICT.

10. If requested by the DISTRICT, the ARCHITECT shall provide detailed estimates of construction costs at no additional cost to DISTRICT.

11. The ARCHITECT shall certify to the best of its information pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no asbestos-containing material was specified as a building material in any construction document for the PROJECT and will ensure that contractors provide DISTRICT with certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBM's"). This certification shall be part of the final PROJECT submittal.

12. If requested by the DISTRICT, the ARCHITECT shall prepare for and make formal presentations to the Governing Board of the DISTRICT, attend public hearings and other public meetings. In addition, ARCHITECT shall attend and assist in legal proceedings that arise from errors or omissions of the ARCHITECT.

13. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified or extended without written agreement between the DISTRICT and ARCHITECT.

14. The ARCHITECT shall comply with all federal, state and local laws, rules, regulations and ordinances that are applicable to the PROJECT.

15. The ARCHITECT shall provide general direction to project inspectors on the PROJECT.

16. The ARCHITECT will endeavor to secure compliance by Contractor with the Construction Documents, but does not guarantee the performance of Contractor's contracts.

17. The ARCHITECT shall be the DISTRICT's representative during construction and shall advise and consult with the DISTRICT. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT unless otherwise modified in writing.

18. The ARCHITECT shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor thereunder.

19. The ARCHITECT shall not issue orders to Contractor that might commit the DISTRICT to extra expenses or otherwise amend the Construction Documents without first obtaining the written approval of the DISTRICT.

20. The ARCHITECT shall advise the DISTRICT to reject work which does not conform to the Construction Documents. The ARCHITECT shall promptly inform the DISTRICT, whenever, in the ARCHITECT's opinion, it may be necessary, to stop the work to avoid the improper performance of the Contractor. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed or completed.

21. The ARCHITECT shall, at no additional cost, provide services made necessary by defect or deficiencies in the work of the Contractor which through reasonable care should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor but which ARCHITECT failed to do.

22. The ARCHITECT shall provide written evaluation of the performance of the Contractor under the requirements of the Construction Documents when requested in writing by the DISTRICT.

23. The ARCHITECT shall be responsible for gathering information and processing forms required by applicable governing authorities, such as building departments, OPSC, and DSA, in a timely manner and ensure proper PROJECT close-out.

24. Prior to start of construction, the following two documents are required:

- (i) Contract Information Form DSA-102.
- (ii) Inspector Qualification Record Form DSA-5 should be submitted 10 days prior to the time of starting construction.

25. Project Close-Out

a. The ARCHITECT shall assist the DISTRICT in the delivery of the following described documents to the Division of the State Architect for review prior to issuance of a "Certificate of Completion".

b. During the period the PROJECT is under construction the following documents are required:

- i. Copies of the Inspector of Record's semi-monthly reports.
- ii. Copies of the laboratory reports on all tests or laboratory inspections as returned and done on the PROJECT.

c. Upon completion of construction of the PROJECT, the following reports and/or documents are required:

- i. Copy of the Notice of Completion.
- ii. Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the ARCHITECT, Structural Engineer, Mechanical Engineer and Electrical Engineer.

- iii. Final Verified Report Form DSA-6 certifying all work is 100% complete from the Contractor or Contractors, Inspector of Record and Special Inspector(s).
- iv. Verified Reports of Testing and Inspections as specified on the approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.
- v. Weighmaster's Certificate (if required by approved drawings and specifications).
- vi. Copies of the signature page of all Addenda as approved by DSA.
- vii. Copies of the signature pages of all Deferred Approvals as approved by DSA.
- viii. Copies of the signature page of all Change Orders as approved by DSA.
- ix. Verification by the I.O.R. that all items noted on any "Field Trip Notes" have been corrected.

ARTICLE II **ADDITIONAL SERVICES**

1. ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT's control. ARCHITECT shall obtain written authorization from the DISTRICT before rendering such services. The DISTRICT may require ARCHITECT to perform additional services which are, in the DISTRICT's discretion, necessary. Compensation for such services shall be negotiated and approved in writing by the DISTRICT. Such services shall include:

a. Making material revisions in reports or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of such documents.

b. Preparing reports and other documentation and supporting data, and providing other services in connection with project modifications required by causes beyond the control of the ARCHITECT which are not the result of the direct or indirect negligence, errors or omissions on the part of ARCHITECT.

c. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with the generally accepted practice in the ARCHITECT's industry.

ARTICLE III - TERMINATION

1. This AGREEMENT may be terminated by either PARTY upon fourteen (14) days written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY,

including insolvency of ARCHITECT; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

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

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article III.4 below, and ARCHITECT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by ARCHITECT.

4. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to the ARCHITECT. In the event of a termination without cause, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the ARCHITECT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the ARCHITECT. In addition, ARCHITECT will be reimbursed for reasonable termination costs through the payment of 3% beyond the sum due the ARCHITECT under this paragraph through 50% completion of the ARCHITECT's portion of the PROJECT and if 50% completion is reached, payment of 3% of the unpaid balance of the contract to ARCHITECT as termination cost. This 3% payment is agreed to compensate the ARCHITECT for the unpaid profit ARCHITECT would have made under the PROJECT on the date of termination and is consideration for entry into this termination for convenience clause.

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

ARTICLE IV - ARCHITECT'S DRAWINGS AND SPECIFICATIONS

1. All documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the ARCHITECT or the ARCHITECT's Consultants for this PROJECT, shall be and

remain the property of the DISTRICT pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they relate to the PROJECT. The DISTRICT, however, shall not be precluded from using the ARCHITECT's or ARCHITECT's Consultant's documents enumerated above for the purposes of additions, alignments or other development on the PROJECT site.

ARTICLE V - ACCOUNTING RECORDS OF ARCHITECT

1. Records of the ARCHITECT's direct personnel and reimbursable expenses pertaining to any extra services for this PROJECT, and records of accounts between the DISTRICT and the ARCHITECT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or the DISTRICT's authorized representative at mutually convenient times.

ARTICLE VI - COMPENSATION TO ARCHITECT

1. Payment to the ARCHITECT will be as follows:

Schematic Design:	25% of the fixed Architect Fee as set forth in Attachment "A" to this AGREEMENT
Construction Documents:	42% of the fixed Architect Fee, to be paid monthly based on actual level of completion, as set forth in Attachment "A" to this AGREEMENT
D.S.A. Approval:	5% of the fixed Architect Fee as set forth in Attachment "A" to this AGREEMENT
Bidding Phase:	3% of the fixed Architect Fee as set forth in Attachment "A" to this AGREEMENT
Construction Admin:	23% of the fixed Architect Fee as set forth in Attachment "A" to this AGREEMENT
Closeout:	Balance of the fixed Architect Fee, to be paid monthly based on actual level of completion
TOTAL THROUGH RECORDATION OF NOTICE OF COMPLETION	100% of the fixed Architect Fee as set forth in Attachment "A" to this AGREEMENT

2. ARCHITECT's Fee shall be a lump sum fixed fee as negotiated by the PARTIES and set forth in Attachment "A". No further fee or cost adjustments shall be made regardless of the actual PROJECT Construction Costs or bids received. If, however, there are revisions to the scope of work

directed in writing by the DISTRICT that are not the result of errors or omissions on the part of the ARCHITECT, the ARCHITECT's Fee will be adjusted as negotiated between the DISTRICT and the ARCHITECT in writing.

3. Reimbursable expenses that are in addition to compensation for basic and extra services, and shall be paid to the ARCHITECT at one and one-twentieth (1.05) times the expenses incurred by the ARCHITECT, ARCHITECT's employees and consultants for the following specified items:

a. Fees advanced for securing approval of authorities having jurisdiction over the PROJECT; and

b. Approved reproduction of drawings and specifications which includes sets of construction documents and all progress prints.

c. Reimbursable expenses are estimated to be Two-Thousand Dollars (\$2,000), and this amount shall not be exceeded without the prior written approval of the DISTRICT.

ARTICLE VII - MISCELLANEOUS

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

a. Workers Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to ARCHITECT's employees or ARCHITECT's subcontractor's employees arising out of ARCHITECT's work under this AGREEMENT; and

b. General Liability: If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the ARCHITECT or the DISTRICT, or any person, firm or corporation employed by the ARCHITECT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent Architects who are directly employed by the DISTRICT. The ARCHITECT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT (other than professional negligence covered by section c below), its officers, agents or employees that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT, 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; and

c. Professional Liability: If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons or damage to property caused by any act, neglect, default or omission of the ARCHITECT, or any person, firm or corporation employed by the ARCHITECT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or

off DISTRICT property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the ARCHITECT's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorney's fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT.

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

a. The ARCHITECT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

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

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of \$1,000,000, per occurrence. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Valuable Papers Coverage. The ARCHITECT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications that are in the care, custody and control of the ARCHITECT. The ARCHITECT shall deliver to the DISTRICT a certificate of insurance as evidence of compliance with the requirements set forth herein. The cost of this insurance shall be paid by the ARCHITECT and the DISTRICT shall be named as a loss payee.

e. Each policy of insurance required in Article VII, Paragraph 2(b) above shall name the DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. ARCHITECT shall notify the DISTRICT in the event of

material change in, or failure to renew, each policy. Prior to commencing work, ARCHITECT shall deliver to the DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby, the DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event ARCHITECT shall reimburse the DISTRICT upon demand for the cost thereof.

f. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article VII 2(a)(b)(c)(d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence.

g. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

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

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

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

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

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

8. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

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

ARCHITECT:

By: _____

DISTRICT:

Colton Joint Unified School District

By: _____

APPROVED AS TO FORM:

Atkinson, Andelson, Loya, Ruud & Romo

Hugh W. Lee, Esq.
Attorneys for the Colton Joint Unified School District



PROFESSIONAL FEES

PROPOSED ARCHITECTURAL / ENGINEERING FEES

Garcia & Associates' scope of work includes but is not limited to the following:

1. Meeting with District and site staff to confirm the fire alarm and intercom upgrade program
2. Meeting with District's selected vendors to coordinate work
3. Preparation of existing site plan
4. Preparation of existing individual buildings' floor plans
5. Preparation of schematic plans for review and approval
6. Preparation of preliminary cost estimate
7. Obtain any required city approvals (if applicable)
8. Preparation of DSA Plan review application
9. Preparation of Construction Documents (Plans and Specifications)
10. Submit plans to DSA to obtain final approval
11. Preparation of final cost estimate
12. Assist District during bidding process
13. Construction support and administration
14. Job close out with DSA

ARCHITECTURAL FEES

1.	<u>Fixed Amount</u>	<u>\$27,500.00</u>
	Total Fixed Fee Terrace View Elementary School	\$27,500.00
	Schematic Design	10% \$ 2,750.00
	Design Development	15% \$ 4,125.00
	Construction Documents	42% \$11,550.00
	DSA	5% \$ 1,375.00
	Bidding	3% \$ 825.00
	Construction / Administration	23% \$ 6,325.00
	DSA Closeout	2% \$ 550.00

EXCLUSIONS

1. Topographic Survey
2. Soils Report
3. Plan Check Fees (All Regulatory Agencies)
4. Test and Inspections
5. Printing bid documents
6. Reimbursable Expenses (Maximum not to exceed \$ 2,000.00)
7. Any additional work in order to upgrade existing drinking fountains and/or staff and student restrooms if required by DSA to comply with current accessibility requirements

BOARD AGENDA

**REGULAR MEETING
July 21, 2011**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of a Subcontractor Substitution for Queen City Glass Company (Category 18) for the Grand Terrace High School Increment 2 Project, Bid #11-04

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: Suffolk-Roel Queen City Glass Company is requesting the substitution of subcontractor Queen City Glass for the performance of the glazing scope of work, in lieu of the original subcontractor Sherrin Glass & Metal, Inc.

All legal procedures for this request have been followed pursuant to Public Contract Code 4107. Staff and legal counsel (Atkinson, Andelson, Loya, Ruud & Romo) have reviewed all related documentation and recommend approval of substituting subcontractor Queen City Glass.

BUDGET IMPLICATIONS: No Impact to Bond Fund 21 – Measure G

RECOMMENDATION: That the Board approve the subcontractor substitution for Queen City Glass Company (Category 18) for the Grand Terrace High School Increment 2 Project, Bid #11-04.

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



Colton Joint Unified School District
Grand Terrace High School



Monday, June 27, 2011

Mr. Darryl Taylor
Colton Joint Unified School District
851 S. Mt. Vernon Avenue
Colton, CA 92324

Pages Included Cover: 8

RE: Designation of Subcontractor Substitution per Public Contract Code 4107(a)(1)(5)
Grand Terrace High School at the Ray Abril Jr. Educational Complex
Bid #08-14/WLC0119800/P587A

Enclosed, please find the letter from Suffolk-Roel., requesting Colton Joint Unified School District to consider Substituting Subcontractor Queen City Glass Company for the performance of the Glazing scope of work, in lieu of the original Subcontractor Sherrin Glass & Metal, Inc.

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

Requesting consent from Colton Joint Unified School District to allocate as an action item to the governing board agenda scheduled for the July 21, 2011 or the August 4, 2011 to substitute Queen City Glass Company in lieu of Sherrin Glass & Metal, Inc., per Public Contract Code 4107(a)(1)(5).

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

Respectfully,


Melinda M. Ray
Project Manager

Cc: Owen Chang, Colton Joint Unified School District
Robert Hensley, Betty Sabol, Steve Stearns – WLC Architects, Inc.
Steve Stehrenberger, Sam Laham, Doran Boctor
File – Colton Joint Unified School District



Colton Joint Unified School District
Grand Terrace High School



June 27, 2011

Mr. Paul Sherrin
Sherrin Glass & Metal, Inc.
10832 Kyle Street #E
Los Alamitos, Ca 90720-5421

(GSO Tracking No. 516862227)

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

SUBJECT: Request for Subcontractor Substitution per Public Contract Code 4107(a) (1) (5)

Dear Mr. Sherrin;

We are in receipt of the exchanged email dated May 27, 2011 regarding your firm's inability to accept a contract from Suffolk-Roel for the Glazing scope of work. In accordance with Public Contract Code 4107(a)(1)(5), we are obligated to inform your firm that it is necessary for the Colton Joint Unified School District to proceed with the formal Substitution Process.

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

Queen City Glass Co.
1237 S. Gene Autry Tr.
Palm Springs, Ca 92264
1.760. 322-6222
1.760.322.2408
Contractors License No.: 289252

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

Respectfully,



Melinda Ray
Project Manager

Cc: Darryl Taylor, Owen Chang, Colton Joint Unified School District
Robert Hensley, Betty Sabol, Steve Stearns, WLC Architects, Inc.
Steve Stehrenberger, Sam Laham, Doran Boctor, Suffolk-Roel
File: Outgoing Correspondence

June 6, 2011

Clay Bomberger
VANIR CONSTRUCTION MANAGEMENT, INC.
3435 Wilshire Boulevard, Suite 2420
Los Angeles, CA 90010build
smart**RE: CJUSD: HS #3, INCREMENT 2, BP 18
SUBCONTRACTOR SUBSTITUTION**

Clay:

This letter serves as a request to the Colton Joint Unified School District to allow Suffolk Construction Co. Inc. to substitute a listed subcontractor. Suffolk requests substitution of our listed glazing subcontractor pursuant to California Public Contract Code Section 4107, as confirmed by the attached correspondence from Sherrin Glass & Metal Inc., including but not limited to Section 4107(a)(1) and (5). I have included the pertinent parts of Section 4107 below for your reference:

4107 - A prime contractor whose bid is accepted may not:
(a) Substitute a person as subcontractor in place of the subcontractor listed in the original bid, except that the awarding authority, or its duly authorized officer, may, except as otherwise provided in Section 4107.5, consent to the substitution of another person as a subcontractor in any of the following situations:

(1) When the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of that subcontractor's written bid, is presented to the subcontractor by the prime contractor.

(5) When the prime contractor demonstrates to the awarding authority, or its duly authorized officer, subject to the further provisions set forth in Section 4107.5, that the name of the subcontractor was listed as the result of an inadvertent clerical error.

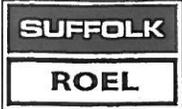
Based upon this Section of Code, and the withdrawal of Sherrin Glass & Metal Inc. per the attached correspondence, we propose to substitute Sherrin Glass & Metal Inc. with the following subcontractor:

Queen City Glass Company
1237 S. Gene Autry Trail
Palm Springs, CA 92264
CSLB No. 289252

Suffolk-Roel

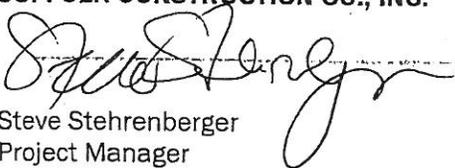
West Coast:
38 Discovery
Suite 200
Irvine, CA 92618
949-453-9400
www.suffolkconstruction.com

build
smart



Please review this request as required, and provide consent accordingly. Upon the District's final review and consent, SCCI will move forward with contracting Queen City Glass Company for the glazing scope of work as required.

Thank you,
SUFFOLK CONSTRUCTION CO., INC.


Steve Stehrenberger
Project Manager

CC: Sam Laham (SCCI), Doran Boctor (SCCI), Owen Chang (CJUSD), Melinda Ray (Vanir), Owner Correspondence File.

Stehrenberger, Steve

From: Laham, Sam
Sent: Friday, May 27, 2011 7:43 AM
To: Stehrenberger, Steve; Boctor, Doran
Subject: Fwd: CUSD - HS #3 Grand Terrace

Sent from my iPhone

Begin forwarded message:

From: Paul Sherrin <paul@sherringlassandmetal.com>
Date: May 27, 2011 7:35:20 AM GMT-07:00
To: "Laham, Sam" <SLaham@suffolkconstruction.com>
Subject: RE: CUSD - HS #3 Grand Terrace

Sam,

Per our phone conversation Sherrin Glass will agree to withdraw from the High School #3 Grand Terrace Project.

Regards,

Paul Sherrin

President

From: Laham, Sam [<mailto:SLaham@suffolkconstruction.com>]
Sent: Thursday, May 26, 2011 8:09 AM
To: paul@sherringlassandmetal.com
Subject: CUSD - HS #3 Grand Terrace

Good Morning Paul,

Here is my contact information for your use. I have always held you and Sherrin Glass at high regard. I look forward to work with you on future projects.

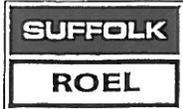
Suffolk-Roel

West Coast:
38 Discovery
Suite 200
Irvine, CA 92618
949-453-9400
www.suffolkconstruction.com

May 27, 2011

Erin Whiting
Queen City Glass Co.
1237 S. Gene Autry Trail
Palm Springs CA 92264

build
smart



Re: COLTON JOINT UNIFIED SCHOOL DISTRICT HIGH SCHOOL #3 INCREMENT #2
Grand Terrace, CA 92313
PROJECT #211190

Dear Katie,

It is our intent to award your firm the subcontract for the following work in accordance with the terms and conditions of the contract documents: **Glazing**

The award includes the scope(s) listed in Exhibit B to the subcontract, a copy of which is attached and is subject to the following conditions:

- Execution of the subcontract agreement in the form attached hereto.
- Suffolk's receipt of the Owner's approval of the Subcontract Award to your company.

The amount of the proposed subcontract is \$ 85,000.00

By executing this letter of intent, your firm unconditionally commits to perform the work listed in Exhibit B for the price stated herein. By issuing this letter to you, Suffolk Construction Company, Inc. dba Suffolk-Roel is relying to its detriment on your firm's commitment hereunder.

Please acknowledge your acceptance and agreement by signing this letter and returning it to our office within 48 hours of your receipt of this letter by fax to (949) 453-9495. If we do not receive your unconditional acceptance within that time period, we may, but are not obligated to, terminate the agreement described herein at our sole discretion.

Upon return of this letter of intent, a Subcontract will be sent to you for execution by our Project Manager, Steve Stehrenberger. The Project Manager may be reached at (949) 453-9400.

Suffolk Construction looks forward to working with your firm on this project. If you should have any questions please do not hesitate to call at your earliest convenience.

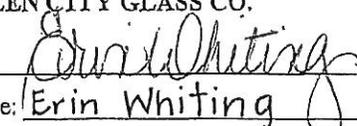
Sincerely,

AGREED and ACCEPTED:

SUFFOLK CONSTRUCTION CO., INC.
DBA SUFFOLK-ROEL

QUEEN CITY GLASS CO.


Dave Cavecche
Executive Vice President - General Manager 


Name: Erin Whiting
Title: President
Date: June 1, 2011

cc: Project Manager, Project File, Insurance Coordinator

(b) The portion of the work that will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid.

4104.5. (a) The officer, department, board, or commission taking bids for construction of any public work or improvement shall specify in the bid invitation and public notice the place the bids of the prime contractors are to be received and the time by which they shall be received. The date and time shall be extended by no less than 72 hours if the officer, department, board, or commission issues any material changes, additions, or deletions to the invitation later than 72 hours prior to the bid closing. Any bids received after the time specified in the notice or any extension due to material changes shall be returned unopened.

(b) As used in this section, the term "material change" means a change with a substantial cost impact on the total bid as determined by the awarding agency.

(c) As used in this section, the term "bid invitation" shall include any documents issued to prime contractors that contain descriptions of the work to be bid or the content, form, or manner of submission of bids by bidders.

4105. Circumvention by a general contractor who bids as a prime contractor of the requirement under Section 4104 for him or her to list his or her subcontractors, by the device of listing another contractor who will in turn sublet portions constituting the majority of the work covered by the prime **contract**, shall be considered a violation of this chapter and shall subject that prime contractor to the penalties set forth in Sections 4110 and 4111.

4106. If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the **contract** in excess of one-half of 1 percent of the prime contractor's total bid, the prime contractor agrees that he or she is fully qualified to perform that portion himself or herself, and that the prime contractor shall perform that portion himself or herself.

If after award of **contract**, the prime contractor subcontracts, except as provided for in Sections 4107 or 4109, any such portion of the work, the prime contractor shall be subject to the penalties named in Section 4111.

4107. A prime contractor whose bid is accepted may not:

(a) Substitute a person as subcontractor in place of the subcontractor listed in the original bid, except that the awarding authority, or its duly authorized officer, may, except as otherwise provided in Section 4107.5, consent to the substitution of another person as a subcontractor in any of the following situations:

(1) When the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written **contract** for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when

that written **contract**, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of that subcontractor's written bid, is presented to the subcontractor by the prime contractor.

(2) When the listed subcontractor becomes insolvent or the subject of an order for relief in bankruptcy.

(3) When the listed subcontractor fails or refuses to perform his or her subcontract.

(4) When the listed subcontractor fails or refuses to meet the bond requirements of the prime contractor as set forth in Section 4108.

(5) When the prime contractor demonstrates to the awarding authority, or its duly authorized officer, subject to the further provisions set forth in Section 4107.5, that the name of the subcontractor was listed as the result of an inadvertent clerical error.

(6) When the listed subcontractor is not licensed pursuant to the Contractors License Law.

(7) When the awarding authority, or its duly authorized officer, determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or that the subcontractor is substantially delaying or disrupting the progress of the work.

(8) When the listed subcontractor is ineligible to work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

(9) When the awarding authority determines that a listed subcontractor is not a responsible contractor.

Prior to approval of the prime contractor's request for the substitution, the awarding authority, or its duly authorized officer, shall give notice in writing to the listed subcontractor of the prime contractor's request to substitute and of the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified has five working days within which to submit written objections to the substitution to the awarding authority. Failure to file these written objections constitutes the listed subcontractor's consent to the substitution.

If written objections are filed, the awarding authority shall give notice in writing of at least five working days to the listed subcontractor of a hearing by the awarding authority on the prime contractor's request for substitution.

(b) Permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, without the consent of the awarding authority, or its duly authorized officer.

(c) Other than in the performance of "change orders" causing changes or deviations from the original **contract**, sublet or subcontract any portion of the work in excess of one-half of 1 percent of the prime contractor's total bid as to which his or her original bid did not designate a subcontractor.

4107.2. No subcontractor listed by a prime contractor under Section 4104 as furnishing and installing carpeting, shall voluntarily sublet his or her subcontract with respect to any portion of the labor to be performed unless he or she specified the subcontractor in his or her bid for that subcontract to the prime contractor.

BOARD AGENDA

**REGULAR MEETING
July 21, 2011**

ACTION ITEM

TO: **Board of Education**

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

SUBJECT: **Approval of Amendment with Leighton Consulting, Inc. to Perform Geotechnical Observations, Compaction Testing and Materials Inspection and Testing Services for Joe Baca Middle School**

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: During construction, various inspections and testing must be performed to meet state standards. These include geotechnical rough-grading and post grading observation, soils compaction testing and construction materials inspection and testing services.

The original agreement with Leighton Consulting, Inc. was Board approved on February 19, 2004. It was updated on June 16, 2009 because the start of construction was delayed.

Due to longer durations than anticipated for masonry inspections, structural steel shop fabrication, and other inspections, the total consulting budget needs to be increased by \$150,000.

Original Authorized Budget:	\$338,700
Budgeted Revision:	<u>150,000</u>
Total Revised Budget:	\$488,700

BUDGET IMPLICATIONS: State Fund 35 Expenditure: \$150,000

RECOMMENDATION: That the Board approve the amendment with Leighton Consulting, Inc. to perform geotechnical observations, compaction testing and materials inspection and testing services for Joe Baca Middle School.

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



Leighton Consulting, Inc.
A LEIGHTON GROUP COMPANY

June 23, 2011

Project No. 600410-005

To: Colton Joint Unified School District
1212 Valencia Drive
Colton, California 92324

Attention: Mr. Craig Sandifer

Subject: Request for Additional Budget for Geotechnical and Materials Testing Services
During Construction of New Middle School No. 5 (Joe Baca Middle School), 1640
South Lilac Avenue, City of Rialto, California DSA 04-107269

Leighton Consulting, Inc. has prepared this request for additional budget based on the continued services that we have been requested to provide during construction of Middle School No. 5. Leighton has been providing geotechnical observation and testing and materials testing/special inspection services during construction of the school. Our original budget was based on assumed project schedules, since we did not have detailed construction schedules available to us. The amount for geotechnical and materials testing services assumed in our original budget will be exceeded. Therefore, we are submitting this revised request for additional budget for continued geotechnical and materials testing services on an as-requested basis. Services will be provided in accordance with our existing agreement.

Our fees will continue to accumulate on a time-and-materials basis in accordance with our current fee schedule that has been in effect for this project. Based on the scope of work anticipated for the project, we request additional budget as shown below. The actual charges for our services will be dependent on the contractors' schedules, pace and efficiency, and on how often we are requested to be onsite. We will continue to partner with you to manage our budget by working with your field representative to reduce standby time or unnecessary trips to the site.

Due to longer durations than anticipated, we have gone beyond our original budget, such as in masonry inspection for the northern site wall, field structural steel inspection, and structural steel

shop fabrication (approximately 4 months is listed on the schedule for structural steel shop fabrication, but so far there it has been about 7 months and is ongoing). Plus other items like evaluation of retention basins, rain damage repairs, environmental analysis of proposed import fill soil and floor levelness surveys were not originally anticipated. As such, we are requesting additional budget for our services, as follows:

<u>Previously Authorized Budget</u>	<u>Additional Budget Requested Herein</u>	<u>Total Revised Budget</u>
\$338,700	\$150,000	\$488,700

This additional requested budget includes work completed (approximately \$49,500 posted as of 6/12/11) and anticipated remaining work to be done. If the above is acceptable, please provide us with an amendment to the existing purchase order.

We appreciate the opportunity to be of continued service to Colton Joint Unified School District. If you have any questions or information that would update our scope of work, please call us at your convenience.

Respectfully submitted,

LEIGHTON CONSULTING, INC.



Jason D. Hertzberg, P.E., G.E.
Associate Engineer

Colton Joint Unified School District

Distribution: (1) Addressee

Name: Jaime R. Ayala

Title: Assistant Superintendent
Business Services Division

Signature: _____

Date: _____



BOARD AGENDA

**REGULAR MEETING
July 21, 2011**

ACTION ITEM

TO: Board of Education
PRESENTED BY: Jaime R. Ayala, Assistant Superintendent, Business Services Division
SUBJECT: Approval of Contract Amendment with Joe Henderson for DSA Inspection Services for Bloomington High School New Math and Science Building Project

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

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

The original contract for inspection services for modernization and new construction projects at Bloomington High School was approved by the Board on October 7, 2004 in the amount of \$467,100. Due to the delay in starting the new construction project, an approval to amend the duration of the contract to reflect the current schedule was approved by the Board on February 18, 2010.

Unforeseen soil conditions, excessive rain damage, and fire sprinkler subcontractor delays required the Inspector of Record to work additional overtime in order to recover some of the schedule from the delays. Also, more on-site fabrication occurred than originally anticipated, which required a DSA welding inspector. These unforeseen developments necessitate increasing the total budget by \$75,600.

Original Authorized Budget	\$467,100
Budgeted Revision #1	262,190
Budgeted Revision #2	75,600
Total Revised Budget	\$804,890

BUDGET

IMPLICATIONS: State Fund 35 Expenditure: \$75,600

RECOMMENDATION: That the Board approve the contract amendment with Joe Henderson for DSA inspection services for Bloomington High School New Math and Science Building Project.

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

JOE HENDERSON

42850 Mayberry St.
Hemet, Ca 92544
(951) 906-4878 (Cellular)
(909) 383-0449 (Fax)

**DSA Inspector Class 1 Cert. #1622
General & Electrical Building Inspections**

**Amendment for Bloomington High School Math & Science Bldg.
Cover additional services due to extended overtime on the project**

Joe Henderson Inspections will provide duly certified school construction inspection service; number and Class of Inspectors will be per DSA requirements

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

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

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

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

DSA Class Inspector		
Class 1	per hour	\$75.00
Class 2	per hour	\$70.00
Class 3	per hour	\$65.00
Certified Welding Inspector		\$72.50
Certified Masonry Inspector		\$72.50

Estimated time left on project per new schedule
July thru December 2011
\$75.00 @ 168 per month estimated \$12,600.00
Per 6 Months total completion = estimated \$75,600.00

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

Joe Henderson

Joe Henderson
DSA Inspector
Cert. #1622

Approved By:

Jaime R. Ayala
Asst. Superintendent of Business Services Division

Date

BOARD AGENDA

**REGULAR MEETING
July 21, 2011**

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Approval of Agreement with Riverside County and City of Grand Terrace for Traffic Signal, Safety Lighting and Roadway Improvements at Main Street and Michigan Avenue
- GOAL:** Facilities / Support Services
- STRATEGIC PLAN:** Strategy #4 – Facilities
- BACKGROUND:** The California Environmental Quality Act and Environmental Impact Report prepared for Grand Terrace High School project requires the west side of Michigan Street to be improved to its planned half-width cross section, and the addition of traffic signals at the intersection of Main Street and Michigan Avenue. The improvements consist of street widening, new concrete curb, gutter, sidewalk, and traffic signals at the intersection of Main Street and Michigan Avenue.
- Riverside County, City of Grand Terrace, and the District desire to cooperate on planning the construction of roadway improvements that provide benefits to the residents on Main Street and Michigan Avenue, students, parents of Grand Terrace High School and the general motoring public. All three agencies will mutually benefit from joint participation in implementing and funding the project. District and City of Grand Terrace will equally share 100% of the cost of the Michigan Avenue improvements north of the Main Street. Riverside County, City of Grand Terrace and the District will equally share the cost of traffic signals at the intersection of Main Street and Michigan Avenue. Riverside County will fund 100% of all remaining improvements south of the intersection of Main Street and Michigan Avenue.
- Based on Riverside County’s most recent construction estimate, the District’s share of the above projects is \$255,000. Upon completion of construction, County will provide the final project accounting and the final cost will be reconciled and allocated proportionally between the County, City of Grand Terrace, and the District.
- BUDGET IMPLICATIONS:** Bond Fund 21 – Measure G Expenditure: \$255,000 (Estimated)
- RECOMMENDATION:** That the Board approve the agreement with Riverside County and City of Grand Terrace for traffic signal, safety lighting and roadway improvements at Main Street and Michigan Avenue.
- ACTION:** On motion of Board Member _____ and _____, the Board approved the agreement, as presented.

1 **AGREEMENT BY AND BETWEEN**

2 **RIVERSIDE COUNTY,**

3 **CITY OF GRAND TERRACE**

4 **AND**

5 **COLTON JOINT UNIFIED SCHOOL DISTRICT**

6 **FOR TRAFFIC SIGNAL, SAFETY LIGHTING AND ROADWAY IMPROVEMENTS**

7 **AT MAIN STREET AND MICHIGAN AVENUE**

8 (Highgrove Area)

9 This Agreement entered into this 21st day of July, 2011, by and between the County of Riverside, (hereinafter
10 "COUNTY"), the CITY OF GRAND TERRACE (hereinafter "CITY") and the COLTON JOINT UNIFIED SCHOOL
11 DISTRICT, (hereinafter "DISTRICT") for the provision of certain roadway improvements on Main Street and
12 Michigan Avenue located within the jurisdictional boundaries of the COUNTY and the CITY.

13 **RECITALS**

- 14 A. COUNTY, CITY and DISTRICT have cooperated on planning the construction of certain roadway
15 improvements that provide benefits to the residents on Main Street and Michigan Avenue, to students and
16 parents of the new Grand Terrace High School and the general motoring public. The traffic signal and safety
17 lighting improvements at the intersection of Main Street and Michigan Avenue are hereinafter referred to as
18 "SIGNAL" The roadway improvements consist of street widening, new concrete curb, gutter, sidewalk,
19 access ramps, drainage improvements, signing and striping and other associated roadway improvements,
20 hereinafter referred to as "ROADWAY". These SIGNAL and ROADWAY improvements are hereinafter
21 referred to as "PROJECT". The location of PROJECT is shown in Exhibit A.
- 22 B. The PROJECT is within the jurisdictional boundaries of both the COUNTY and the CITY, the centerline of
23 Main Street being the COUNTY line and CITY limit.
- 24 C. COUNTY, CITY and DISTRICT desire to cooperate and jointly participate in implementing and funding the
25 PROJECT.
- 26 D. COUNTY, CITY and DISTRICT desire to have one agency take the lead role in the development and
27 implementation of the PROJECT to coordinate the improvements and to reduce overall costs.
- 28 E. COUNTY, CITY and DISTRICT have designated COUNTY as the lead agency for the PROJECT and
29

1 COUNTY will therefore provide the administrative, technical, managerial, and support services necessary to
2 develop and implement the PROJECT.

3 F. COUNTY, CITY and DISTRICT have cooperated in the preparation of improvement plans and specifications
4 that detail COUNTY, CITY and DISTRICT PROJECT improvements.

5 G. COUNTY will fund Fifty Percent (50%) of the SIGNAL improvements at the Main Street and Michigan Avenue
6 intersection.

7 H. DISTRICT will fund Twenty-Five Percent (25%) of the SIGNAL improvements at the Main Street and Michigan
8 Avenue intersection.

9 I. CITY will fund Twenty-Five Percent (25%) of the SIGNAL improvements at the Main Street and Michigan
10 Avenue intersection.

11 J. COUNTY will fund One Hundred Percent (100%) of the ROADWAY improvements within the COUNTY, south
12 of the Main Street center line ("COUNTY IMPROVEMENTS").

13 K. DISTRICT will fund Fifty Percent (50%) of the ROADWAY improvements within the City of Grand Terrace,
14 north of the Main Street center line ("DISTRICT IMPROVEMENTS").

15 L. CITY will fund Fifty Percent (50%) of the ROADWAY improvements within the City of Grand Terrace, north of
16 the Main Street center line ("CITY IMPROVEMENTS").

17 M. Costs that apply to the design and construction of the PROJECT (such as design engineering, preparation of
18 bid documents, advertising of project for bids, award of contract, surveying, inspection, and materials testing)
19 shall be allocated proportionally between the COUNTY, CITY and DISTRICT. See Exhibit B.

20 N. COUNTY, CITY and DISTRICT desire to define herein the terms and conditions under which said PROJECT
21 is to be administered, engineered, coordinated, constructed, managed, financed and maintained.

22 O. COUNTY will advertise, award and administer a public works contract for the construction of PROJECT
23 together with three other related projects: a) Main Street Improvement project, b) Main Street Storm Drain
24 project and c) Michigan Avenue Resurfacing project. See attached Exhibit C.

25 **AGREEMENT**

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

28 **SECTION 1 • COUNTY AGREES:**

- 1 1. To act as the Lead Agency to design, advertise, award and administer a public works contract for the
2 construction of the PROJECT.
- 3 2. To identify and locate all utility facilities within the PROJECT area. If any existing public and/or private utility
4 facilities conflict with PROJECT construction, COUNTY shall make all necessary arrangements with the
5 owners of such facilities for their protection, relocation, or removal. All utility facilities shall be identified on the
6 PROJECT plans and specifications, and conflicting utilities shall be denoted. COUNTY shall require the utility
7 owner and/or its contractors performing the relocation work within CITY's right of way to obtain a CITY
8 encroachment permit prior to the performance of said relocation work.
- 9 3. To establish the PROJECT ACCOUNT into which the DISTRICT and CITY will deposit their respective
10 Deposits and respective portions of the PROJECT BUDGET as shown in Exhibit B.
- 11 4. To advertise, award and administer a public works contract for the construction of PROJECT in accordance
12 with all applicable federal, state or local statutes, ordinances, orders, governmental requirements, laws or
13 regulations, including but not limited to the local agency public construction codes, California Labor Code,
14 California Education Code, and California Public Contract Code.
- 15 5. To furnish a representative to perform the function of Resident Engineer during construction of PROJECT. If
16 the PROJECT plans and specifications are prepared by a private engineering company, the Resident
17 Engineer shall not be an employee of that company. The Resident Engineer shall also be independent of the
18 construction contractor.
- 19 6. To furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction surveys,
20 soils and foundation tests, measurement and computation of quantities, testing of construction materials,
21 checking shop drawings, preparation of estimates and reports, preparation of as-built drawings, and other
22 inspection and staff services necessary to assure that the construction is performed in accordance with the
23 plans and specifications.
- 24 7. To construct the PROJECT in accordance with approved plans and specifications.
- 25 8. To provide separate quantities and accounting for the DISTRICT's and CITY's share of PROJECT.
- 26 9. To provide material testing and quality control conforming to the Caltrans Standard Testing Methods as
27 provided in Chapter 16 of the Local Assistance Procedures Manual, and to have this testing performed by a
28 certified material tester.

1 10. To furnish DISTRICT and CITY each with a complete set of full-sized film positive reproducible as-built plans
2 and all contract records, including survey documents, within ninety (90) days following the completion and
3 acceptance of the PROJECT construction contract. DISTRICT and CITY also desire electronic copies of
4 completed plans if available. If electronic copies are provided it is requested that they be provided on CD-R
5 media.

6 11. To furnish DISTRICT and CITY with a final reconciliation of PROJECT expenses within ninety (90) days
7 following the filing of the Notice of Completion.

8 12. To contribute the amount of Four hundred and twelve thousand dollars (\$412,000), which is One Hundred
9 Percent (100%) of the COUNTY's estimated share of the costs for the PROJECT set forth in Exhibit B.

10 13. To provide oversight of PROJECT and to provide prompt reviews and approvals, as appropriate, of
11 submittals, and to cooperate in timely processing of PROJECT.

12 **SECTION 2 • DISTRICT AGREES:**

13 1. To provide a representative to coordinate and assist the COUNTY's Resident Engineer during the
14 construction of PROJECT and to verify DISTRICT facilities are constructed in accordance with the approved
15 plans and specifications.

16 2. To deposit with COUNTY, after the bid opening and prior to COUNTY awarding the construction contract for
17 the PROJECT and upon written request by the COUNTY, the amount of Two hundred and fourteen thousand
18 dollars (\$214,000) (the "Deposit"), which represents ninety percent of the DISTRICT's PROJECT BUDGET
19 (without contingencies) as shown in Exhibit B.

20 3. To pay within 45 days of receipt, the invoice for final reconciled costs in excess of the Deposit amount up to
21 the District's share of the actual cost for PROJECT submitted by COUNTY for services rendered in
22 accordance with this Agreement.

23 **SECTION 3 • CITY AGREES:**

24 1. To provide a representative to coordinate and assist the COUNTY's Resident Engineer during the
25 construction of PROJECT and to verify CITY facilities are constructed in accordance with the approved plans
26 and specifications.

27 2. To deposit with COUNTY, after the bid opening and prior to COUNTY awarding the construction contract for
28 the PROJECT and upon written request by the COUNTY, the amount of Two hundred and fourteen thousand
29

1 dollars (\$214,000) (the "Deposit"), which represents ninety percent of the CITY's PROJECT BUDGET
2 (without contingencies) as shown in Exhibit B.

- 3 3. To pay within 45 days of receipt, the invoice for final reconciled costs in excess of the Deposit amount up to
4 the CITY's share of the actual cost for PROJECT submitted by COUNTY for services rendered in accordance
5 with this Agreement.
- 6 4. To enter into a maintenance agreement with COUNTY for the COUNTY to maintain the two new traffic signals
7 on Main Street at a) Grand Terrace High School main entrance and b) at Michigan Avenue, and to pay 50%
8 of the maintenance and energy costs for the two traffic signals.

9

10 **SECTION 4 • IT IS MUTUALLY AGREED AS FOLLOWS:**

- 11 1. The Recitals set forth above at the beginning of this Agreement are incorporated herein by this reference.
- 12 2. The total cost of the PROJECT is estimated to be Nine hundred and twenty-two thousand dollars (\$922,000)
13 ("PROJECT BUDGET") as set forth in Exhibit B.
- 14 3. The total cost of the CITY's share of the PROJECT is estimated to be Two hundred fifty-five thousand dollars
15 (\$255,000) as detailed in Exhibit B. The total cost of the DISTRICT's share of the PROJECT is estimated to
16 be Two hundred fifty-five thousand dollars (\$255,000) as detailed in Exhibit B. The total cost of the
17 COUNTY's share of the PROJECT is estimated to be Four hundred and twelve thousand dollars (\$412,000)
18 as detailed in Exhibit B.
- 19 4. If upon opening of bids for construction of the PROJECT and if the successful bid is not projected to cause
20 the PROJECT to overrun the PROJECT BUDGET, COUNTY shall be authorized to award contract.
- 21 5. If upon opening of bids for construction of the PROJECT and the successful bid is projected to cause the
22 PROJECT to overrun the PROJECT BUDGET, DISTRICT, CITY and COUNTY shall endeavor to agree upon
23 an alternative course of action. If the DISTRICT, CITY and COUNTY cannot reach a consensus on an
24 alternative course of action, the CITY and DISTRICT, at their discretion, shall at all times have the right, but
25 not the obligation, to deposit into the PROJECT ACCOUNT the difference between the PROJECT BUDGET
26 and the actual bid amount. If after thirty (30) calendar days from the date of bid opening, an alternative
27 course of action is not agreed upon, and the CITY or DISTRICT has elected not to deposit into the PROJECT
28 ACCOUNT the difference between the PROJECT BUDGET and the actual bid amount, this Agreement shall
29

1 be deemed to be terminated by mutual consent. If the Agreement is terminated per this provision, COUNTY
2 shall be obligated to reimburse DISTRICT and CITY for any funds already deposited with the COUNTY minus
3 any DISTRICT's and CITY's share of the expenditures for the PROJECT expended to date, in the proportion
4 as defined in Article G, H and I, respectively, of the RECITALS. COUNTY shall reimburse DISTRICT and
5 CITY within thirty (30) days of termination.

6 6. COUNTY shall inform the DISTRICT and CITY of the need for any changes to the PROJECT or the
7 PROJECT BUDGET. The parties shall agree to collaborate and cooperate in an attempt to reach agreement
8 with respect to the final costs and to any change orders that affect the PROJECT or PROJECT BUDGET. In
9 the event that cost increases are necessary and the PROJECT BUDGET cannot be increased, the parties will
10 meet to conduct value engineering or mutually agree on a change in the PROJECT so that costs remain
11 within the PROJECT BUDGET. All changes to the PROJECT or the PROJECT BUDGET must be approved
12 in writing by all Parties. DISTRICT shall be responsible for cost increases that are attributable to the
13 DISTRICT IMPROVEMENTS. COUNTY shall be responsible for cost increases that are attributable to the
14 COUNTY IMPROVEMENTS. CITY shall be responsible for cost increases that are attributable to the CITY
15 IMPROVEMENTS. Costs increases that are attributable to the PROJECT shall be split in the proportion as
16 defined in Article G, H and I of the RECITALS between the parties.

17 7. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the
18 PROJECT construction contract, a policy of Contractual Liability Insurance, including coverage of Bodily
19 Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage,
20 and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each
21 policy shall be required which name the DISTRICT, its officers, agents and employees and CITY, its officers,
22 agents and employees as additionally insured. COUNTY shall also require COUNTY's contractor to maintain
23 Worker's Compensation Insurance. COUNTY shall provide Certificates of Insurance and Additional Insured
24 Endorsements which meet the requirements of this section to DISTRICT and CITY prior to the start of
25 construction.

26 8. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will
27 automatically be vested with the jurisdiction for which the improvements reside and no further agreement will
28 be necessary to transfer ownership.

- 1 9. Neither COUNTY, CITY nor DISTRICT shall be responsible for any maintenance of the improvements
2 provided by PROJECT that are located outside of their respective ownership or right of way boundaries
3 except as specified in this agreement or future agreements.
- 4 10. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by all
5 parties and no oral understanding or agreement not incorporated herein shall be binding on each party
6 hereto.
- 7 11. DISTRICT, CITY and COUNTY shall retain or cause to be retained for audit for a period of three (3) years
8 from the date of final payment, all records and accounts relating to PROJECT.
- 9 12. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability
10 occurring by reason of anything done or omitted to be done by DISTRICT or CITY under or in connection with
11 any work, authority or jurisdiction delegated to DISTRICT or CITY under this Agreement. It is further agreed
12 that pursuant to Government Code Section 895.4, DISTRICT and/or CITY shall fully indemnify and hold
13 COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8)
14 occurring by reason of anything done or omitted to be done by DISTRICT or CITY respectively under or in
15 connection with any work, authority or jurisdiction delegated to DISTRICT or CITY respectively under this
16 Agreement.
- 17 13. Neither DISTRICT nor any officer or employee thereof shall be responsible for any damage or liability
18 occurring by reason of anything done or omitted to be done by COUNTY or CITY under or in connection with
19 any work, authority or jurisdiction delegated to COUNTY or CITY under this Agreement. It is further agreed
20 that pursuant to Government Code Section 895.4, COUNTY and/or CITY shall fully indemnify and hold
21 DISTRICT harmless from any liability imposed for injury (as defined by Government Code Section 810.8)
22 occurring by reason of anything done or omitted to be done by COUNTY or CITY respectively under or in
23 connection with any work, authority or jurisdiction delegated to COUNTY or CITY respectively under this
24 Agreement.
- 25 14. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by
26 reason of anything done or omitted to be done by COUNTY or DISTRICT under or in connection with any
27 work, authority or jurisdiction delegated to COUNTY or DISTRICT under this Agreement. It is further agreed
28 that pursuant to Government Code Section 895.4, COUNTY and/or DISTRICT shall fully indemnify and hold
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1 CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring
2 by reason of anything done or omitted to be done by COUNTY or DISTRICT respectively under or in
3 connection with any work, authority or jurisdiction delegated to COUNTY or DISTRICT respectively under this
4 Agreement.

5 15. This Agreement and the exhibits herein contain the entire agreement between the parties, and is intended by
6 the parties to completely state the agreement in full. Any agreement or representation respecting the matters
7 dealt with herein or the duties of any party in relation thereto, not expressly set forth in this Agreement, is null
8 and void.

9 16. Nothing in the provisions of Agreement is intended to create duties or obligations to or rights in third parties
10 not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any
11 standard of care with respect to the maintenance of roads different from the standard of care imposed by law.

12 17. This Agreement may be executed in one or more counterparts and when a counterpart shall have been
13 signed by each party hereto, each shall be deemed an original, but all of which constitute one and the same
14 instrument.

15 18. This Agreement shall terminate 12 months after the filing of a Notice of Completion for PROJECT. In no
16 event shall construction of the PROJECT be completed later than June 30, 2012, provided that the High
17 School remains scheduled to open on or before August 15, 2012. In the event that the High School is
18 scheduled to open after August 15, 2012, the completion date for the PROJECT shall be extended by a
19 corresponding number of days, so that the PROJECT is completed at least forty-five (45) days prior to the
20 scheduled opening of the High School.

21 19. All notices, demands, invoices, and written communications shall be in writing and delivered to the following
22 addresses or such other address as the PARTIES may designate:

23 To County: Riverside County Transportation Department

24 Attention: Juan C. Perez

25 4080 Lemon Street, 8th Floor

26 Riverside, CA 92501

27 Phone: (951) 955-6740

28 Fax: (951) 955-3198

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To District: Colton Joint Unified School District
Attention: Darryl Taylor, Director of Facilities, Planning and Construction
851 South Mt. Vernon Avenue, Suite 8
Colton, CA 92324
Phone: (909) 580-6640
Fax: (909) 554-1882

To City: City of Grand Terrace
Attention: Richard Shields, Director of Building and Safety/Public Works
22795 Barton Road, Suite "B"
Grand Terrace, CA 92313
Phone: (909) 825-3825
Fax: (909) 825-7506

[Signatures of Parties on Following Page]

1 **APPROVALS**

2 **COUNTY OF RIVERSIDE**

3 RECOMMENDED FOR APPROVAL:

4 _____ Dated: _____
5 JUAN C. PEREZ
6 Director of Transportation

7 APPROVED AS TO FORM:

8 PAMELA J. WALLS, COUNTY COUNSEL

9 _____ Dated: _____
10 By Deputy

11 APPROVAL BY THE BOARD OF SUPERVISORS:

12 _____ Dated: _____
13 BOB BUSTER
14 Chairman, Riverside County Board of Supervisors

15
16
17
18 ATTEST:

19
20
21 _____ Dated: _____
22 KECIA HARPER-IHEM,
23 Clerk of the Board (SEAL)

COLTON JOINT UNIFIED SCHOOL DISTRICT

APPROVED BY:

_____ Dated: _____
JAIME R. AYALA
Assistant Superintendent, Business Services
Division

APPROVED AS TO FORM:

_____ Dated: _____
BY:
THE:

ATTEST:

_____ Dated: _____
BY:
THE:

CITY OF GRAND TERRACE

APPROVED AS TO FORM:

_____ Dated: _____
JOHN HARPER
City Attorney

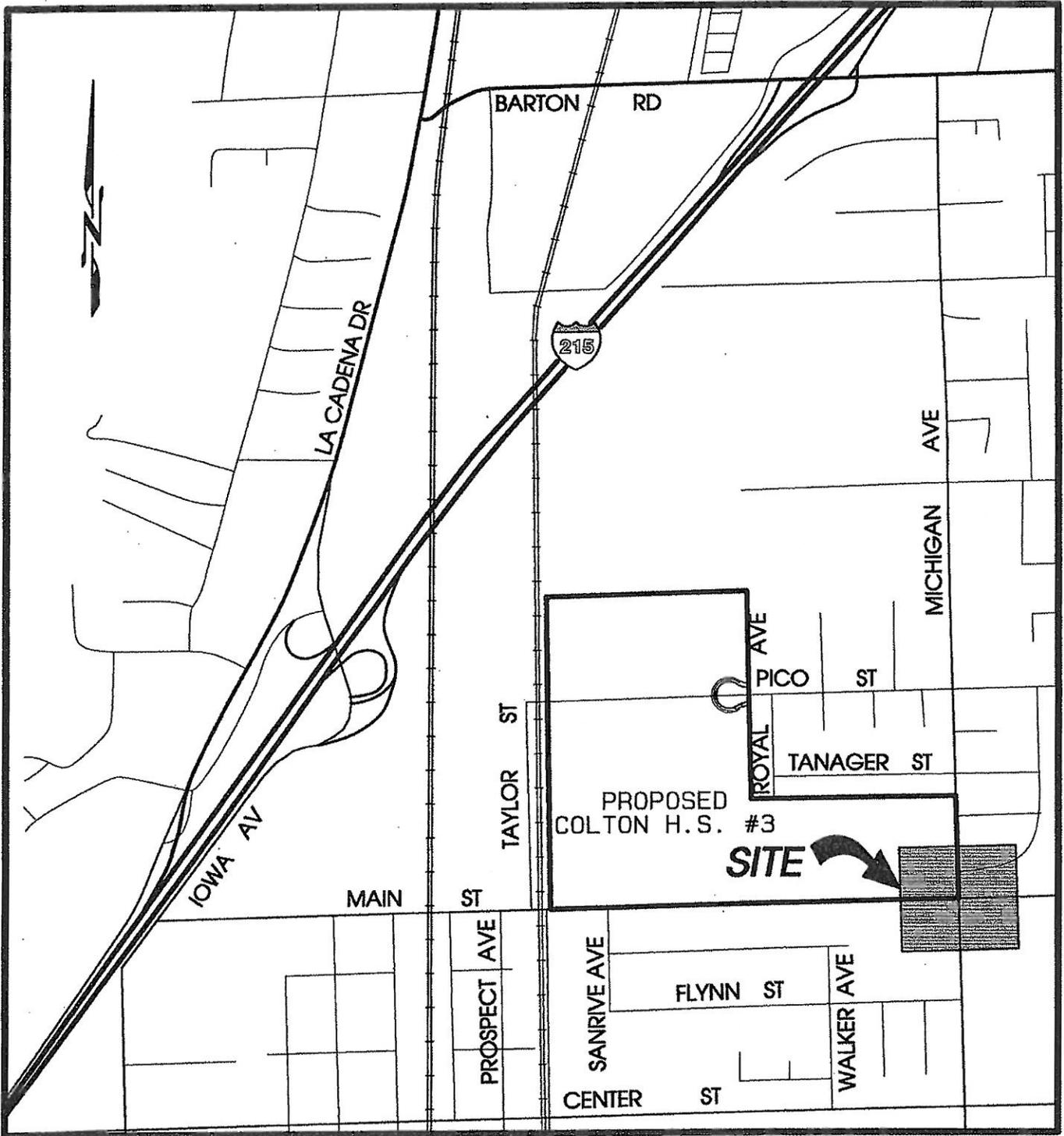
APPROVED BY THE CITY OF
GRAND TERRACE CITY COUNCIL

_____ Dated: _____
WALT STANCKIEWITZ
Mayor

ATTEST:

_____ Dated: _____
BRENDA MESA
City Clerk

EXHIBIT A: PROJECT LOCATION MAP



SECTION 8, TOWNSHIP 2 SOUTH RANGE 4 WEST
NOT TO SCALE

1 **EXHIBIT B • PROJECT BUDGET FOR MAIN STREET AND MICHIGAN TRAFFIC SIGNAL PROJECT**

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TASK	COUNTY OF RIVERSIDE	COLTON JOINT USD	CITY OF GRAND TERRACE	TOTAL
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CONSTRUCTION					
Construction		\$ 273,000	\$ 174,000	\$ 174,000	\$ 621,000
Construction Contingency	10 %	\$ 28,000	\$ 17,500	\$ 17,500	\$ 63,000
SUBTOTAL Const.		\$ 301,000	\$ 191,500	\$ 191,500	\$ 684,000

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DESIGN/CONSTRUCTION ENGINEERING					
Plans, Specs & Estimates		\$ 55,000	\$ 27,500	\$ 27,500	\$ 110,000
Advertise & Award	1.0%	\$ 3,000	\$ 2,000	\$ 2,000	\$ 7,000
Inspection & Testing	14%	\$ 39,000	\$ 25,000	\$ 25,000	\$ 89,000
Construction Survey	5.0%	\$ 14,000	\$ 9,000	\$ 9,000	\$ 32,000
SUBTOTAL Const. Engr.		\$ 111,000	\$ 63,500	\$ 63,500	\$ 238,000

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TOTAL		\$ 412,000	\$ 255,000	\$ 255,000	\$ 922,000
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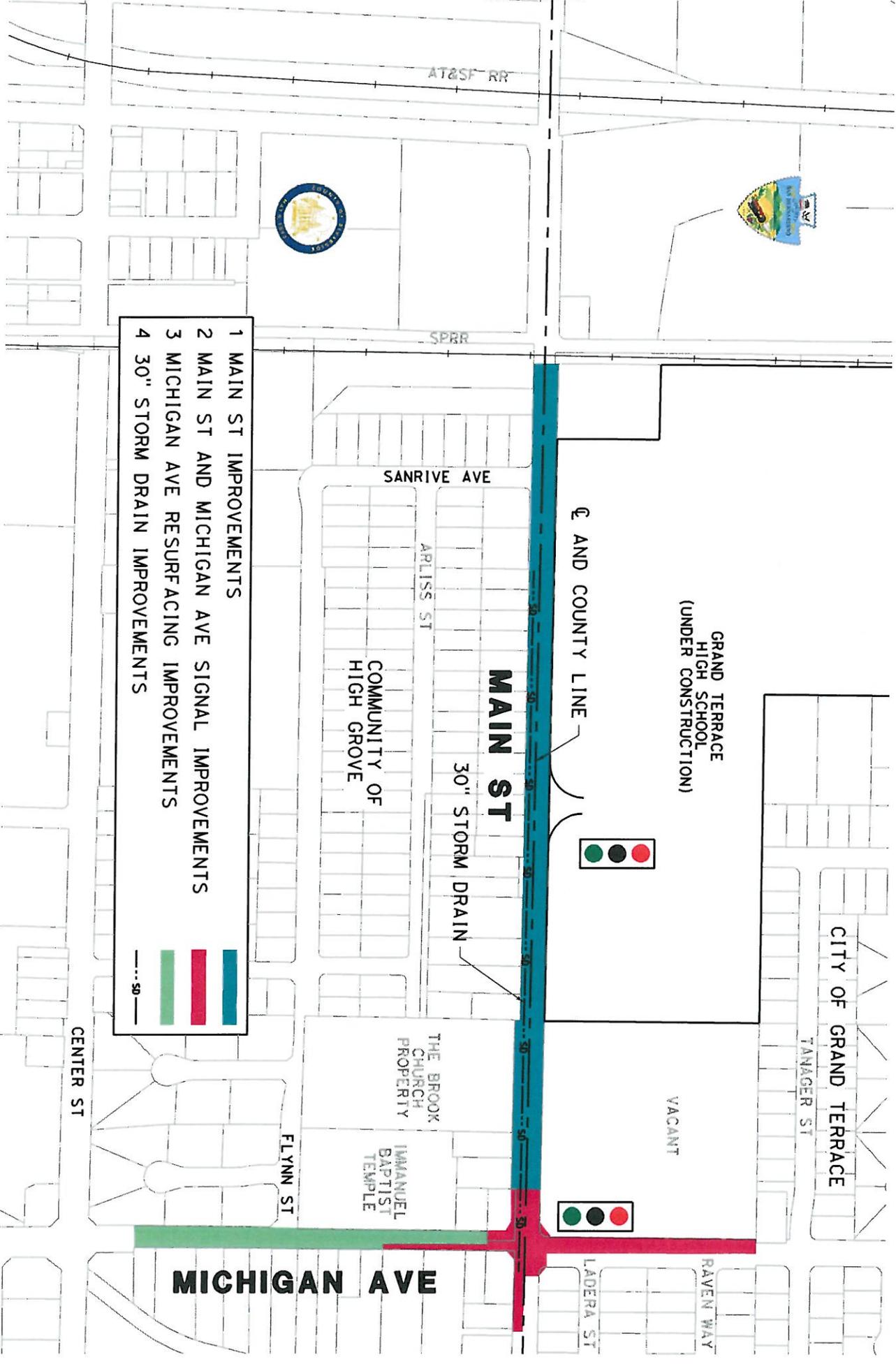
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COUNTY OF RIVERSIDE
 DEPARTMENT OF TRANSPORTATION

MAIN STREET IMPROVEMENT PROJECTS

EXHIBIT C



- 1 MAIN ST IMPROVEMENTS
- 2 MAIN ST AND MICHIGAN AVE SIGNAL IMPROVEMENTS
- 3 MICHIGAN AVE RESURFACING IMPROVEMENTS
- 4 30" STORM DRAIN IMPROVEMENTS



BOARD AGENDA

REGULAR MEETING
July 21, 2011

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Agreement with Practi-Cal, Inc., for LEA (Local Education Agency) Medi-Cal and MAA (Medi-Cal Administrative Activities) Billing Services (2011/12-2013/14)

GOAL: Personnel Development, Budget Planning

STRATEGIC PLAN: #7 – Fiscal Responsibility

BACKGROUND: The District receives Medi-Cal LEA (for serving special education students only) and MAA (for serving the Medi-Cal student population) federal funding as a pass-through from the State. Because the expertise is so complex to provide this service internally, the District contracts out this service, as do nearly all other districts in the State. In the past few years the District has used Practi-Cal Services (Sacramento) to process these revenues.

Practi-Cal will provide individualized site training, materials, online modules, Medi-Cal percentage calculation, provider certification verification, program assessment, management reports, claims processing, and management of the District's audit file.

Practi-Cal bills the district 10% of the amounts recovered under the LEA Medi-Cal Billing Services and charges the district an hourly rate for work performed on claims filed under the MAA Billing Services.

BUDGET IMPLICATIONS: Estimated Revenue: \$376,867 for LEA Medi-Cal and \$334,000 for MAA based on prior year revenue

RECOMMENDATION: That the Board approve the agreement with Practi-Cal, Inc., for LEA (Local Education Agency) Medi-Cal and MAA (Medi-Cal Administrative Activities) Billing Services (2011/12-2013/14).

ACTION: On motion of Board Member _____ and _____, the Board approved the agreement with Practi-Cal, Inc., for LEA (Local Education Agency) Medi-Cal and MAA (Medi-Cal Administrative Activities) Billing Services (2011/12-2013/14) as presented.



**MEDI-CAL LEA BILLING OPTION SERVICES AGREEMENT BETWEEN
THE
COLTON JOINT UNIFIED SCHOOL DISTRICT
AND
CSBA'S PRACTI-CAL, INC.**

Whereas the DISTRICT desires to contract for LEA Billing Option Program Medi-Cal billing services; and CSBA's Practi-Cal, Incorporated (hereinafter referred to as Practi-Cal) is willing to provide such services through its Medi-Cal Services Program;

Now, therefore in consideration of the mutual Agreements and definitions contained herein, the parties hereto agree as follows:

1. **Definitions** The parties agree to this agreement and mutually accept the following definitions of the enumerated terms:
 - 1.1 PRACTI-CAL means CSBA's Practi-Cal, Incorporated. When used in the context of the performance of tasks, this is extended to include its subcontractors when performing duties in connection with this contract.
 - 1.2 DISTRICT means an independent public school district, county office of education, Office of the County Superintendent of Schools, Special Education Local Plan Area or community college district in the State of California.
 - 1.3 AGREEMENT means this contract between the DISTRICT and PRACTI-CAL, along with exhibits A and B.
 - 1.4 Claim means the right of the DISTRICT to seek reimbursement for a service or services provided to a named student on a given day by a named service provider.
 - 1.5 LEA means a Local Educational Agency
 - 1.6 EDS means Electronic Data Systems, Inc.
 - 1.7 SELPA means a Special Education Local Plan Area.

2. **Commencement, Amendment, and Termination**

Commencement

- 2.1 The parties hereby enter into this agreement for a period of three years beginning the date of execution of this agreement and remaining in full force and affect, except as amended or terminated as hereinafter provided. This term will automatically renew for a new three year term after the completion of the period and then after the end of each period unless notice is given as detailed below.

Amendment

- 2.2 This agreement shall become subject to amendment in the event any legislative, executive or regulatory action or any court decision which, in the judgment of PRACTI-CAL, prohibits or modifies any services or actions contemplated by this AGREEMENT.
- 2.3 Any alterations, variations, modifications or waivers of provisions of this AGREEMENT shall be valid only when they have been reduced to writing, duly signed and attached to the original of this AGREEMENT.

Termination

- 2.4 This AGREEMENT may be terminated at any time by either party giving not less than one hundred eighty days written notice to the other party specifying the date of termination.
- 2.5 This AGREEMENT shall become subject to termination in the event of any legislative, executive or regulatory action or any court decision which, in the judgment of PRACTI-CAL, prohibits the expenditure of federal and/or state funds for the services or actions contemplated by this AGREEMENT.
3. **PRACTI-CAL Responsibilities:** PRACTI-CAL is responsible for the duties specified in Exhibit A, whether provided by internal staff or by its subcontractor or its designee.
4. **DISTRICT Responsibilities:** The DISTRICT is responsible for performing the duties specified in Exhibit B.

5. **Fees for Services**

5.1 In consideration for all services rendered pursuant to this AGREEMENT the DISTRICT shall pay PRACTI-CAL 10% based on the amounts they recover as a result of billings processed under the Practi-Cal Medi-Cal Billing Services Program. Fees shall be payable on receipt of the recovered funds from EDS. The DISTRICT agrees to pay as soon as administratively possible, but not later than 30 days after receipt of the funds from EDS.

5.2 PRACTI-CAL reserves the right to collect all fees that are due for any CLAIMS submitted to the state for payment, on behalf of the contracting DISTRICT. This would include claims submitted for any period preceding notice of termination or written termination date from PRACTI-CAL or the DISTRICT, whichever occurs last. Termination of this AGREEMENT shall not relieve the DISTRICT of the responsibility to pay any fees payable pursuant to this AGREEMENT.

6. **Events of Default:** Upon the occurrence of an event of default by either party to this AGREEMENT, the non-defaulting party may terminate this AGREEMENT after giving the appropriate written notice to the defaulting party. Each of the following events constitutes an event of default:

6.1 If DISTRICT fails to make any payment on or before the due date and fails to cure this delinquency within thirty days of such delinquency.

6.2 If DISTRICT commits any breach of any covenant, warranty or agreement herein contained, and fails to remedy any such breach and such failure shall continue for fifteen days after written notice thereof from PRACTI-CAL to the DISTRICT, then PRACTI-CAL may, at its option, and in addition to any other remedies to which it may be entitled, cancel and terminate this AGREEMENT by thirty days notice in writing to such effect.

6.3 If PRACTI-CAL commits any breach of any covenant, warranty or agreement herein contained, and fails to remedy any such breach and such failure shall continue for fifteen days after written notice thereof from the DISTRICT to PRACTI-CAL, then the DISTRICT may, at its option, and in addition to any other remedies to which it may be entitled, cancel and terminate this AGREEMENT by thirty days notice in writing to such effect.

7. **Errors and Omissions:** No accidental errors or omissions upon the part of either party shall relieve the other party of its responsibilities under the AGREEMENT, provided such errors and omissions are reported as soon after discovery as possible. Both parties agree to carry such errors and omissions insurance as will protect the other party from injury not the fault of the injured party.

8. **Confidentiality:**

- 8.1 Except to the extent permitted under federal or state law, regulation or standards; and to the extent required to qualify students as clients or beneficiaries of services for benefits for which they are, or may be, entitled under State, local or federal entitlement or laws, under policies, contracts or insurance payments contemplated within the scope of this AGREEMENT, PRACTI-CAL shall not during or after the period of this AGREEMENT, without authorization from the DISTRICT, disclose or use for the benefit of any person, corporation or other entity or itself, any files or any other confidential or personally identifiable information concerning students and/or their families. Confidential or personally identifiable information shall mean information not generally known to the public which is disclosed to PRACTI-CAL, its agents or employees, or known by them as a consequence of this AGREEMENT, whether or not pursuant to this AGREEMENT.
- 8.2 The DISTRICT shall not, except to the extent permitted or required by law, disclose any proprietary information it may learn as a consequence of this AGREEMENT, to anyone other than an employee of the DISTRICT, who requires such information to perform hereunder, or an employee of PRACTI-CAL or its designee.

9. **Warrantees:** The DISTRICT represents and warrants that:

- 9.1 This instrument is executed with the full knowledge of and understanding of its term and meanings by the DISTRICT and is executed by a person who has the authority of the governing board to do so.
- 9.2 This instrument is being executed in multiple counterparts, each of which are the same AGREEMENT and any of which shall be considered an original instrument.
- 9.3 All information provided or otherwise supplied to PRACTI-CAL or its designee shall, to the best of its knowledge and belief, be true, accurate and complete and that the DISTRICT has the right to file such CLAIMS as documented.
- 9.4 That the filing of claims through PRACTI-CAL pursuant to this AGREEMENT will not be knowingly in violation of any law or contract to which the DISTRICT is a party.
- 9.5 That neither the DISTRICT nor its employees shall submit Medicaid CLAIMS except through PRACTI-CAL during the term of this AGREEMENT.

10. **Ownership of Products of AGREEMENT:** The parties hereto agree that all forms, materials, software and other documents including, but not limited to, criteria, policies and procedures developed by PRACTI-CAL as a direct result of, or instrumental to, this AGREEMENT shall, at all times, remain the property of PRACTI-CAL and may not be distributed, published or sold to third parties, persons or entities without the express, written consent of PRACTI-CAL.

11. **Remedies of the Parties**

11.1 The parties hereto acknowledge that, notwithstanding the fact that this AGREEMENT is terminable upon notice, the restrictions contained in this AGREEMENT are reasonable and necessary protection of the legitimate interests of the parties, that any violation of the terms of this agreement might cause substantial injury to the parties and that the parties hereto would not have entered into this AGREEMENT without receiving the additional consideration offered by each party in binding itself, its agents and its employees to these restrictions. In the event of violation of any of these restrictions, each party shall be entitled to preliminary and permanent injunctive relief in addition to any other remedy.

11.2 Disputes with respect to this AGREEMENT shall be discussed and resolved, if possible, by authorized representatives of PRACTI-CAL and the DISTRICT. The parties hereby agree to use their best efforts to promptly resolve any such dispute. If, however, the parties are not successful in resolving such dispute within thirty days from the date such dispute arises, then either party shall be free to exercise any rights it might have under paragraphs 2.3, 2.4, 2.5 of this AGREEMENT or under the law without the necessity of seeking judicial cancellation of this AGREEMENT and without the necessity of a formal placing in default.

11.3 All notices required by or relating to this AGREEMENT shall be in writing and shall be sent to the parties to this AGREEMENT at their addresses set below unless changed from time to time, in which event each party shall notify the other in writing of such change. All such notice shall be deemed duly given if deposited, registered or certified mail, in the United States mail.

Practi-Cal, Inc.
3100 Beacon Blvd.
West Sacramento, CA 95691

12. **Liability and Insurance**

- 12.1 The parties agree to maintain in force errors and omissions insurance as may reasonably be required by the other party.
- 12.2 PRACTI-CAL agrees to hold harmless and indemnify the DISTRICT from any claim arising out of any act of omission or commission which is deemed to be caused by gross negligence and/or willful reckless conduct by PRACTI-CAL.
- 12.3 DISTRICT agrees to hold harmless and indemnify PRACTI-CAL from any claim arising out of any act of omission or commission which is deemed to be caused by gross negligence and/or willful reckless conduct by DISTRICT.

13. **Miscellaneous Provisions**

- 13.1 This AGREEMENT comprises the entire AGREEMENT between the DISTRICT and PRACTI-CAL and may be amended only in writing and by mutual consent of both parties.
- 13.2 The headings, titles and sub-titles in this AGREEMENT have been inserted solely for convenient reference and shall be ignored in its construction.
- 13.3 This AGREEMENT has been negotiated and executed in the state of California and the laws of that state shall govern its construction and validity.
- 13.4 This AGREEMENT shall inure to and shall be binding upon the parties hereto, the successors and assigns of the DISTRICT and PRACTI-CAL.
- 13.5 The purpose of this AGREEMENT is not to be defeated by a narrow, technical construction of its provisions. This AGREEMENT shall be considered as an honorable undertaking and shall be subject to a liberal construction for the purpose of giving effect to the intentions of the parties hereof.
- 13.6 The waiver by either party of any breach or violation of any provision of this AGREEMENT shall not operate or be construed as a waiver of any subsequent breach or violation hereof.
- 13.7 If any provision of this AGREEMENT shall be held invalid or unenforceable, the remainder of this AGREEMENT shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall remain in full force and effect with respect to all other circumstances.

In WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly executed as of the date set forth herein.

For the District

For PRACTI-CAL

By: _____

By: _____

Name: _____

Name: Susan Rader

Title: _____

Title: Assistant Executive Director

Date: _____

Date: _____

Exhibit A
PRACTI-CAL Responsibilities:

1. Assist Districts become registered Medi-Cal providers.
2. Based upon the student data submitted to PRACTI-CAL by the District obtain a DHS eligibility match and conduct and complete an analysis to determine the number of children and youth within the jurisdiction of the District who are eligible to receive medical assistance within the contemplation of the Medicaid Act. PRACTI-CAL shall provide a written report of its findings to the District upon completion of said analysis.
3. Develop and implement a training program, in cooperation with the District or its designee for the Districts' personnel involved in the implementation of the services contemplated within the scope of this Agreement. . Subsequent training sessions will be provided upon discussion with the district representative and Practi-Cal agent to ensure compliance with state and federal guidelines, maximize reimbursements, and ensure staff knowledge of billable activities, regulations and activities.
4. Serve as the authorized billing agent for the District to file and process claims to EDS, or state contracted designee, for reimbursement of health care and or related services provided by the District's professionals to eligible students within the jurisdiction of the District based on the forms provided by the District.
5. Provide Billing forms and pre-addressed envelopes.
6. Research and follow up on any claims rejected by EDS and re-file them when appropriate.
7. Provide the District throughout the school year, monthly financial, participation reports, service history and utilization written reports. Reports shall include, but not be limited to, information by service provider and service type.
8. Maintain appropriate records and files including safe site storage for electronic data stored at PRACTI-CAL. Maintain appropriate storing of district documents which resulted in state reimbursements.
9. Comply with federal guidelines concerning issues of confidentiality of student information.
10. Provide access to books and records required by federal or state guidelines.
11. Keep and maintain appropriate charts, files and records of all services rendered by PRACTI-CAL its agents and employees under this Agreement and shall prepare in connection with these services all reports and correspondence necessary or appropriate in the circumstances
12. Work in concert with Medi-Cal officials, the California Superintendent of Public Instruction, the California Secretary of Education and Child Development and other government officials to allow the Districts access to the identities of eligible children.
13. Retain all books, records, and other documents relevant to this Agreement and to funds received and expended hereunder for at least four (4) years after final payment.
14. Provide Cost Reimbursement and Comparison Schedule (CRCS) completion assistance. The district will make available to Practi-Cal the appropriate Fiscal and Human Resource staff necessary for data collection. Staff will need to respond timely and provide Practi-Cal data upon request. Practi-Cal will compile district and state provided data and prepare the report for district certification. There is no additional cost for the CRCS assistance.

Exhibit B
District Responsibilities

1. Complete State of California Provider Participation Form and obtain Medicaid provider identification number, with assistance from Practi-Cal.
2. Execute the Telecommunications form.
3. Provide PRACTI-CAL with information about children and youth within the jurisdiction of the District who are receiving health related services so that PRACTI-CAL can obtain a DHS eligibility match.
4. Provide health care and/or related services as defined under State and Federal laws and regulations pertaining to the education of children and youth within the jurisdiction of the District. Said health care and/or related services shall be provided by qualified professionals who meet all applicable licensing and or certification requirements set forth in Federal and State of California statutes and/or regulations and who are under the general supervision of the District.
5. Submit to PRACTI-CAL, only such information as may be required to file a Medicaid claim under the LEA Billing Option Program, for such health services delivered to eligible children and youth within the jurisdiction of the District. Said information shall be provided on a form designated by PRACTI-CAL which shall include, but not be limited to the following: name, birth date, type of service, date of service, certain criteria dependent upon type of service, and signature of the professional delivering the services.
6. Provide to PRACTI-CAL, or its designee, information about the qualified professionals who meet all the applicable licensing and or certification requirements that will be providing health care and/or related services sufficient to complete a Medicaid claim when they begin with the program. Update this information when necessary. Said updates shall include additions to or deletions from this professional list.
7. Comply with any and all requirements set forth by the California State Department of Education and the California Department of Health Services regarding the Local Educational Agency (LEA) program, including but not limited to provider procedures as outlined in the Medi-Cal Inpatient/Outpatient Provider Manual.
8. Keep, maintain and have available CRCS supporting financial and service documentation at least until the auditing process of the Medic-Cal CRCS has been completed.
9. Keep and maintain appropriate charts, files and records of all professional services rendered by the District, its agents and employees under this Agreement and shall prepare in connection with these services all reports and correspondence necessary or appropriate in the circumstances.



MEDI-CAL ADMINISTRATIVE ACTIVITIES SERVICE AGREEMENT

This Agreement is made and entered into by and between MCF Consulting, Incorporated (hereinafter referred to as MCF) and the Colton Joint Unified School District (hereinafter referred to as “LEA”) for services related to claims for reimbursement for Medi-Cal Administrative Activities (hereinafter referred to as “MAA”) in accordance with United States and California laws.

RECITALS

1. MCF is a California corporation (Federal tax ID # 26-4355124) which provides services to local education agencies related to reimbursements under the United States Medicaid and California Medi-Cal programs, and various other services and products to local education agencies and other clients.
2. LEA is a California local education agency entitled to claim reimbursements for certain expenses incurred in providing services to California Medi-Cal recipients. LEA desires to use the services of MCF in training its employees and assisting the LEA in filing reimbursement claims.

AGREEMENT

In consideration of the provisions herein, the parties hereto agree as follows:

1. MCF agrees to assume the following responsibilities of each party:
 - A. Program Assessment: Review with key staff the MAA related tasks currently being performed. Advise the LEA in the formation of any MAA activities it might decide to begin or expand. Continual review of areas where the California Department of Health Care Services (hereinafter referred to as “DHCS”) and the Centers for Medicare and Medicaid Services might make the rules easier to follow or where they might expand the State claiming components.
 - B. Medi-Cal Percentage Calculation: Maintain this information at the school site level to maximize reimbursement.
 - C. Provider Certification Verification: Prepare the certification for LEA signature and deliver it to the appropriate designated government official or its designee.
 - D. Program Development and Forms: Interview key personnel about their departmental or site activities, find the MAA activities and present to the LEA MAA Coordinator a menu of options for next steps. Evaluate with management which areas to approach, in what sequence and how. Whatever data gathering forms are developed will be developed in partnership with the people who will use them to the extent allowed by DHCS and the Local Education Consortium/Local Governmental Agency.

- E. Identification of MAA Providers & Activities: Present to management, in plain language, who is allowed to bill and for what. Identify the costs and benefits of each component, allowing management to make rational decisions.
 - F. Data Storage: Provide the LEA and maintain in MCF offices a “file copy” containing all necessary work papers and claims.
 - G. Time Survey Training: “Localize” and convert DHCS language into school based terms.
 - H. Fiscal Training: Work with LEA fiscal staff to determine key contacts to obtain and gather fiscal information.
 - I. On-Site Training and Support: All training will be done on sites selected by the LEA.
 - J. Quality Assurance Reviews: Prepare all required DHCS forms, insuring that both format and content are within the DHCS rules.
 - K. Toll Free Customer Service Line: Maintain a toll free telephone access at 1-888-944-7798.
 - L. Web Site Support: Maintain the site www.practi-cal.com or, if changed outside the control of MCF, to promptly notify LEA of such change.
 - M. Data Base Development: Maintain needed databases, including electronic versions of any data gathering tools the LEA might use.
 - N. Claims Processing, Submission and Reconciliation: Assist LEA in providing these services.
 - O. Quarterly Program Reports: Provide quarterly program reviews, or reviews at whatever intervals are useful to the LEA.
2. LEA agrees to assume the following responsibilities:
- A. Meetings: Meet with MCF representatives at reasonable intervals to implement and review program progress.
 - B. Access Records: Make all necessary LEA records available for MCF to review at the LEA offices at intervals necessary for MCF to fulfill its responsibilities. Provide copies of documents necessary for the audit file to MCF.
 - C. Timely Execution of Claim Forms: Sign and return to MCF such MAA documents necessary to file claims within five days after receipt from MCF.
 - D. Payment for Services: MCF fees shall be paid within 30 days after receipt.
 - E. Student Data: Provide an electronic file of student data at least once during each calendar quarter.

- F. Financial Data: Provide financial data for claim preparation within 60 days of each quarter end based upon MCF requests.

TERMS and DURATION

This Agreement shall include the claim period starting July 1, 2011 and shall continue until the filing of the final MAA claim for the quarter ending June 30, 2014. The fee amount for each claim year will be based upon actual hours performed during the claim year or subsequent periods until the claims are filed by MCF at the following hourly rates:

For work by MCF Directors	\$175.00	(Two hour
For work by MCF Managers/Supervisors	\$125.00	minimum on
For work by MCF Support staff	\$ 85.00	any work or
Reasonable Travel Expenses	As needed	travel day)

This agreement is intended to include services related to filing the LEA fiscal year 2011/12 MAA claims until the filing of all subsequent claims for each fiscal quarter through the fourth quarter of fiscal year 2013/14. In addition, the term of this Agreement will automatically renew for successive three year terms after the completion of the initial period until written notice of termination is provided no later than 180 days prior to the expiration of a period by either party.

OTHER PROVISIONS

1. Typewritten and handwritten provisions inserted into this Agreement shall control all printed provisions in conflict therewith, provided that such changes are initialed by both parties.
2. No agreement or representation, unless reduced to writing and signed by both parties, shall be binding on either party.
3. The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators and successors of the parties hereto.
4. This agreement may only be amended or modified in writing executed by both parties. No oral waivers or extensions shall be binding on the parties.
5. This agreement shall be construed in accordance with the laws of the State of California.
6. Any notice to be given to either party shall be in writing and shall be sent by certified or registered USPS mail, Federal Express overnight service, United Parcel Service overnight service, or hand delivered to the address of the party.

Notices shall be sent:

If to LEA:

Colton Joint Unified School District
P.O. Box 868
Riverside, CA 92502-0868

If to MCF:

c/o CSBA's Practi-Cal
MCF Consulting, Inc.
3100 Beacon Blvd.
West Sacramento, CA 95691

This subparagraph may be amended unilaterally by either party by serving notice on the other party as described in this subparagraph.

7. Time is of the essence in this Agreement.
8. LEA understands and agrees that all forms, related instructional materials, and processes developed by MCF or its agents, shall remain the exclusive property of MCF or its agents and cannot be used without MCF's or agent's express written permission. MCF or its agents shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent all forms, related instructional materials, and processes developed under this Agreement.
9. LEA and MCF shall maintain confidentiality of their respective records and information, governing the confidentiality of client student information for Medi-Cal clients served under this Agreement. Applicable laws include, but are not limited to the California Welfare and Institutions Code, California Code of Regulations and all applicable federal and/or state laws and regulations as each may now exist or be hereafter amended. The confidentiality obligations contained in this section shall survive termination of this Agreement.
10. LEA understands and agrees to take all reasonable steps to avoid unauthorized disclosure of the MCF's/agents' proprietary data. For purposes of this Agreement defined as data file specifications, related instructions, management reports, training materials, plans, processes, or other information relating to the performance of MCF's/agents' services hereunder, disclosed by MCF to LEA pursuant to this Agreement. LEA shall not during or after the term of this Agreement, permit the copying, duplication, or use of any MCF's proprietary data.
11. In no event will the LEA exceed a maximum fee per claim year of more than 10 percent of the amount billed under the program.
12. If any provision of this Agreement is held to be illegal, invalid or unenforceable, the remainder of this Agreement will be enforceable to the maximum extent allowed by law.

THUS EXECUTED by the parties on the date last written below.

For LEA:

For MCF:

Printed Name

Printed Name

Printed Title

Printed Title

Date Signed

Date Signed

Signature

Signature



BOARD AGENDA

REGULAR MEETING
July 21, 2011

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Inter-District Attendance Agreement for Redlands Unified School District (2011-12)

GOAL: Support Services/Student Performance/Budget Planning

STRATEGIC PLAN: Shared Community Belief 10 – Teamwork

BACKGROUND: Based on the passage of AB 2444, the district has revised its policies and practices relating to inter-district attendance permits. Included in the assembly bill is a stipulation that each school district specify the terms and conditions under which inter-district attendance shall be permitted, denied or revoked. The Redlands Unified School District has submitted an agreement to allow inter-district attendance agreements to be approved.

BUDGET IMPLICATIONS: No impact to the General Fund

RECOMMENDATION: That the Board approve the Inter-District Attendance Agreement for Redlands Unified School District.

ACTION: On motion of Board Member _____ and _____ the Board approve the Inter-District Attendance Agreement for Redlands Unified School District (2011-12).



REDLANDS UNIFIED SCHOOL DISTRICT

SUPERINTENDENT

2011 JUN 13 A 7:54

June 8, 2011

Superintendent
Colton Joint Unified School District
1212 Valencia Drive
Colton, CA 92324-1798

Re: Interdistrict Attendance Agreement

Dear Superintendent:

Enclosed are two copies of our newly revised Interdistrict Attendance Agreement between our districts. Our district has chosen not to use the Master Agreement from the San Bernardino County Superintendent of Schools. We have added *acceptable academic performance* to Item No. 3. This agreement is effective beginning July 1, 2011 through June 30, 2016.

If this contract is acceptable to your Governing Board, please complete the enclosed forms and return one copy to my attention.

If you have any questions regarding this contract, please give me a call.

Sincerely,

Sheryl Avitabile
Assistant Superintendent
Business Services

SA:sc



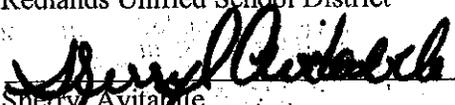
MASTER AGREEMENT
INTERDISTRICT ATTENDANCE AGREEMENT
(No Tuition Charge)

Pursuant to Education Code Section 46600

Agree as follows:

1. Applicability of this agreement is limited to grade levels mutually maintained by the contracting parties.
2. Insofar as facilities permit (*space availability*), each district may accept pupils from the other school district who have proper permits for attendance from the district of residence; who are eligible to attend regular classes in elementary, middle schools, senior high schools, continuation classes maintained by the district of proposed attendance; and who are acceptable to the district of attendance.
3. Students who are deemed acceptable to the district of attendance include satisfactory attendance, punctuality, behavior and/or academic performance record during the current year, or in the year prior to application.
4. Any student accepted under space availability need not reapply each year.
5. Each district shall furnish these pupils the same advantages, equipment, supplies, and services as are furnished to other pupils in attendance in these classes, with the exception of home to school transportation.
6. In accordance with Section 46600(a) of the Education Code, the attendance of pupils from the respective school districts covered by this agreement shall be credited to the school district of attendance for apportionment purposes and the revenue limit pursuant to Education Code 42237 or 42238.
7. No financial obligation, including transportation, shall be incurred by the district of residence for services rendered under this agreement.
8. This agreement shall be for five (5) years from July 1, 2011 and ending June 30, 2016, and supersedes all prior regular Interdistrict Attendance Agreements. Either party may terminate this agreement effective at the beginning of a school year by giving written notice to the other party at least three (3) months prior to the beginning of the school year.
9. An interdistrict transfer granted under space availability may be revoked at any time during the school year if the student's academic grades, attendance or behavior are not satisfactory to the district of attendance.
10. False or misleading information may be cause for denial or revocation of an interdistrict attendance permit.
11. The school district of attendance or the school district of enrollment shall not rescind transfer permits for pupils entering grades 11 or 12 in the subsequent school year per Education Code 46600(4).

Redlands Unified School District


Sherry Avital
Assistant Superintendent
Business Services

Colton Joint Unified School District

Name:
Title:

Date of Governing Board Authorization

Date of Governing Board Authorization



MASTER AGREEMENT
INTERDISTRICT ATTENDANCE AGREEMENT
(No Tuition Charge)

Pursuant to Education Code Section 46600

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11. The school district of attendance or the school district of enrollment shall not rescind transfer permits for pupils entering grades 11 or 12 in the subsequent school year per Education Code 46600(4).

Redlands Unified School District


Shirley K. Kato
Assistant Superintendent
Business Services

Colton Joint Unified School District

Name:
Title:

Date of Governing Board Authorization

Date of Governing Board Authorization

BOARD AGENDA

REGULAR MEETING
July 21, 2011

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Agreement with Life Signs, Inc. to Provide Sign Language Interpreter Services (2011-12)

GOAL: Communication/Support Services and Budget Planning

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: A hearing-impaired, special education student requires the assistance of a sign language interpreter during core-subject instructional time. Life Signs provides interpreters that are certified by either the National Association of the Deaf (NAD) or the Registry of Interpreters for the Deaf (RID).

The services are necessary to provide this student with a Free Appropriate Public Education (FAPE).

BUDGET IMPLICATIONS: General Fund Expenditure: \$65.00 per hour. Not to exceed \$64,800

RECOMMENDATION: That the Board approve the agreement with Life Signs, Inc. to provide sign language interpreter services (2011-12).

ACTION: On motion of Board member _____ and _____, the Board approved the agreement with Life Signs, Inc. to provide sign language interpreter services (2011-12).



SIGN LANGUAGE INTERPRETER SERVICE AGREEMENT GENERAL

LIFESIGNS office hours are 7:30 a.m. to 5 p.m. Monday to Friday.
We observe all State and National holidays.

Please contact your local LIFESIGNS office for information related to service assignments.

**Los Angeles, Antelope Valley, Orange,
Kern and Ventura Counties:**
2222 Laverna Avenue
Los Angeles CA 90041
Phone: (323) 550.4210
FAX: (323) 550.4215

Riverside and San Bernardino Counties:
Phone: (951) 275.5035
TTY: (951) 275.0650
FAX: (951) 275.5065

ALL BILLING/ACCOUNT INFORMATION (323) 550.4242

**ALL AFTER HOURS EMERGENCY ONLY 800/633.8883
(POLICE/HOSPITAL ER ONLY- Please no REGULAR requests or messages)**

Specifications and Responsibilities:

1. Intent

LIFESIGNS, Inc. provides communication services to remove communication barriers to both parties involved, also to individuals, businesses and organizations who are covered by Section 504 of the Rehabilitation Act, Americans with Disabilities Act and similar state and federal laws requiring the provision of auxiliary aids and services as necessary to ensure effective communication with deaf, hard of hearing or deaf-blind persons.

Subject to the availability of interpreters, LIFESIGNS agrees to provide communication services upon request to REQUESTER. CUSTOMER agrees to the following conditions, rates and services listed below. The following conditions, rates, and services apply for communication services provided by LIFESIGNS on an as-needed basis.

2. Definitions

After-hours: Monday through Friday after 5:00 p.m. and before 7:30 a.m., weekends, and holidays.

Business hours: Monday through Friday, between 7:30 a.m. to 5:00 p.m. *excluding weekends and holidays.*

Emergency Interpreting: Interpreting services requested by **medical, mental health or law enforcement** with less than 24- hour notice. Any request for the SAME DAY or NEXT DAY/LESS THAN 24 HOURS to obtain an interpreter.

3. Communication Services

Sign Language Interpreting: LIFESIGNS staff and subcontracting interpreters are certified by either the National Association of the Deaf (NAD) or Registry of Interpreters for the Deaf (RID). Most certificate holders have completed professional interpreter training and have extensive professional interpreting experience.

LIFESIGNS reserves the right to determine if an assignment based on its length or complexity requires two interpreters rotating at intervals of 20 to 30 minutes. Generally, assignments exceeding 2 hours or continuous non-stop presentations, meeting, groups and/or legal type meetings where two (2) separate parties are represented with two (2) different sides/points of view will require team (2) interpreters due to the conflict of story.

Emergency Interpreting: Emergency requests for **life threatening medical, mental health and law enforcement** situations are given top priority. SIGN LANGUAGE INTERPRETERS ARE ON CALL 24/7 SPECIFICALLY FOR LIFE THREATENING EMERGENCIES.

For EMERGENCY/LAST MINUTE REQUESTS during business hours, please call local area numbers. To request EMERGENCY SERVICES after-hours for life threatening medical, mental health and law enforcement situations, please call (800) 633-8883. Please do not call after-hours emergency line to make appointments or to leave messages for the dispatchers. After-hours emergency line is for emergencies that require immediate response for life-threatening situations ONLY.

It is recommended that the request be made immediately. Cost of service is incurred to CUSTOMER only when an interpreter is dispatched. Due to the high demand of interpreters all efforts will be made to provide interpreter as soon as possible.

4. **Fee Schedule:**

Sign Language & Oral: \$65.00 per hour with a 2-hour minimum.

Tri-Lingual Interpreter(Spanish, English and ASL), CDI (Certified Deaf Interpreter), Tactile (deaf/blind): \$70.00 per hour with a two-hour minimum.

EMERGENCY INTERPRETING/LAST MINUTE REQUESTS MADE FOR THE SAME OR NEXT DAY: ASL-\$75.00 per hour with a two-hour minimum.
TRI-LINGUAL, CDI, TACTILE \$80 per hour with two-hour minimum.

5. **Policies and Procedures for CUSTOMER Communication Services Request:** Due to the high demand for communication services, LIFESIGNS strongly encourages that all requests must be made with a minimum of 5 to 7 working days advance notice. LIFESIGNS cannot guarantee interpreters for any request made in less than the required notice however every effort will be made to secure an interpreter.

When requesting an interpreter, please provide the following information:

1. Date of service needed.
2. Time span of service (start time and we must have end time).
3. Address of assignment (including cross street, room numbers, building, parking location and fees or any other pertinent information).
4. Contact person at the interpreting site and direct phone/cell number.
5. Nature of the assignment (1-1 meeting, computer training, new employee orientation, parent/teacher conference, cardiology surgery, optometry, etc.)
6. Billing information (authorized person, attention to whom and PO# if required).

Due to tight schedules and our commitment to provide service to as many clients as possible, we highly suggest you secure interpreter for the exact time you anticipate to complete your request. **In the event that an assignment goes over original time requested, excess time will be billed at EMERGENCY RATE. Due to the commitment of other appointments, assignments, and obligations, it cannot always be promised that your interpreter will be able to stay over the**

original time requested. It is suggested that your appointments are prompt and completed as originally requested.

Cancellation: Cancellation for assignments lasting two hours or less will require **25-business hour** advance notice of cancellation. Cancellation for assignments lasting longer than two hours will require a **49-business hour** advance notice of cancellation.

****BUSINESS HOURS: LIFESIGNS office hours are 7:30 a.m. to 5 p.m. Monday through Friday. We observe all State and National holidays.**

Cancellation must be made during business hours. Cancellations made during non-business hours and/or during holiday(s) will not be honored. If the cancellation is not made within the specified amount of time, the CUSTOMER/REQUESTOR will be billed for the total amount of time requested. Weekends and holidays are not considered regular business hours. We request that all cancellations be made via FAX using the original faxed request with the word CANCELLATION written diagonally across the request and RE-FAXED to LIFESIGNS. **ALWAYS** call to verify that fax was received. If request was made by phone, please submit via FAX the following information: Date, time, location and patient's name of appointment/request that is being cancelled with the words "PLEASE CANCEL REQUEST." For your convenience we do have Cancellation Forms. Please let us know if you would like a Cancellation Form faxed or e-mailed to you.

LIFESIGNS LOS ANGELES FAX: 323/550.4215

LIFESIGNS RIVERSIDE FAX: 951/275-5065

No-Show Policy: The event of deaf CONSUMER/PATIENT/CLIENT failure to appear for scheduled appointment will not release the CUSTOMER/REQUESTOR from responsibility of full payment for services.

Remittance for Service

Payment of invoice(s) is required within 30 days of receipt by CUSTOMER of invoices.

Independent Contractor Status

The parties hereto are independent contractors at all times and neither shall be considered the employee, agent or partner of the other.

Grievance Procedures

Suggestions for improving LIFESIGNS are always welcome. At some time during the contractual period, the CUSTOMER may have a complaint, suggestion or question regarding LIFESIGNS Policies and Procedures or services. Good-faith complaints, questions and suggestions are also of concern to LIFESIGNS. Please use the following guidelines when addressing concerns:

1. Within a week of the occurrence, please inform the Director of LIFESIGNS who will then investigate and attempt to provide a solution or explanation. If the complaint is regarding the Director, the CUSTOMER has the right to bring the situation to the attention of the CEO of the Greater Los Angeles Agency on Deafness, Inc. (subsidiary of LIFESIGNS).
2. CUSTOMER may also state the concern in writing and present it to the Director of LIFESIGNS.

In order to resolve an issue through grievance procedures, a written statement must contain the following:

- Provide a specific complaint, suggestion or question.

- Describe what took place.
- Furnish date(s) of incident(s). Include names and title of individuals who are part of the grievance, suggestion or question.
- Include all supporting documentation.

Termination of Services

Either party may terminate this Agreement without cause effective 30 days after receipt of written notice provided to the other party by the terminating party.

Either party may terminate this Agreement with cause for any material breach of this Agreement upon notice served to the other party specifying the nature of the breach.

Hold Harmless: The parties hereto shall, and hereby do, indemnify and hold harmless the other party, its respective officers, directors, agents, representatives and employees from and against all liabilities, claims, losses, obligation, actions, demands, costs and expenses (including without limitation actual attorneys fees) liabilities resulting from their own acts or omissions in connection with the performance of this agreement.

Each party hereto shall, at its own sole cost and expense, procure and maintain such policies of professional liability and/or errors and omissions insurance, and other insurance as shall be necessary to insure them and their employees, agents or affiliates against any claim or claims for damages arising by reason of the performance by either party of the obligations required by this agreement.

Amendments

This Agreement may be amended in whole or in part by mutual agreement of both parties. Such modifications shall be made in writing and must be signed by each party hereto. All such amendments shall be attached hereto and shall become a part of this Agreement immediately upon full execution of each amendment.

Any provisions required to be in this Agreement by any applicable law or regulation shall bind both parties to this Agreement, whether or not expressly provided in this Agreement. Either party shall notify the other party of such requirement in writing at least 30 days before the effective date of such law or regulation.

If you have any question(s), please do not hesitate to contact us.

For your convenience, a quick recap of the points of our Service Agreement

- **Our regular rate is \$65 per hour with a 2 hour minimum**
 - **Our Trilingual, CDI & Tactile rate is \$70 per hour with a 2 hour minimum**
 - **Our Emergency rate (minimal time to obtain interpreter) is \$75 per hour with a 2 hour minimum or \$80 per hour with 2 hour minimum for Trilingual, CDI and Tactile**
 - **Cancellation must occur more than 25 hours before a 2 hour assignment and 49 hours before an assignment longer than 2 hours.**
 - **Cancellation must occur during business hours (M-F 7:30a- 5p EXCLUDES holidays and weekends) The following are holidays in 2011:**
 - Monday, January 17
 - Monday, February 21
 - Thursday, March 31
 - Monday, May 30
 - Monday, July 4
 - Monday, September 5
 - Friday, November 11
 - Thursday, November 24
 - Friday, November 25
 - Monday, December 26
- Business Office will be closed 2pm on Friday, December 23 and December 30.
- **Please verify all contact via fax, phone or email to be sure fax arrived legibly!**
 - **No-show of deaf client still encumbers agency to pay for our services.**
 - **If you are using our exclusive On-Line Requesting- the service is available to you 24/7!**

AUTHORIZING AND BILLING INFORMATION

Colton Joint Unified School District

Agency Name

1212 Valencia Drive

Billing Address

Colton, CA 92324

City, State, Zip

Jaime R. Ayala Asst. Supt., Business Services (909) 580-6601

PRINT Authorized Agent Name Title Direct Phone Number

Signature of Authorized Agent Date Signed

Alyce DeMers
Director of LIFESIGNS
2222 Laverna Ave
Los Angeles, CA 90041
ardemers@gladinc.org

LIFESIGNS, INC.
Tax ID: 95-4044564
LOS ANGELES DISPATCH: 323/550.4210v
888/930.7776 toll-free
323/550.4215 fax
RIVERSIDE DISPATCH: 951-275-5035v
FAX: (951) 275.5065
www.gladinc.org
www.codie.org
01/2011

BOARD AGENDA

REGULAR MEETING
July 21, 2011

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Agreement with Rise Interpreting, Inc. to Provide Sign Language Interpreter Services (2011-12)

GOAL: Communication/Support Services and Budget Planning

STRATEGIC PLAN: Strategy #1 - Communication

BACKGROUND: A hearing-impaired, special education student requires the assistance of a sign language interpreter during core-subject instructional time. Rise provides interpreters that are certified by either the National Association of the Deaf (NAD) or the Registry of Interpreters for the Deaf (RID).

The services are necessary to provide this student with a Free Appropriate Public Education (FAPE).

BUDGET

IMPLICATIONS: General Fund Expenditure: \$60 per hour. Not to exceed \$64,800

RECOMMENDATION: That the Board approve the agreement with Rise Interpreting, Inc. to provide sign language interpreter services (2011-12).

ACTION: On motion of Board member _____ and _____, the Board approved the agreement with Rise Interpreting, Inc. to provide sign language interpreter services (2011-12).



The Inland Empire's
#1 resource for
American Sign Language
Interpreters

RID Organizational Member



California
Small Business
Certificate #50830

RISE Interpreting, Inc.
3337 W. Florida Ave #131
Hemet, CA 92545
(951) 565-4422 Voice
(951) 602-6300 Fax
info@riseinterpreting.com
www.riseinterpreting.com

Federal Tax ID 26-3011697

Educational Service Agreement

ASL Interpreting Rates & Policies

Rates are per interpreter

\$60/hr (7am-5pm) \$65/hr (5pm-10pm) \$70/hr(10pm-7am)

2 hour minimum / per interpreter

After 2 hours, billing is in 30-minute increments

For occupational safety reasons, reservations approaching 2 hours or more may require a team of 2 interpreters. This decision depends upon the nature of the job and the judgment of the interpreting service.

Cancelation Policy

Requests cancelled less than 48 hours in advance, excluding weekends and holidays, will be billed for the entire time reserved (2 hour minimum) per interpreter.

Payment Terms

Payments are due upon receipt of invoice. Late Payment Penalties: \$25.00 for every 30 days past due plus interest at a rate of 1.5% per month along with any collection cost or fees.

Scheduling Recommendation

Service availability is abundant, but not unlimited. When feasible, consult with us before making your reservation. We can recommend best dates and times.

Authorization Date _____ / _____ / _____

I have read and agree to the above rates, policies and payment terms.

Company Name _____

Company Address _____

Authorized Agent's Name _____

Signature _____

Phone (____) _____ Ext _____

Email Address _____

Billing information: (If different from above)

Billing Contact: _____

Phone: (____) _____ Ext _____

Email: _____

Why hire an Interpreting agency?

People that are Deaf primarily use American Sign Language (ASL) to communicate. An interpreter provides the link between ASL and English, effectively bridging the communication gap.

Finding a professionally trained, *qualified interpreter* can be time consuming. This is especially true when unfamiliar with sign language and the qualifications necessary. An ASL interpreting agency can help make this process easy; saving you time and money in the end.

Some of the many advantages to hiring RISE Interpreting include:

- Making your services fully accessible to the Deaf / Hard-of-Hearing!
- Becoming legally compliant (ADA, Rehab Act, etc.)
- Access to a large and diverse pool of certified interpreters
- All RISE interpreters have been screened
 - Verified skills, certification, education, and experience
- We hand select our interpreters to meet your specific needs
 - Example: In K-12 educational settings, RISE will assign an interpreter who meets state certification requirements, has cleared the Dept of Justice fingerprinting and background check, and has current TB testing.
- We keep a list of YOUR preferred interpreters and those that are NOT preferred for any reason (i.e. conflict of interest or are otherwise not a good fit for you or the situation)
- We maintain our interpreters' availability allowing us to schedule efficiently
- ***In case of a last minute illness or emergency of an interpreter, we will find a replacement to cover your appointment. This avoids the hassle of canceling and re-scheduling your appointments, thus saving you time and resources.
- Friendly and responsive staff
- Confirmations are given based on your preference: email, phone call, or fax.
- ***You may log in to our secure on-line system to create and monitor all requests!
- No advanced notice requirement
 - RISE maintains a 99% fill rate for all requests!

**Call us today and let us begin providing you with great service
you can depend on!**

BOARD AGENDA

REGULAR MEETING
July 21, 2011

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Mike Snellings, Assistant Superintendent, Educational Services Division
- SUBJECT:** Approval of Contracts with Speech and Language Pathologist Providers for Services (2011-12)
- GOAL(s):** Student Performance
- STRATEGIC PLAN:** Strategy #2 – Curriculum
- BACKGROUND:** The district has been facing a shortage of qualified speech and language therapists along with many other districts across the state. Despite extensive recruitment efforts, there continues to be a shortage of candidates. The district is required to provide services to students who are deemed in need of speech therapy and must adhere to caseload requirements stipulated in the bargaining agreement between the Association of Colton Educators (ACE), in addition to the caseload limitations set forth in state and federal regulations.
- Colton Joint Unified School District has an immediate need for Speech and Language Pathologists (SLPs) to cover services for students based upon caseloads defined by contract and by regulation. To fulfill this obligation, the district proposes to address this shortage by contracting with various private speech and language pathology providers listed below:
- 1) Alpha Vista Services \$77 per hour
 - 2) Educational Based Services (EBS) \$76 per hour
 - 3) Hill Rehabilitation Services, Inc. \$80 per hour
 - 4) Invo Healthcare Associates, Inc. \$80 per hour
 - 5) Star Therapy Services, Inc. \$77 per hour
- The district is requesting multiple contracts to create a diversified pool of qualified Speech and Language Pathologists to meet the needs of all students qualified for speech services.
- BUDGET IMPLICATIONS:** General Fund Expenditure \$76 to \$80 per hour, per therapist, as needed. Expenditures for the prior year totaled \$726,600.
- RECOMMENDATION:** That the Board approve the contracts with speech and language providers for services (2011-12).
- ACTION:** On motion of Board Member _____ and _____, the Board approved the contract as presented.

B-22



Therapy Staffing Agreement

THIS AGREEMENT ("Agreement") is entered into on June 8, 2011, between **AlphaVista Services Inc. ("Provider")**, with its principal place of business located at **1290 Kifer road, Suite # 301, Sunnyvale, CA 94086** and **Colton Joint Unified School District**, with its principal place of business located at 10435 Cedar Ave, Bloomington, California 92316.

RECITALS

WHEREAS, Provider is engaged in the business of providing personnel for the performance of certain education related services,

WHEREAS, Client wishes to retain Provider to provide personnel to Client in connection with the project or projects set forth in Exhibit A (Statement of Work).

NOW, THEREFORE, Provider and Client agree as follows:

1. Scope of Services

Provider will provide personnel (the "Supplied Personnel") to perform the work (the "Work") described in Exhibit A for Client in accordance with the completion times set forth therein.

2. Price and Payment Terms

Provider agrees to cooperate with Client's reasonable requests with respect to the supplying of personnel and to pay Provider for the services of the Supplied Personnel as set forth in Exhibit A.

3. Relation of Parties

A. The Supplied Personnel are employees of Provider, and Provider retains all responsibility related thereto, including but not limited to withholding and payment of any applicable local, state or federal taxes, and payment for Workers' Compensation protection. Provider will indemnify client against any claims made or brought by personnel, government or taxing authority relating to such payments or withholdings.

B. The performance by Provider of its duties and obligations under this Agreement will be that of an independent contractor, and nothing herein shall create or imply an agency relationship between Provider and Client, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

4. Term and Termination

Unless terminated as provided herein, this Agreement will extend to and terminate upon



completion of the Work as provided herein. Client may terminate this Agreement without cause upon thirty (30) days written notice. In the event of termination without cause, Client agrees to pay Provider for all of the Work performed up to the date of termination. Either party may terminate this agreement for material breach, provided, however, that the terminating party has given the other party at least thirty (30) days written notice of and the opportunity to cure the breach. Termination for breach will not preclude the terminating party from exercising any other remedies for breach.

5. Ownership of Intellectual Property

To the extent that Provider has received payment of compensation as provided in this Agreement, any work of authorship created in conjunction with the Work will be deemed a "commissioned work" and "work made for hire" to the greatest extent permitted by law and Client will be the sole owner of the Work and/or any works derived there from. To the extent that the Work is not properly characterized as "work made for hire," then Provider hereby irrevocably assigns to Client all right, title and interest in and to the Work (including but not limited to the copyright therein), and any and all ideas and information embodied therein, in perpetuity and throughout the world.

6. Confidential Information

A. Provider warrants that it has obligated the Supplied Personnel to abide by the terms of this Agreement related to the nondisclosure of confidential information. All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Provider and will not be disclosed or used by Provider except to the extent that such disclosure or use is reasonably necessary to the performance of the Work.

B. All information relating to Provider that is known to be confidential or proprietary, or which is clearly marked as such, shall be held in confidence by Client and will not be disclosed or used by Client except to the extent that such disclosure or use is reasonably necessary to the performance of Client's duties and obligations under this Agreement.

C. These obligations of confidentiality will extend for a period of 12 months after the termination of this agreement, but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

7. Warranty and Disclaimer

Provider warrants that the Work will be provided in a workmanlike manner, and in conformity with generally prevailing industry standards. This warranty is exclusive and is in lieu of all other warranties, whether express or implied, including any warranties of merchantability or fitness for a particular purpose and any oral or written representations, proposals or statements made on or prior to the effective date of this agreement.



8. Limitation of Remedies

Client's sole and exclusive remedy for any claim against Provider with respect to the quality of the Work will be the correction by Provider of any material defects or deficiencies therein, of which Client notifies Provider in writing within ninety (90) days after the completion of that portion of Provider's Work. In the absence of any such notice, the Work will be deemed satisfactory to and accepted by Client.

9. Limitation of Liability

In no event will Provider be liable for any loss of profit or revenue by Client, or for any other consequential, incidental, indirect or economic damages incurred or suffered by Client arising as a result of or related to the Work, whether in contract, tort or otherwise, even if Client has advised of the possibility of such loss or damages. Client further agrees that the total liability of Provider for all claims of any kind arising as a result of or related to this Agreement, or to any act or omission of Provider, whether in contract, tort or otherwise, will not exceed an amount equal to the amount actually paid by Client to Provider for the Work during the twelve (12) month period preceding the date the claim arises. Client will indemnify and hold Provider harmless against any claims by third parties, including all costs, expenses and attorneys' fees incurred by Provider therein, arising out of or in conjunction with Client's performance under or breach of this Agreement.

10. Employee Solicitation/Hiring

During the period of this agreement and for twelve (12) months thereafter, neither party shall directly or indirectly solicit or offer employment to or hire any employee, former employee, subcontractor or former subcontractor of the other. The terms "former employee" and "former subcontractor" shall include only those employees or subcontractors of either party who were employed or utilized by that party on the Effective Date of this Agreement.

11. Non-assignment

Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, together with their respective legal representatives, successors and assigns, as permitted herein.

12. Arbitration

Any dispute arising under this Agreement will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The parties agree that this Agreement will be governed by and construed and interpreted in accordance with the laws of the State of California. The arbitration shall be held in California. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the Arbitrator may be entered in any



Court of competent jurisdiction.

13. Attorneys' Fees

If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

14. Severability

If any term of this Agreement is found to be unenforceable or contrary to law, it shall be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

15. Force Majeure

Either party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay is caused by events or circumstances beyond the delayed party's reasonable control.

16. No Waiver

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

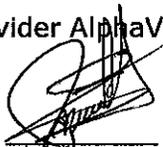
17. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

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

Provider AlphaVista Services Inc.

Client

By: 
Title: COO

By: _____
Title: _____



EXHIBIT A: STATEMENT OF WORK

1.0 Statement of Work

Provider agrees to provide State licensed Speech Language Pathologists, Occupational & Physical therapists (here after referred to as "SLP's", "OTs" & "PTs") to client as requested by client. Any SLPs, OTs & PTs provided will hold and maintain appropriate registration, certification, credential and/or licensure to practice in the state. Evidence of registration, certification, credential and/or licensure will be provided to client by provided upon commencement of therapist's services. Provider also agrees to provide supervision for its Clinical Fellows(CFs).

Providers SLPs, OTs, PTs & CFs will provide therapy services in compliance with applicable state and federal regulations and in accordance with client's policies, procedures, rules and regulations. Client will inform provider and the SLPs, OTs, PTs & CFs of client's policies, procedures, rules and regulations

Client shall notify provider immediately of any SLPs, OTs, PTs and CFs failure to comply with any state or federal regulations or of client's appropriate policies, procedures, rules and regulations

SLPs, OTs, PTs and CFs shall have access to any records necessary to provide services required herein accordance with all applicable federal, state and local statutes, rules and regulations, as well as under HIPPA regulations and client's policies, procedures, rules and regulations

2.0 Compensation/Fee Agreement

3.0 As full compensation for the Services rendered pursuant to this Agreement, the Client will pay Provider at the hourly rate as follows:

SPEECH	:	\$ 77.00 per hour
OT	:	\$ 77.00 per hour
PT	:	\$ 77.00 per hour

With a minimum hours per day TBD based on assignment confirmation.

4.0 Payment Terms

Invoices will submitted monthly by the provider for payment in full by Client on a 30 days net basis as from the date of invoice.



AlphaVista

SERVICES
WORK LOCALLY, IMPACT GLOBALLY

A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by Client will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorney fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by Client. If payment of invoices is not current, the provider may suspend performing further work.

5.0 Expenses and Taxes

Prices quoted for Services do not include, and Client will reimburse Provider for, its reasonable and necessary cost of travel. No sales tax is applicable for the above said services.

Provider: **AlphaVista Services Inc.**

Client:

By: _____
Name & Title: *PRADEESH THOMAS, COO*

By: _____
Name & Title:



EBS (EDUCATIONAL BASED SERVICES) SERVICE AGREEMENT

This agreement executed on the date last set out herein is between Educational Based Services, Inc., a Pennsylvania corporation hereinafter referred to as "EBS" and Colton Joint Unified School District, hereinafter referred to as "School System".

1. Terms of Agreement

The terms of this Agreement shall commence on August _____, 2011.

2. Engagement

School System hereby engages EBS to supply Physical / Occupational / Speech Therapists (hereinafter "Therapist") during the term hereof as School System shall require to staff its facilities. School System understands and agrees that EBS has spent a lot of time, effort, and money in recruiting said professionals and that EBS is supplying resumes to School System with the intent of securing a contract. School System understands and agrees not to directly or indirectly, by itself or through any affiliated entities or any other contract companies, solicit or attempt to employ directly, or entertain solicitation by the professional presented by EBS to said School System for a period of two (2) years after termination. EBS shall screen all Therapists before making assignments in order to determine the qualifications and competence of said Therapist.

3. Status of EBS

All Therapists assigned to School System, pursuant to this Agreement shall, for all purposes under this Agreement, be obligated to the provisions attached in Addendum A (which would be the confirmation of the placement of a therapist).

EBS shall provide general and professional liability insurance for all of its employees at a rate of \$1,000,000 per occurrence and \$3,000,000 in Aggregate.

INITIAL _____ DATE _____

4. Documentation

EBS shall provide School System the necessary material to keep on file with documentation which establishes that EBS has, in effect, current insurance policies with respect to the following:

A. Worker's Compensation

B. General and Professional liability insurance as required in paragraph 3 listed above. EBS shall give School System written notice prior to the cancellation of any of the above mentioned policies.

5. Qualifications of Healthcare Professionals

EBS shall maintain and make available to School System, current profiles for each therapist consisting of an application, skill checklist, current license issued by the State where School System is located, two work references and a copy of a current physical examination which includes a PPD test early or the results of a chest x-ray within the year, Rubella Titre, and Varicella Titre.

A. Each therapist (Registered/Licensed) shall carry a copy of his or her license and shall present said license to School System Administration, if requested.

B. Each therapist shall have at least two work references which shall be documented at EBS headquarters office.

6. Staffing Requirements

Requests from the School System for staffing will be made in writing to EBS in as much advance notice as possible, with routine updates of open assignments. Each therapist will be scheduled for a guaranteed minimum of 36 regular hours within a one-week period. Overtime hours are paid after 40 hours are worked within a one week period of time. Overtime rate will be paid at time and one-half per hour or agreed upon rate.

Overtime hours may be offered by School System and worked only by mutual agreement with the therapist.

The following holiday rates will be billed at time and one-half per hour: Holiday's to be considered are those observed by the School System. These holidays can be re-evaluated by the School System.

INITIAL _____ DATE _____

Cancellation of a scheduled shift may occur only with the mutual agreement between the School System and the therapist. Such canceled hours will be without pay by the School System and without penalty to the Therapist by EBS.

School System will directly pay Therapist current per mile rate for travel performed by Therapist for School System; such travel would include home visits or travel between facilities/schools operated by School System.

7. Non-Solicitation

At no time during the term hereof, and for a period of two (2) years after termination, School System shall not, directly or indirectly, by itself or through any affiliated entity or any other contract companies, solicit or attempt to employ the EBS therapist performing services hereunder. With prior approval from EBS, School System may hire a therapist, provided School System pays EBS a placement fee of fifty percent (50%) of the therapist's total annual compensation package paid by the School System. Payment is due upon receipt of invoice.

8. Right to Dismiss

If in the professional judgment of School System Administration, a therapist referred by EBS is incompetent, negligent, or has engaged in misconduct, School System may require therapist to leave the School System premises, and shall inform EBS of this action immediately. School System's obligation to compensate EBS for such therapist's services shall be limited to the hours actually worked by such therapist.

9. School System Policies and Procedures

While providing services at School System, therapists shall comply with all provisions of the licensing law under which he or she is licensed; with regulations promulgated there under; and with facility policies adopted by the School System to protect the health and welfare of student's. School System shall provide orientation for therapists wherein general policies and procedures as well as high tech and specialty procedures of the School System related to the rendering of therapists care in the facilities will be explained.

10. Liaison

EBS shall provide a 24 hour liaison to the School System to resolve any problems that may occur.

INITIAL _____ DATE _____

11. Billing

School System agrees to pay EBS for its service hereunder in accordance with the negotiated rate set forth between School System and EBS. EBS shall render weekly/bi-weekly invoices therefore and payment shall be due within thirty (30) days of invoice date.

A monthly late fee of 1.5% will be assessed on unpaid balances for each invoice over thirty (30) days. Any late fees due for late payments will be included in School System's next payment to EBS.

12. Notice

Any notice required under this agreement shall be in writing and sent to the parties at the following addresses:

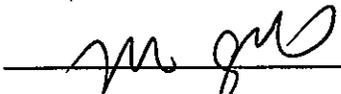
School System:

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

By _____
Title _____
Date _____

EBS:

Educational Based Services, Inc.
PO Box 911
Concordville, PA 19331

By 
Title Special Education Coordinator
Date 5.27.2011



We're Making a Difference

To: Barbara Driscoll
Date: May 27, 2011
Re: Confirmation for EBS Therapist

Per our conversation, this letter is to confirm that EBS Therapist will be working at Colton Joint Unified School District in Colton, CA as a [[Company.Details.Discipline (contract)]] through Educational Based Services, Inc. EBS Therapist's assignment will begin on August _____, 2011 and will run through June _____, 2012 with a guaranteed minimum of 36 hours per week. The length of her assignment is guaranteed. The bill rate is \$76.00 per hour. Scheduled school time off during this period will include [to be determined per school calendar]. If any holidays are worked during this period time worked will be billed at time and one half. Overtime will be billed at time and one half for hours worked in excess of forty (40) hours per week. If therapist is required to work at more than one school, one school shall be designated as the therapist's base school and mileage shall be paid directly by the school system to the therapist for travel to and from the other facilities at the schools current per mile rate; in addition, actual travel time will be billed at the rate of \$76.00 per hour. The therapist will present the school system with weekly time sheets, which are to be signed by an authorized individual of the school system; _____ [please fill in the name of the individual authorized to sign time sheets]. These time sheets are used for billing purposes and payment is to be made for all hours signed off on by the authorized individual.

At no time during the term hereof, and for a period of two (2) years after termination, School System shall not, directly or indirectly, by itself or through any affiliated entity or any other contract companies, solicit or attempt to employ EBS Therapist.

Educational Based Services (EBS)
Authorized Signature



Title

Special Education Coordinator

Date

5-27-2011

Colton Joint Unified School District
Authorized Signature

Title

Date

**Please have this confirm signed by an authorized individual and fax back
FAX 610-558-9431**



We're Making a Difference

Please complete & make corrections where necessary:

SCHOOL SYSTEM: Colton Joint Unified School District

SCHOOL SYSTEM INFORMATION SHEET

Invoicing information:

ADDRESS TO BILL: _____

Attention: _____

Phone Number: _____

Fax Number: _____

THERAPIST: EBS Therapist, Speech Language Pathologist

EMPLOYEES REPORTING INFORMATION

Start Date: August _____, 2011 Where/When should employee report on the first day?

Schools employee will be working at? _____

Address of the schools?

What time should employee report? _____

To whom should employee report? _____

CFY supervisor & phone # (if necessary)? _____

School/department phone number? _____

Employees daily work hours? _____

Dress code: _____

Individual authorized to sign employee's time sheets: _____

Other information which may be useful to employee: _____



We're Making a Difference

Signature Authorization for Contractor Time sheets:

School System: Colton Joint Unified School District
Colton, CA

Therapist: EBS Therapist, Speech Language Pathologist

The therapist will present the School System with weekly time sheets, which are to be signed by an authorized individual at the School System;

_____. These time sheets are used for billing purposes and payment is to be made for all hours signed off on by the authorized individual.

Signature: _____

Title: _____

Printed Name: _____

Dated: _____

Independent Contractor Agreement

1. Names

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

2. Criminal Background check requirements

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

3. Services to be performed

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

Speech-Language Therapy Services:

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

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

4. Time Commitment

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

5. Payment

Client will pay Contractor at the rate of \$80 per hour of service provided to include speech therapy, attending meetings, assessments and report writing that does not exceed 7.25 hour day contract.

6. Invoices

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

7. Independent Contractor Status

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

8. Other Clients

Contractor retains the right to perform services for other clients.

9. Equipment and Supplies for Evaluation

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

10. Local, State, and Federal Taxes

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

Client will not:

- Withhold Social Security and Medicare taxes from payments to Contractor or pay such taxes on the Contractor's behalf, or

- Make State or Federal unemployment compensation contributions on Contractor's behalf, or
- Withhold State or Federal income tax from payment to contractor.

11. Duration of the Agreement

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

12. Entire Agreement

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

13. Governing Law

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

15. Modification

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

16. Waiver

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

17. Hold Harmless.

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

18. Severability

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

19. Termination.

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

CLIENT

By: _____

Printed Name: _____

Title: _____

Address:

Dated: _____

CONTRACTOR

Hill Rehabilitation Services, LLC

By: Solomon Roitshtein, President

Address:

5208 Imperial Place
Rancho Cucamonga, CA 91739

909-581-4751

hrs@hillrs.com

Dated: 5/18/11

Agreement

THIS AGREEMENT is made on this 6th day of May, 2011 (the "*Effective Date*") by and between *Invo HealthCare Associates, Inc.*, 1780 Kendarbren Drive, Jamison, PA 18929 (hereinafter referred to as "*IHC*") and *Colton Joint Unified School District, 1212 Valencia Drive, Colton, CA 92324* (hereinafter referred to as "Agency").

THIS AGREEMENT contains the following:

- (A) Agency is an agency serving individuals with special needs.
- (B) Both parties wish to enter into an AGREEMENT in which *IHC* will contract with therapist (s) (hereinafter referred to as "therapist"), who will provide therapy services to the individuals of the Agency.

THE PARTIES agree to the following:

1. Services:

Both parties agree that the scope of *IHC's* responsibility, as set forth in the AGREEMENT, is limited to contracting with therapist(s) who will provide approximately one hundred twenty (120) hours per week of speech and language pathology services for the clients of the Agency located in the state of California.

2. Duties of Therapist:

(a) The services provided by the therapist under this AGREEMENT will be consistent with the available facilities, the therapist's professional judgment and the standards established in the Agency's community.

(b) The therapist shall maintain adequate and current records, in the manner required by the Agency, for individuals who are provided with service.

(c) The therapist will furnish a professional liability insurance policy to cover herself/himself. This policy must be effective on or before the therapist's first day of work.

(d) The Agency understands and agrees that *IHC* and the therapist are acting and performing as independent contractors at all times. The professional duties of the therapist will be directed by the Agency. The Agency and the therapist must fully comply with all applicable provisions of law and other rules and regulations of any and all governmental authorities relating to licensure and the regulation of the therapist and the Agency.

(e) The therapist, under their contract, must comply with policies, rules, and regulations of the Agency.

3. Term:

This AGREEMENT shall be for an eleven (11) month term beginning on or about August 1, 2011 and extending until June 6, 2012. However, if *IHC* does not present a qualified candidate for interview within thirty (30) days from the date on which this AGREEMENT is signed, then the Agency will have the option to terminate the AGREEMENT. Notice of termination will be delivered to *IHC* by Certified Mail with a return receipt.

4. Fees:

(a) *IHC* shall be compensated for services rendered.

(b) Since *IHC* incurs daily expenses, *IHC* will receive from the Agency a guaranteed income of eighty (\$80.00) dollars per hour for every hour of contracted speech and language pathology services approved by the Agency.

The Agency shall make payment within thirty (30) days of receipt of a properly prepared and submitted invoice. If the payment is not postmarked from the Agency within thirty (30) days of the receipt of the invoice, the Agency agrees to pay an additional 1.5% interest per month on amounts not paid, such interest being calculated beginning day thirty-one (31) from receipt of invoice. Interest should be calculated in accordance with standard accounting procedures. *IHC* shall bill the Agency for the interest.

Failure by the Agency to pay appropriately submitted invoice within sixty (60) days of receipt may be considered a breach of contract.

For each subsequent contract renewal, the compensation for therapist's services will be negotiated approximately one month prior to the initiation of the next contract period.

5. Duties of Agency:

(a) The Agency will provide the therapist with adequate work areas and equipment, as deemed necessary by the Agency, for the therapist to perform her/his job.

(b) Agency will provide support services as needed.

6. Service of Notices:

Notices served on the Agency will be served by Certified Mail with a return receipt, to the **Colton Joint Unified School District, 1212 Valencia Drive, Colton, CA 92324**. Notices served on *IHC* will be served by Certified Mail with a return receipt, to *Invo HealthCare Associates, Inc.*, 1780 Kendarbren Drive, Jamison, PA 18929.

7. Law of State to Govern:

The validity, enforceability and interpretation of any of the clauses of this AGREEMENT will be determined and governed by the substantive and procedural laws of the commonwealth of Pennsylvania.

8. Scope of AGREEMENT:

This AGREEMENT constitutes the final, complete and entire contract between the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether written or oral. There are no representations or other agreements included. No supplemental modification or waiver of this AGREEMENT will be binding unless executed in writing by the parties to be bound thereby.

9. Amendments:

This AGREEMENT may be amended at any time by mutual agreement of the parties. However, before any amendment will be operative or valid, it must be reduced to writing and signed by both the Agency and *IHC*.

10. Non-Interference, Non-Solicitation, and Restrictive Covenant:

Agency agrees that it may not during the term of this Agreement and for two (2) years after the expiration or termination of this agreement, directly or indirectly, either as agent, partner, owner, investor, adviser or consultant or in any other capacity, employ or otherwise contract for services with the following:

- a). any therapist that any IHC's staff introduces to Agency, arranges for interview with Agency, or who has provided Services to Agency by or through IHC;
- b). any business entity (*i.e.* corporation, company partnership, association) that wishes to use any of IHC staff that has been introduced to Agency, had an arranged interview with Agency, or who has provided Services to Agency by or through IHC; and/or
- c). any current or former therapist of IHC who has provided Services to Agency under the terms of this Agreement and who is associated with an independent business entity as an employee, officer, agent, partner, owner, investor, lender, director, adviser or consultant or in any other capacity.

11. Default:

The Agency will be in default if any of the following happens:

- (a) The Agency fails to make any payment when due.

(b) The Agency breaks a promise it has made to *IHC*, or the Agency fails to perform promptly at the time and in the specified manner provided in this contract.

(c) The Agency makes any representation or statement to *IHC* that is false or misleading in any material respect.

12. Confidential Information:

Both parties agree they will not at any time during or after termination of this AGREEMENT use or disclose any confidential information or methods to any person or entity for any purpose whatsoever without the prior written consent of the Agency and *IHC*.

13. Termination:

This AGREEMENT may be terminated (i) immediately upon written notice of breach of any party by the other party, or (ii) by either party upon sixty (60) days prior written notice. Notice will be delivered to the other party by Certified Mail with a return receipt.

The validity or unenforceability of any particular provision or part of this AGREEMENT will not affect any other provisions. If any provision of this contract is held to any extent invalid by any competent tribunal, that provision will be modified to make it enforceable.

THE PARTIES execute this AGREEMENT on the _____ day of _____, 2011.

Colton Joint Unified School District

By: _____

Title: _____

Invo HealthCare Associates, Inc.

By: _____

Mary A.J. McClain, President

Independent Contractor Agreement

1. Names

This contract is between Colton Joint Unified School District, Client, and Star Therapy Services, INC., Contractor.

2. Bio Clause

Contractor confirms that Starla Affatati, M.S., CCC-SLP, Director of Clinical Services of Star Therapy Services, Inc. holds a Masters of Science Degree in Communication Sciences and Disorders from the University of Oklahoma Health Sciences Center, a Certificate of Clinical Competence from the American Speech and Hearing Association, is an active member of the American Speech and Hearing Association, holds a Speech Pathology License in the State of California, and is qualified to provide speech and language evaluations and therapy services. In addition, Contractor also confirms that Star Therapy Services, Inc. has professional and general liability insurance and any clinician who works for Star Therapy Services Inc. or who will provide speech therapy services to the Client through Star Therapy Services, Inc. is covered under that insurance. Star Therapy Services Inc. agrees to provide the Client with copies of all licenses, certifications, and insurances and to keep current on all of the above.

3. Criminal Background check requirements

Star Therapy Services, Inc. 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).

4. Services to be performed

Contractor agrees to perform the following services as needed for the Client: **Speech-Language Therapy Services:**

- Assessment of client's needs within the consultant's area of expertise as deemed appropriate.
- Participation in interdisciplinary team meetings, when appropriate and agreed upon by both parties, to assist in the development of an Individual Education Plan (IEP) based on the assessment data.
- The development of plans for IEP objectives, which are within the domain of the consultant's discipline.
- Provide recommendations concerning appropriate equipment needs. The contractor is not responsible for the payment of equipment recommended.
- Provide speech therapy services as indicated on the IEP.
- Client agrees to provide contractor with a reasonable notice for annual IEP meetings.
- Contractor will provide client with qualified, licensed Speech-Language Pathologists (SLP) to the Client.

- It is the complete discretion of the Contractor to hire qualified personnel and provide the Client with individuals to meet the needs of the contract with Client.
- Client agrees to provide Contractor with a minimum of 4 hours of therapy, evaluations, meetings, etc. per day of service provided. If less than 4 hours of service is available on any given day that the Contractor is providing services, Client understands that they will be billed for 4 hours of service at the agreed upon rate of \$77.00 per hour.
- Client agrees to allow Contractor to have access to any pertinent information that may be necessary in order to provide adequate evaluation and therapeutic services to the students to include access to the Cumulative files of the students.
- Contractor agrees to adhere to all confidentiality rules and regulations that are established through Colton Joint Unified School District, The California Department of Education, The American Speech and Hearing Association, and the California Speech-Language Pathology and Audiology Board.

5. Time Commitment

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

6. Payment

Client will pay Contractor at the rate of \$77 per hour of service provided to include speech therapy, attending meetings, assessments and report writing based on a 185 day contract at 7 hours per day.

7. Invoices

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

8. Independent Contractor Status

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

9. Other Clients

Contractor retains the right to perform services for other clients. These services will not conflict with the services provided to Colton Joint Unified School District.

10. Equipment and Supplies for Evaluation

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

11. Local, State, and Federal Taxes

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

Client will not:

- Withhold Social Security and Medicare taxes from payments to Contractor or pay such taxes on the Contractor’s behalf, or
- Make State or Federal unemployment compensation contributions on Contractor’s behalf, or
- Withhold State or Federal income tax from payment to contractor.

12. Duration of the Agreement / Termination

This agreement will remain ongoing and in effect unless a thirty (30) day written notice of termination is given by either party to terminate this contract. If either the Client (District) or the Contractor (Star Therapy Services, INC.) terminates this contract, either party will give the other a 30 day written notice and all services will continue from the date of the notice until 30 days after the date of the notice. Star Therapy Services, INC. will agree to complete all tasks that had been previously assigned during that 30 day period and the District agrees to reimburse Star Therapy Service, INC. for the services provided within that 30 day period.

13. Entire Agreement

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

14. Governing Law

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

15. Modification

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

16. Waiver

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

17. Hold Harmless

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

18. Severability

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

CLIENT

Colton Joint Unified School District

By: _____

Printed Name: _____

Title: _____

Address:

Dated: _____

CONTRACTOR

Star Therapy Services, INC

By: _____

Printed Name: _____

Title: _____

Address:

29582 Bright Spot Road
Highland, CA 92346

909-910-4488

startherapyinc@yahoo.com

Dated: _____

BOARD AGENDA

**REGULAR MEETING
July 21, 2011**

ACTION ITEM

TO: Board of Education

PRESENTED BY: Jerry Almendarez, Superintendent

SUBJECT: Adoption of Resolution No. 12-03, in *Honor of David R. Zamora*

GOAL: Community Relations/Parent Involvement

STRATEGY: Strategy #6 – Character

BACKGROUND: David R. Zamora, through his leadership, civic commitment and responsibility to our community, has been an advocate for improving not only the quality of education, but the quality of life for those in and around the city of Colton for more than 40 years, including 13 years as a member of the Colton Joint Unified School District Board of Education.

Mr. Zamora was elected mayor of Colton in November 2010. As mayor, he brought the community together with his one-of-a-kind leadership and was committed to a ‘New Beginning’ for the city, as outlined in his first State of the City address on July 7, 2011. Ever faithful to the youth and community of the CJUSD, Mr. Zamora worked to strengthen the relationship between the city and school district. On several occasions, CJUSD students were honored during city council meetings for their academic and athletic achievements.

On Thursday, July 14, 2011, David R. Zamora passed away as a result of a heart attack. The CJUSD acknowledges the contributions of Mr. Zamora with grateful appreciation and support the City of Colton as they continue his work in the spirit of his leadership.

BUDGET IMPLICATIONS: No Impact to the General Fund.

RECOMMENDATION: That the Board of Education adopt Resolution No. 12-03, in Honor of *David R. Zamora*

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

Colton Joint Unified School District

In Honor of David R. Zamora

Resolution No. 12-03

WHEREAS on Tuesday, November 4, 1997, David R. Zamora was elected to the Colton Joint Unified School District Board of Trustees, representing Trustee Area #3, and was subsequently re-elected in 2001 and 2005; and

WHEREAS David R. Zamora was a tireless advocate for parent involvement, putting students first, providing support for parent organizations, employee groups, and programs, bringing parents into our schools and strengthening their connections to their children’s education; and

WHEREAS David R. Zamora’s leadership style was based on inspiring students, supporting staff and encouraging the community to succeed; and

WHEREAS after loyally serving as a member of the Colton Joint Unified School District Board of Trustees for 13 years, David R. Zamora was elected mayor of Colton in November 2010; and

WHEREAS ever faithful to the youth and community of the Colton Joint Unified School District, as mayor, his interest in the district and dedication to projects to benefit students continued; and

WHEREAS on Thursday, July 14, 2011, David R. Zamora passed away as the result of a heart attack. The Colton Joint Unified School District expresses heartfelt sorrow and offers sincere condolences to his wife Sarah, daughters Mia Zamora Johnson, Summer Jorrin, and Alexa Zamora, his grandchildren, family and friends; now

THEREFORE, BE IT RESOLVED that the members of the Board of Education of the Colton Joint Unified School District acknowledge the contributions of David R. Zamora with grateful appreciation and support the City of Colton as they continue his work in the spirit of his leadership.



DULY ADOPTED by the Board of Education of the Colton Joint Unified School District of San Bernardino County, State of California, with a vote of ___ ayes, ___ nays, ___ absent, ___ abstentions, signed by the President and attested by the Board of Education and Superintendent this 21th day of July, 2011.

Patricia Haro, Board President

Frank A. Ibarra, Clerk

Roger Kowalski, Board Member

Jerry Almendarez, Superintendent



Robert D. Armenta Jr., Vice President

Randall Cenicerros, Board Member

Pilar Tabera, Board Member

BOARD AGENDA

**REGULAR MEETING
July 21, 2011**

ACTION ITEM

TO: **Community Facilities District No. 3 Board**

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

SUBJECT: ***Adoption of Resolution No. 12-01 CFD-3, Establishing the Annual Special Tax Levy for Fiscal Year 2011-12 for Community Facilities District No. 3***

GOAL: Facilities/Support Services/Budget Planning

STRATEGIC PLAN: Strategy # 4 – Facilities

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

- Resolution No. 12-01 CFD-3 – Establishing the Annual Special Tax Levy for Fiscal Year 2011-12 for Community Facilities District No.3
- Boundary Map
- Annual Special Tax Rates for Fiscal Year 2011-12 (Special Tax Rates do not exceed the rates authorized by the Ordinance and are not in excess of the rates approved by the qualified electors of the District).

The deadline for this information to reach the San Bernardino County Office of Assessor is August 2011.

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

RECOMMENDATION: That the Board adopt Resolution No. 12-01 CFD-3, establishing the annual special tax levy for fiscal year 2011-12 for the Community Facilities District No. 3.

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

CFD-1

RESOLUTION NO. 12-01 C.F.D. No. 3

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

WHEREAS, on August 17, 2006, the Board of Education of the Colton Joint Unified School District (the “Board of Education”) adopted Resolution Nos. 06-11 and 06-12 stating its intention to form Community Facilities District No. 3 of the Colton Joint Unified School District (Bonita Ridge) (“Community Facilities District No. 3” or the “District”) therein and incur bonded indebtedness in an aggregate principal amount not to exceed \$7,000,000, all pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”) and levy special taxes for the purpose of financing the construction, purchase, modification, expansion, improvement or rehabilitation of school facilities (the “Facilities”), and including all incidental expenses related thereto, which include the cost of engineering, planning and designing the facilities, the costs of forming the District, issuing bonds and levying and collecting a special tax within the District (the “Incidental Expenses”); and

WHEREAS, on September 21, 2006, the Board of Education adopted Resolution Nos. 06-15 and 06-16 which established Community Facilities District No. 3, authorized the levy of a special tax within Community Facilities District No. 3 and called an election within the District for September 21, 2006 on the propositions of levying a special tax, authorizing the issuance of bonds and establishing an appropriations limit; and

WHEREAS, on September 21, 2006, an election was held within the District at which the qualified electors within the District approved by more than a two-thirds vote the propositions of levying a special tax, authorizing the issuance of bonds and establishing an appropriations limit as set forth in Resolution No. 06-15 and Resolution No. 06-16; and

WHEREAS, on September 21, 2006, the Board of Education adopted Resolution No. 06-17 which certified the results of the September 21, 2006 election within the District conducted by the Clerk of the Board of Education of the School District, which results showed that more than two-thirds of the votes cast were in favor of the propositions to levy the special tax, issuing bonds and establishing an appropriations limit;

WHEREAS, following the election, the Board of Education, acting as the legislative body of the District, adopted Ordinance No. 06-18 on October 5, 2006 (“Ordinance”) which provided for the levying and collection of special taxes within the District, as provided in the Act and in accordance with the rate and method of apportionment set forth in Attachment “B” to Resolution No. 06-15 (the “Rate and Method”); and

WHEREAS, it is now necessary and appropriate that the Board of Education levy and collect the special taxes for Fiscal Year 2011-2012, by the adoption of a resolution as specified by the Act and Ordinance;

NOW, THEREFORE, the Board of Education of the Colton Joint Unified School District acting as the legislative body of Community Facilities District No. 3 of the Colton Joint Unified School District (Bonita Ridge), does hereby resolve, order and determine as follows:

Section 1. In accordance with the Act and Ordinance, there is hereby levied upon all properties within the District which are not otherwise exempt from taxation under the Act or Ordinance the special taxes for Fiscal Year 2011-2012 set forth in the Ordinance at the tax rates as set forth therein and in Exhibit "A" hereto, as may be amended without further action of the Board to reflect updated information on assessor's parcel numbers from the County of San Bernardino. The Assistant Superintendent of Business Services is hereby authorized and directed to establish the final rates to be levied, which final rates shall not exceed the maximum rates set forth in the Rate and Method.

Section 2. The above-authorized special taxes shall be collected in the same manner as ad valorem property taxes on the secured roll by the Treasurer-Tax Collector of the County of San Bernardino and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for such ad valorem taxes.

Section 3. The Clerk and Assistant Superintendent of Business Services, are hereby authorized to transmit a certified copy of this Resolution to the San Bernardino County Auditor-Controller, together with other supporting documentation as may be required in order to place said special taxes on the secured property tax roll for Fiscal Year 2011-2012 and to perform all other acts which are required by the Act, Ordinance or by-law in order to accomplish the purpose of this Resolution.

PASSED AND ADOPTED by the Board of Education of the Colton Joint Unified School District this 21st day of July, 2011, by the following vote:

AYES: _____

ABSENT: _____

NAYS: _____

ABSTAIN: _____

President of the Board of Education

ATTEST:

Clerk of the Board of Education

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)

I, Frank A. Ibarra, Clerk of the Board of Education of the Colton Joint Unified School District, County of San Bernardino, State of California, do hereby certify that the foregoing is a true copy of a Resolution adopted by said Board at a regular meeting thereof, at the time and by the vote therein stated, which original Resolution is on file in the office of said Board.

_____)
Date

_____)
Clerk of the Board of Education

**Colton Joint Unified School District
Community Facilities District No. 3
Fiscal Year 2011/2012 Levy Summary**

Annual Special Tax Rates

Tax Class	Building Square Footage	Number of Units/Acres	Average Annual Special Tax Rate	Total Annual Special Taxes
1	< 1,700	38 Units	\$1,161.92 per Unit	\$44,152.96
2	1,700 - 2,100	50 Units	\$1,301.98 per Unit	\$65,099.00
3	2,101 - 2,600	49 Units	\$1,523.14 per Unit	\$74,633.86
4	2,601 - 2,900	18 Units	\$1,685.34 per Unit	\$30,336.12
5	2,901 - 3,000	20 Units	\$1,781.18 per Unit	\$35,623.60
6	> 3,000	19 Units	\$1,854.88 per Unit	\$35,242.72
<i>Developed Property</i>		<i>194 Units</i>	<i>NA</i>	<i>\$285,088.26</i>
<i>Undeveloped Property</i>		<i>0.0000 Acres</i>	<i>\$0.00 per Acre</i>	<i>\$0.00</i>
Total				\$ 285,088.26

TR 14244 2/7

TRACT MAP NO. 14244

IN THE CITY OF FONTANA
 COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF PARCEL 'A' PER CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. 05-005, RECORDED APRIL 26, 2005 AS INSTRUMENT NO. 2005-0290381, OFFICIAL RECORDS, RECORDS OF SAN BERNARDINO COUNTY, WITHIN EAST HALF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 6 WEST, S.B.M.

R.C.E. 24725
 2004



VAN DEL AND ASSOCIATES, INC.

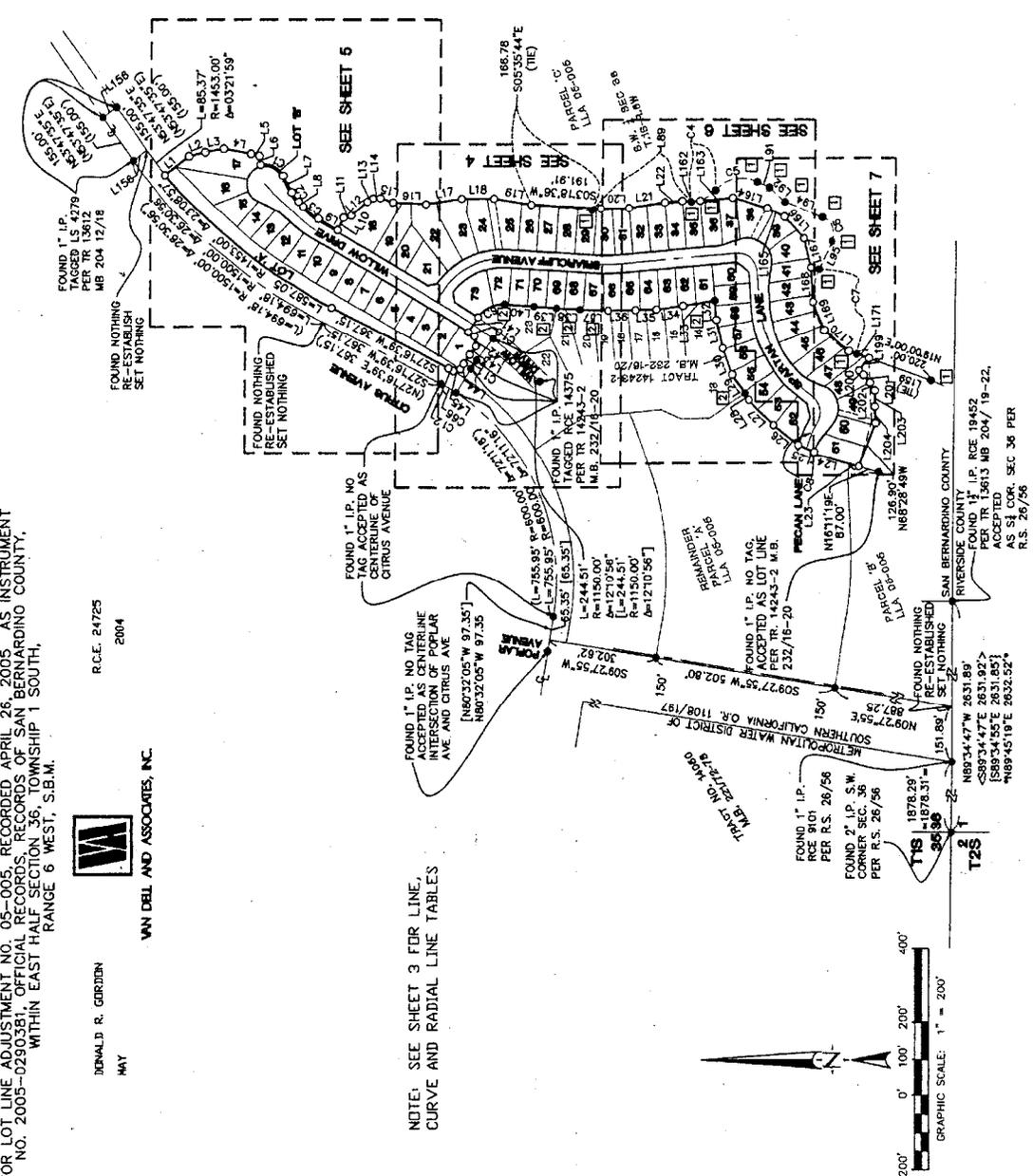
DONALD R. GORDEN
 MAY

SURVEYOR'S NOTES

- INDICATES FOUND MONUMENT AS SHOWN.
 - RECORD LOCATION, FOUND NOTHING, RE-ESTABLISHED AT THE 232/16-20 AND PER LLA 04-023, 1" IRON PIPE TAGGED "RCE 24725". LEAD AND TACK TAGGED "RCE 24725" OR A 6" SPIKE AND WASHER STAMPED "RCE 24725" TO BE SET UNLESS OTHERWISE NOTED.
 - △ INDICATES 1" IRON PIPE TAGGED RCE 24725 TO BE SET FLUSH, UNLESS OTHERWISE NOTED.
 - ① INDICATES FOUND 1" I.P. TAGGED LS 4279 PER TR. 13613 M.B. 204/19-22 AND PER CERTIFICATE OF CORRECTION RECORDED APRIL 21, 1986 AS INSTRUMENT NO. 89-142837.
 - ② INDICATES FOUND 1" I.P. TAGGED RCE 14375 PER TR. 14243-2 M.B. 232/16-20
 - SET 1" I.P. TAGGED "RCE 24725" FLUSH AT ALL REAR LOT CORNERS.
 - SET LEAD & TAG "RCE 24725" ON TOP OF CURB FOR REFERENCE TO LOT CORNERS ADJACENT TO STREETS, ON LOT LINE PROLONGATION, EXCEPT AT CORNER CUTBACKS AND STREET CURVE ALIGNMENT POINTS.
 - ALL EXISTING EASEMENTS SHOWN ARE LOCATED BY BEST AVAILABLE RECORD AND NOT BY ANY SURVEY TO DATE.
 - < > INDICATES RECORD DATA PER TRACT MAP NO. 13613 M.B. 204/19-22.
 - () INDICATES RECORD DATA PER TRACT NO. 13612 M.B. 204/12-1B.
 - [] INDICATES RECORD DATA PER TRACT NO. 14243-2 M.B. 232/16-20.
 - { } INDICATES RECORD DATA PER RS 46/83-86.
 - • INDICATES RECORD DATA PER RECORD OF SURVEY RS 26/56.
 - - INDICATES RECORD DATA PER TRACT NO. 13610 M.B. 204/36-38.
- P.U.E. INDICATES PUBLIC UTILITY EASEMENT.

NOTE:
 ALL PERIMETER BEARINGS AND DISTANCES MATCH RECORD DATA PER TRACT NO. 13613, M.B. 204/19-22 AND TRACT 14243-2, M.B. 232/16-20 AS INSTRUMENT NO. 05-005, RECORDED APRIL 26, 2005 AS INSTRUMENT NO. 90-030848 OF OFFICIAL RECORDS AND PURSUANT TO CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. 05-005, RECORDED APRIL 26, 2005 AS INSTRUMENT NO. 2005-0290381 OF OFFICIAL RECORDS.

THE BASIS OF BEARINGS IS BASED UPON THE BEARING OF N89°34'47"W FOR THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 36 TOWNSHIP 1 SOUTH, RANGE 6 WEST, SAN BERNARDINO COUNTY MAPS, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY.



NOTE: SEE SHEET 3 FOR LINE, CURVE AND RADIAL LINE TABLES

SEE SHEET 7

SEE SHEET 5

SAN BERNARDINO COUNTY
 RIVERSIDE COUNTY
 FOUND 1" I.P. RCE 19452
 PER TR. 13613 M.B. 204/19-22.
 ACCEPTED
 AS S.I. COR. SEC. 36 PER
 R.S. 26/56

FOUND 1" I.P. NO TAG
 ACCEPTED AS LOT LINE
 PER TR. 14243-2 M.B.
 232/16-20

FOUND 1" I.P. NO TAG
 ACCEPTED AS LOT LINE
 PER TR. 14243-2 M.B.
 232/16-20

FOUND 1" I.P. NO TAG
 ACCEPTED AS CENTERLINE
 INTERSECTION OF
 CITRUS AVENUE
 AND WALNUT AVENUE

FOUND NOTHING
 RE-ESTABLISHED
 SET NOTHING

FOUND NOTHING
 RE-ESTABLISHED
 SET NOTHING

FOUND 1" I.P.
 TAGGED LS 4279
 PER TR. 13612
 M.B. 204/12/16

FOUND 1" I.P.
 TAGGED LS 4279
 PER TR. 13612
 M.B. 204/12/16

BOARD AGENDA

**REGULAR MEETING
July 21, 2011**

ADMINISTRATIVE REPORT

TO: Board of Education

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

SUBJECT: Approved 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. Items listed in the payment report have been approved and paid.

Disbursements have been paid as listed, from batch # 1609 through Batch #1688 for the sum of \$5,175,179.88.

BUDGET IMPLICATIONS: \$5,175,179.88 paid from funds as listed in the payment report.

BOARD AGENDA

REGULAR MEETING

July 21, 2011

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 10-20**

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: Current change order summary is as follows:

<u>Contractor</u>	Contract Amount	Add	Credit	Cumulative % To Date
First Fire Systems, Inc.				
Change order 1-3		\$2,074.59		1.38%
Change order 2-3		\$1,473.41		1.47%
Change order 3-3			\$1,597.55	1.37%
Change order 4-2		\$11,428.09		2.09%
Change order 1-4			\$296.71	2.07%
Change order 2-4		\$2,294.24		2.21%
Change order 3-4		\$6,090.20		2.60%
Change order 4-3			\$3,802.47	2.36%
Change order 1-5		\$2,943.80		2.54%
Change order 1-6			\$12,500.00	1.76%
Change order 2-5		\$2,965.71		1.94%
Change order 2-6			\$12,500.00	1.16%
Change order 3-5			\$12,500.00	0.37%
Change order 4-4		\$7,238.96		0.83%
Change order 4-5			\$12,703.94	0.03%

Subtotal		\$36,509.00	\$55,900.67	
Net				(19,391.67)

Original Contract Amt.	\$ 1,590,000.00
Prior approved change orders	19,828.25
Net change orders per above summary	(19,391.67)
Net Total of change orders	436.58
Final Contract Amount	\$ 1,590,436.58

Change Order # 1-3 Detail: \$2,074.59

1. Provide back board and dedicated circuit for P/A.
2. Add pathways for intercom handsets.

Change Order # 2-3 Detail: \$1,473.41

1. Provide back board and dedicated circuit for P/A.

Change Order # 3-3 Detail: (\$1,597.55)

1. Relocate underground conduit to above the canopy at Building B.

Change Order # 4-2 Detail: \$11,428.09

1. Relocate P/A rack into office near the library

AR-8.2

2. Provide heat detector in soffits.
3. Provide heat detector in beam packets.

Change Order # 1-4 Detail: (\$296.71)

1. Credit attic heat detector in the electrical room.

Change Order # 2-4 Detail: \$2,294.24

1. Credit one pull station eliminated in the multi-purpose room.
2. Add two smoke detectors, delete one smoke detector, add two 15 cd strobe.

Change Order # 3-4 Detail: \$6,090.20

1. Add and delete devices.
2. Add three CTC in water heater room, library and classroom.
3. Add seven FATC.

Change Order # 4-3 Detail: (\$3,802.47)

1. Add one attic space heat detector above hallway.
2. Delete two attic heat detectors and two access panels above restroom in Building M.
3. Delete one smoke detector, one attic heat detector, and one access panel in storage room.
4. Install back box and pathway for two P/A speakers and IC handsets in auditorium.
5. Add one smoke detector in extra room.
6. Redistribute smoke detectors in classrooms and credit for unused devices.

Change Order # 1-5 Detail: \$2,943.80

1. Add four CTC in portable classrooms and Building C.
2. Add ten FATC.

Change Order # 1-6 Detail: (\$12,500.00)

1. Credit unused allowance.

Change Order # 2-5 Detail: \$2,965.71

1. Add three CTC in portable classrooms and Building A.
2. Add eleven FATC.

Change Order # 2-6 Detail: (\$12,500.00)

1. Credit unused allowance.

Change Order # 3-5 Detail: (\$12,500.00)

1. Credit unused allowance.

Change Order # 4-4 Detail: \$7,238.96

1. Credit for canceled underground work.
2. Add two smoke detectors and two 15 cd strobes in restrooms.
3. Add and delete devices.
4. Add eleven FATC.
5. Add CTC in four buildings and portable classrooms.
6. Add two attic space heat detectors in four beam pockets in classroom of County bldg.
7. Add three relay module and pathway/box/fitting to shutdown three HVAC units.
8. Provide new underground pull with trenching.

Change Order # 4-5 Detail: (\$12,703.94)

1. Credit unused allowance.

**BUDGET
IMPLICATIONS:**

Bond Fund 21 – Measure G Credit: \$19,391.67

BOARD AGENDA

**REGULAR MEETING
July 21, 2011**

ADMINISTRATIVE REPORTS

TO: **Board of Education**

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

SUBJECT: **Quarterly Uniform Complaint Report Summary
(April through June 2011)**

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

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

BACKGROUND: As required by Williams Settlement legislation, the quarterly uniform complaint report summary for April, May and June 2011 is provided for your review.

AR-8.3

Williams Settlement Legislation

Quarterly Report Summary (2011)

Quarterly Uniform Complaint Report Summary For submission to School District Governing Board and County Office of Education

District Name: Colton Joint Unified School District
Quarter covered by this report: April, May and June 2011

Please fill in the following table. Enter 0 in any cell that does not apply

	Number of complaints received in quarter	Number of complaints resolved	Number of complaints unresolved
Instructional Materials	0	0	0
Facilities	0	0	0
Teacher Vacancy and Misassignments	0	0	0
Totals	0	0	0

Submitted by: Mike Snellings

Title: Assistant Superintendent, Student Services Division

BOARD AGENDA

**REGULAR MEETING
July 21, 2011**

ADMINISTRATIVE REPORT

TO: Board of Education

PRESENTED BY: Ingrid Munsterman, Assistant Superintendent, Human Resources Division

SUBJECT: **Proposed Substitution of Board Policy and Administrative Regulations:**
BP 4117.3 Personnel Reduction (BP/AR 4117.3)

GOAL: Student Safety, Community Relations and Parent Involvement

STRATEGIC PLAN: Strategy #1 – Communication

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

BUDGET IMPLICATIONS: No impact to the General Fund

AR-8.4

PERSONNEL REDUCTION

BP 4117.3

The Governing Board may reduce the number of certificated personnel, or their hours and wages, due to any of the following conditions: (*Education Code 44955*)

1. Declining enrollment, provided that the percentage of reduction in probationary and permanent certificated personnel shall not exceed the corresponding percentage of student attendance lost
2. Reduction or discontinuance of programs or services
3. State-mandated modification of the curriculum or
4. The fiscal crisis that may occur after enactment of the Budget Act when the total revenue limit per ADA has not increased by at least two percent (*Education Code 44955.5*)

The Board recognizes that its authority in the reduction of personnel is subject to legal requirements. Except as otherwise provided by statute, a permanent employee who is certificated and competent to render a service shall not be terminated or given a reduction in hours and wages while a probationary employee or other employee with less seniority is retained to render the service. (*Education Code 44955*)

To be considered competent, an employee must have academic training and one year of full-time experience in the specialized area to which the district would be able to assign him/her. The district will also consider the recency of the employee's experience.

Legal Reference:

EDUCATION CODE

- 44830 Employment of certificated persons*
- 44949 Dismissal of probationary employees*
- 44955 Reduction in number of permanent employees*
- 44955.5 Termination of certificated employees*
- 44956-44959.5 Rights of employees*

GOVERNMENT CODE

- 3543.2 Scope of representation*

COURT DECISIONS

- Menagh v. Montebello Unified School District (1993) 20 Cal.App.4th 1846*
- Forker v. Board of Trustees (1984) 160 Cal.App.3d 13*
- Moreland Teachers Assoc. v. Kurze (1980) 109 Cal.App.3d 648*
- King v. Berkeley Unified School District (1979) 89 Cal.App. 3d 1016*

1/85 6/88) 10/94

To be replaced by adoption of
revised Board Policy 4117.3

Amended 7/20/06

ADMINISTRATIVE REGULATION

AR 4117.3

PERSONNEL REDUCTION

For purposes of reduction of certificated personnel, terminations shall generally be in order of least seniority. The District may deviate from terminating or reappointing a certificated employee in order of seniority for either of the following reasons: (*Education Code 44955, 44956*)

1. To fill a demonstrated specific need for personnel to teach a specific course or courses of study, or to provide services authorized by a services credential with a specialization in either student personnel services or health for a school nurse, when the certificated employee has the necessary special training and experience which others with more seniority do not possess or
2. To maintain or achieve compliance with constitutional requirements related to equal protection of the law

Before assigning or reassigning any certificated employee to teach a subject which he/she has not previously taught, and for which he/she does not have a teaching credential or which is not within the employee's major area of postsecondary study, the Board shall require the employee to pass a subject matter competency test in the appropriate subject. (*Education Code 44955, 44956*)

Terminated certificated employees shall not be subject to any requirements that were not imposed on employees who continued in service; their period of absence shall be treated as a leave of absence and not considered a break in the continuity of their service. (*Education Code 44956, 44957*)

Notice and Right to Hearing

When the District needs to reduce the number of certificated staff, the District shall adhere to the notice, hearing and layoff procedures in Education Code 44949 and 44955.

When the Board, during the time period between five days after enactment of the Budget Act and August 15, determines that the total revenue limit per ADA has not increased by at least two percent and that the District therefore needs to reduce the number of certificated staff pursuant to Education Code 44955.5, the Board shall adopt a schedule of notice and hearings, and the District shall otherwise proceed pursuant to Education Code 44949 and 44955. (*Education Code 44955.5*)

Reappointment

If the number of employees is increased or the discontinued service reestablished, permanent certificated employees under 65 years of age shall have the right to reappointment in order of seniority for 39 months after being terminated. Probationary certificated employees under 65 years of age shall have the same right for 24 months after being terminated, subject to the prior reappointment rights of permanent employees. (*Education Code 44956, 44957*)

To be replaced by adoption of
revised Board Policy 4117.3

10/94

