

Colton Joint Unified School District

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



Board of Education Regular Meeting Agenda

Thursday, April 15, 2010
at 5:30 p.m.

Strategic Plan – Mission Statement

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

1.0 OPENING

1.1 Call to Order

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

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

1.2 Renewal of the Pledge of Allegiance

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

2.0 SPECIAL PRESENTATIONS

2.1 Employee and Education Partner Recognition

- Gail Darby, *Classified*
- Denise Adams, *Certificated*
- Ernesto Calles, *Management*
- Karen Darnell, *Education Partner*
- Victor & Diane Vollhardt, *Education Partner* (March)

3.0 SCHOOL SHOWCASE

3.1 Bloomington High School

4.0 ADMINISTRATIVE PRESENTATIONS

4.1 Marketing Plan – Katie Orloff

5.0 PUBLIC HEARING ~None~

6.0 PUBLIC COMMENT

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

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

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

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

7.0 ACTION SESSION

A. Consent Items

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

On motion of Board Member _____ and _____, the Board approved Consent Items #A – 1 through #A – 9.

Page 7 A-1 Approval of Minutes: Regular Meeting, March 25, 2010

Page 21 A-2 Approval of Student Field Trips

Page 23 A-3 Approval of Consultants for Staff Development

Page 27 A-4 Approval of Participation in the English Language Acquisition Program (ELAP), Funding Year 2010-11

Page 31 A-5 Approval of the Memorandum of Understanding and Agreement (C-1002243) with Riverside County Superintendent of Schools for Participation in the RCOE/CSUSB Internship Program (2009-10)

Page 37 A-6 Approval of Memorandum of Understanding Between the Colton Joint Unified School District and the San Bernardino County Superintendent of Schools, Nutrition Program (#10/11-0024) 2010-13

Page 41 A-7 Approval of Course Description for Pre-Algebra, Grades 9-10 (Beginning June 2010)

Page 51 A-8 Acceptance of Gifts

Page 53 A-9 Approval to Pay Retiree Dinner Costs

B. Action Items

Page 55 B-1 Approval of Personnel Employment

Page 57 B-2 Approval of Conference Attendance

Page 59 B-3 Approval of Shared Contract for 2010-11 School Year

Page 61 B-4 Approval of Purchase Orders

Page 63 B-5 Approval of Disbursements

Page 65 B-6 Adoption of Resolution No. 10-09 Authorizing Signatories for State School Facilities Program, Documentation, and CEQA Officers

Page 69 B-7 Adoption of Resolution 10-14 for 2010-11 Temporary Borrowing from the County of

San Bernardino Auditor/Controller-Recorder's Office

- Page 73 B-8 Approval to Close School Facility Sub-funds 9730 through 9734
- Page 81 B-9 Rejection of Construction Bids for Middle School #5 (Bid #08-16)
- Page 89 B-10 Award of Bid 10-02: Bloomington High School – Relocatable Classrooms and Restroom Addition Project
- Page 91 B-11 Approval of Subcontractor Substitution for Hanan Construction Company, Inc. (Category 10) for the Grand Terrace High School Project, Bid #08-14
- Page 107 B-12 Approval of Operational Agreement with Option House, Inc. to Provide Information and Assistance to Students and their Families who are Victims of Domestic Violence
- Page 109 B-13 Approval of the Cooperative Agreement Between the City of Rialto and the Colton Joint Unified School District for the Interstate-10/Riverside Avenue Interchange Detour Project
- Page 117 B-14 Approval of Title 1, Part A Section II (e) Waiver Application (2009-10 Fiscal Year to the 2010-11 Fiscal Year)
- Page 131 B-15 Approval of Agreement with NTD Architecture to prepare a Districtwide Master Plan
- Page 137 B-16 Approval of Additional Action as Required to Maintain a Positive Certification for the 2009-10 Second Interim Report

C. Action Items – Board Policy – First Reading

- Page 139 C-1 Approval of Amendment to Administrative Regulations:
AR 6146.1 (b) Graduation Requirements – Math
- Page 147 C-2 Approval of Proposed Adoption of Board Policy and Administrative Regulations:
BP6173.1 Education for Foster Youth
AR6173.1 Education for Foster Youth
- Page 153 C-3 Approval of Proposed Adoption of Board Policy and Administrative Regulations:
BP 5126.1 Seal of Biliteracy
AR 5126.1 Seal of Biliteracy

D. Action Items – Resolutions

- Page 157 D-1 Adoption of Resolution, *California Day of the Teacher*, May 12, 2010
- Page 159 D-2 Adoption of Resolution, *Classified School Employee Week*, May 16 – 22, 2010
- Page 161 D-3 Adoption of Resolution, *National School Nurse Day*, May 12, 2010

8.0 ADMINISTRATIVE REPORTS

- AR-8.1 Quarterly Uniform Complaint Report Summary (January through March 2010)
Page 163
- AR-8.2 Budget Update – Jaime Ayala
- AR-8.3 Facilities Update – Jaime Ayala

- AR-8.4 Budget Subcommittee Update
- AR-8.5 Curriculum Subcommittee Update
- AR-8.6 Facilities Subcommittee Update
- AR-8.7 ACE Representative
- AR-8.8 CSEA Representative
- AR-8.9 MAC Representative
- AR-8.10 ROP Update

9.0 SUPERINTENDENT’S COMMUNIQUE

10.0 BOARD MEMBER COMMENTS

11.0 CLOSED SESSION

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

11.1 Student Discipline, Revocation, and Re-entry

Page 165

11.2 Personnel

- ◆ Public Employee: Discipline/Dismissal/Employment/Release/Reassignment (Gov. Code 54957)
- ◆ Public Employee: Employment
 - Title: Director, Facilities
- ◆ Public Employee: Contract – Superintendent

11.3 Conference with Legal Counsel—Anticipated Litigation

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

11.4 Conference with Labor Negotiator

Agency:

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

Employee Organizations:

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

12.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION

13.0 ADJOURNMENT

BOARD AGENDA

REGULAR MEETING
April 15, 2010

CONSENT ITEM

TO: Board of Education

PRESENTED BY: James A. Downs, Superintendent

SUBJECT: Approval of Minutes: Regular Board Meeting, March 25, 2010

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

STRATEGIC PLAN:

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

RECOMMENDATION: That the Board approve the minutes: Regular Board Meeting, March 25, 2010 as presented.

Colton Joint Unified School District

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



Minutes March 25, 2010 5:30 p.m.

The Board of Education of the Colton Joint Unified School District met in Regular Session on Thursday, March 25, 2010, 5:30 p.m. in the Board Room at the CJUSD Student Services Center, 851 So. Mt. Vernon Avenue, Colton, California.

Trustees Present

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

Staff Members Present (*excused)

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

Strategic Plan -- Mission Statement

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

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

Board President Albiso called the meeting to order at 5:30 p.m. Board Member Taylor led in the renewal of the pledge of allegiance to the flag of the United States of America.

2.0 SPECIAL PRESENTATIONS ~None~

3.0 SCHOOL SHOWCASE

3.1 Washington High School

Washington High School students, Charles Suchil and Angela Sierra, proudly announced that they were successful in reaching their Academic Performance Index (API) growth, increasing by 34 points. They also met their Adequate Yearly Progress (AYP) criteria, satisfying 10 out of 10 AYP goals. They congratulated Mr. Fricke, Independent Study Teacher, and Mrs. Bryant, Special Ed. Aide on their recognition as certificated and classified Employee of the Month, respectively. Washington students have participated in recent field trips to San Bernardino Valley College, California State University San Bernardino, J. Paul Getty Museum and Disneyland. Elementary and secondary at-risk students had the opportunity to meet with local professionals at Career Speaker Day. Through Washington's Summer Credit Recovery Program and the dedication of several teachers, 20 students were able to earn their diploma in 2009. Mr. Suchil and Miss Sierra also reported on the successful Adult Education program, including the expansion of the program into elementary sites. Washington had several noteworthy accomplishments such as their first fall graduation ceremony, student participation in the 2010 Cesar Chavez Essay and Art Contest, parenting, counseling and prevention services offered by EMQ and the 2010 Resource Fair.

In closing, Mr. Sierra, parent of Angela Sierra, shared some difficulties and triumphs his family experienced while his daughter was making the transition from middle school into high school. He expressed gratitude for the support and resources available to his family from the staff and

administration at Washington High School.

4.0 ADMINISTRATIVE PRESENTATIONS ~None~

5.0 PUBLIC HEARING

Board President Albiso opened the public hearing at 5:41 p.m. No one spoke to the item. The public hearing was closed at 5:42 p.m.

5.1 California School Employee Association (CSEA) – Sunshine Proposal 2010-11

6.0 PUBLIC COMMENT

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

- *No comments*

White card—Items/Topics Not on the Agenda:

- *Elsa Aguilar* and *Randall Cenicerros*, Agua Mansa PTA council, announced the Hawaiian themed – Agua Mansa PTA Council Honorary Service Award Dinner on May 26, 2010. They plan to award four high school students with scholarships and will recognize several school site leaders for their contributions to the community. The location of the event will be announced at the next board meeting. Anyone interested in attending the dinner is asked to contact Mrs. Aguilar.
- *Diane Miller*, Bloomington resident, CJUSD employee and parent along with several CJUSD teachers expressed their support for equitable education for all CJUSD students. In response to the budget, they urged the board to reconsider issuing 141 pink slips to certificated employees and explore other options to ease the deficit. They also encouraged the board to continue supporting GATE and AVID programs districtwide.
- *Bill Hussey*, Grand Terrace resident, expressed concern that construction on Grand Terrace High School will not be complete according to the timeline. He commented that Bond Measure G was passed by citizens to guarantee the building of GTHS and other schools. He asked that the board remain on task and fulfill their obligation.
- *Gil Navarro*, education advocate, spoke to the topics of English language learners, Special Education and the Child Find Mandate. He also shared procedures for a language appraisal team that is currently implemented in a neighboring district.

7.0 ACTION SESSION

A. Consent Items

#206 On motion of Board Member Taylor and Board Member Armenta, and carried on a 6-0 vote (Mendoza-Ware absent), the Board approved Consent Items A-1 through A-6 and A-8; item A-4 was approved with the changes listed below; item A-7 was pulled from the agenda.

- #206.1 A-1 Approved Minutes: Regular Meeting, March 11, 2010
- #206.2 A-2 Approved Student Field Trips (**EXHIBIT A**)
- #206.3 A-3 Approved Consultant for Assembly Presentation (**EXHIBIT B**)
- #206.4 A-4 Approved Consultants for Staff Development (**EXHIBIT C**)
 - Learning is M.A.G.I.C., Glendale, CA (approved)
 - Patrick McKee, Instructor-GATE Certificate Program, Redlands, CA (not approved)
- #206.5 A-5 Approved Participation in the Alternative Schools Accountability Model (ASAM) Indicator Selection Process by Slover Mt. Continuation High School for the 2009-10 School Year
- #206.6 A-6 Approved the Course Description for *Drill*, Grades 9-12 (Beginning April 2010)
- A-7 ~~Approved Agreement with University of California, Riverside Extension for Teaching the Gifted and Talented: *Recognizing Individual Differences* (April 2010)~~
- Item pulled from agenda
- #206.7 A-8 Accepted Gifts (**EXHIBIT D**)

B. Action Items

#207 On motion of Board Member Zamora and Board Member Ibarra, and carried on a 6-0 vote (Mendoza-Ware absent), the board approved Action Items B-1 through B-6 and B-11 through B-13 as presented; items B-9 and B-10 were pulled from the agenda for review by the Facilities Subcommittee.

- #207.1 B-1 Approved Personnel Employment (**EXHIBIT E**)
- #207.2 B-2 Approved Conference Attendance (**EXHIBIT F**)
- #207.3 B-3 Approved Purchase Orders
- #207.4 B-4 Approved Disbursements

- #207.5 B-5 Approved the Closure of School Facility Sub-funds
- #207.6 B-6 Approved Addendum to Contract with Centration for Consulting Services - Preparation of Mandated Cost Claims (February 1, 2010 – January 31, 2011)
- #207.7 B-7 Approved 2009-10 Second Interim Financial Report with a Positive Certification
- #207.8 B-8 Approved Lease Amendment and Extension of Lease to June 30, 2013 for Office Space at 851 South Mt. Vernon Avenue
- ~~B-9 Adopted Resolution No. 09-39 Five Year Joint Use Agreement Between the Colton JUSD and the City of Fontana for Playfields at Michael D'Arcy Elementary School (2010-15)~~
- ~~B-10 Adopted Resolution No. 09-40 Five Year Joint Use Agreement Between the Colton JUSD and the City of Fontana for Playfields at Jurupa Vista Elementary School (2010-15)~~
- #207.9 B-11 Adopted Resolution No. 10-11, Authorizing the Implementation of a Supplemental Employee Retirement Program (SERP) for Eligible Employees Retiring by June 30, 2010 (Plan to be Administered by Keenan & Associates)
- #207.10 B-12 Approved Authorization to Piggyback on the Waterford Unified School District Bid 01/09 for School Buses
- #207.11 B-13 Approved Authorization to Piggyback on the Hemet Unified School District Bid 2009/10-0720 for School Buses

C. Action Items – Board Policy ~None~

D. Action Items – Resolution

- #208 On motion of Board Member Taylor and Board Member Ibarra, and carried on a 6-0 vote (Mendoza-Ware absent), the board approved Action Item – *Resolution D-1* as presented.
- #208.1 D-1 Adopted Resolution, *Labor History Month*, April 2010
- #209 On motion of Board Member Zamora and Board Member Ibarra, and carried on a 6-0 vote (Mendoza-Ware absent), the board approved Action Item – *Resolution D-2* as presented.
- #209.1 D-2 Adopted Resolution, *Week of the Young Child*, April 11 – 17, 2010

8.0 ADMINISTRATIVE REPORTS

AR-8.1 Personnel Resignations

AR-8.2 Approved Change Orders Since February 18, 2010 for the Grand Terrace High School Construction Project per Board Resolution No. 09-24

AR-8.3 Budget Update

Assistant Superintendent Ayala announced that the district will submit the Second Interim Report with a positive certification to the county. A positive certification means that based on current projections Colton JUSD will meet its financial obligations for the current year and subsequent two fiscal years. However, filing with a positive certification does not mean the district is without financial hardship. Major assumptions were made in order to obtain a positive status, such assumptions include:

- (.38%) COLA for 2010-11 and 1.8% COLA for 2011-12
- 18.355% deficit factor for all years
- ADA declines of .1%, 1.8% and 2.5% for 2009-10, 2010-11 and 2011-12, respectively
- \$2.0 million to be transferred in from Fund 14
- \$5.5 million to be transferred in from Fund 40
- \$977,000 to be transferred in from Fund 35
- \$1.5 million will be transferred in from Fund 67 (Workers Comp)
- Tier III Flexibility will remain in effect
- SERP will provide \$1.8 million in savings for 2010-11
- Workforce will be reduced as a result of layoffs

The district is currently deficit spending and it will continue to deficit spend through the 2011-12 school year. Business Services, under the direction of Assistant Superintendent Ayala, will continue to build the 2010-11 Budget. They are committed to working with the board, cabinet, ACE and CSEA to collaboratively explore options to create and maintain a viable budget.

Mr. Ayala updated to board on the number of resignations received as of the March 18th deadline for SERP participation. A total of 61 employees (21 classified, 36 certificated and 4 management) submitted resignations, resulting in a savings of \$1.2 million for the district in the first year of implementation.

In an effort to increase savings for the district and reduce the possibility of employee layoffs, Mr. Ayala asked for board consensus to extend the deadline for employees to participate in the SERP

and to adjust the terms of retirement benefits.

The board unanimously consented to extend the SERP until April 30th and to change the terms of base salary to include additional stipends per contract agreement.

AR-8.4 Facilities Update

WLC Architects, Inc. gave an update on information gathered at the community meetings at Bloomington and Colton High Schools. Community priorities based on the March 18th meeting include: maintenance, sustainability, safety and security, technology and permanent classrooms, to name a few.

Vanir Construction Management, Inc. provided a status update on the construction progress for Grand Terrace High School. The update began by reviewing the initial site work that followed the April 4, 2009 ground breaking ceremony. Demolition and abatement took place from April 2009 through June 2009 followed by site rough grading and the removal of wet soil below grading limits. Construction was slightly delayed by heavy rainfall that lasted from November 2009 through February 2010. Current construction progress include: concrete placement and masonry at Building A foundations, concrete footings at Building D, formwork for footings at Building E, building pad restoration at Building G, storm drain installation east of Building F, concrete footings at Building E and excavating footings at Building F.

The original timeline for the construction of GTHS was scheduled to be completed by April 2011, a two year process. Because of the delay caused by the heavy rainfall, Vanir will continue to look for opportunities to recover time; they anticipate a new completion date of May 2011. There are several major milestones to look forward to in 2010, including the completion of foundations in July, completion of masonry and structural steel in December, and in January 2011 the roofing should be complete; interiors are scheduled to be completed by May 2011.

Mr. Ayala announced that he will attend the *Local Funding Options in a Down Economy* conference with Philip Aja, Seville Construction Services, Inc. He also reminded the board and audience of the upcoming Special Board Meeting scheduled for Thursday, April 8, 2010. The meeting will focus on the facility project prioritization and funding options, with presentations by Seville Construction Services, Inc., School Facilities Consultants and ALMA Strategies.

Mr. Aja reported on the constructive meetings held at Bloomington and Colton High Schools. He also commented on the progress at GTHS; team work by all trades is remarkable. Mr. Aja announced that the Capital Improvement website is scheduled to be released to the public on Monday, March 29th. The website can be accessed from the district website at <http://www.colton.k12.ca.us> or www.bondproject.cjUSD.net. Information on Bond Measures B and G, contracting opportunities, planning documents, reports, public notices, and other bond related documents will be available on the website.

Lastly, Mr. Aja reported that a draft of the quarterly report will be presented at the facilities subcommittee in April.

In closing, Mr. Ayala expressed satisfaction with Seville Construction, Inc. as project managers. Seville staff is scheduled to relocate into office space at 851 S. Mt. Vernon Avenue in April.

Superintendent Downs commended Katie Orloff and Seville Construction for their efforts in creating the Capital Improvement website.

AR-8.5 Budget Subcommittee Update ~None~

AR-8.6 Curriculum Subcommittee Update

Board Vice President Ibarra, on behalf of the Curriculum Subcommittee, thanked Assistant Superintendent Gainey-Stanley, secondary principals, teachers, and counselors for their hard work in revamping the secondary math program. The subcommittee is currently designing a new math program to include new classes such as algebra readiness and consumers math.

Board Member Taylor commented on the teamwork within the subcommittee; he is hopeful that the committee will continue to strive under the leadership of Assistant Superintendent Gainey-Stanley. Mr. Taylor is also anxious to share information he received from the *Latino Students and English Learners: Strategies to Improve Student Performance* workshop.

AR-8.7 Facilities Subcommittee Update ~None~

AR-8.8 ACE

President Karen Houck announced the new ACE officers who will take office July 1, 2010. The new officers are Robert Moses (replacing Erwin Schaefer) and Cristina Puraci (replacing Arlene Roper).

Mrs. Houck also shared a letter to the board as written by a teacher, addressing the topic of the district's budget and proposed realignments. Along with the letter were several resolutions from surrounding districts with regard to reduction and/or elimination of particular kinds of service and layoff of certificated employees. She went on to talk about the districts response to several complaints concerning the management of Pupil Personnel Services. In closing, Mrs. Houck, on behalf of ACE members, expressed her condolences to Board Vice President Ibarra for the passing of his father.

AR-8.9 CSEA

First Vice President Joe Olivares acknowledged and thanked board members Haro, Zamora and Mendoza-Ware for attending CSEA's karaoke night. Mr. Olivarez asked the district to support the Transportation Department in the upcoming bus rodeo. Bus drivers have competed in the bus rodeo in the past, earning several awards. He asked the district to fully fund transportation, entry fees and other fees associated with participation in the rodeo.

AR-8.10 MAC

President Elect Katie Orloff announced that MAC is now accepting applications for the Apple Scholarship; applications are available on the district website.

AR-8.11 ROP Update ~None~

9.0 SUPERINTENDENT'S COMMUNICATION

Superintendent Downs congratulated Bloomington High School for the following achievements: Wind Ensemble and Symphonic Band received "Superior" and "Excellent" ratings respectively at the Temecula Festival, Miss Jamil Hayes performed with the All-State Honor Choir in San Jose. He announced that spring sports are off to a great start with Colton High School's baseball team ranked number one among Division Three schools. Dr. Louie Rodriguez, CHS alumnus, began working with CHS students, introducing them to a variety of post secondary options while focusing on increased graduation. Several CJUSD students will participate in the Inland Regional RIMS Science Fair at the National Orange Show on April 14th. Zimmerman elementary students obtained a 96.81% attendance rate, the highest in the district for the last attendance period. Students at Ruth O. Harris Middle School plan to walk 3.1 miles for the Walk for Kid 2010 event. The funds raised through this event benefit the Loma Linda Ronald McDonald House. Artwork for six Terrace Hills Middle School students has been submitted for the *Doodle 4 Google* competition; selected artwork will be displayed as Google's homepage logo. Superintendent Downs announced that the *Communiqué* is now accessible on the district website (www.colton.k12.ca.us).

10.0 BOARD MEMBER COMMENTS

Board Member Armenta requested that tonight's meeting be closed in memory of Mr. Frank Ibarra Sr.

Board Member Zamora *~no comment~*

Board Member Ibarra announced the passing of his father, Frank Ibarra Sr., on Friday, March 19, 2010; his father was 86 years old. Mr. Ibarra thanked his fellow board members, cabinet and staff for their kind wishes and for the support he and his family have received during this time of sadness.

Board Member Haro congratulated Crestmore Elementary School for their successful 55th Anniversary/Read Across America event. The combined event included a family picnic, a special tribute to celebrity-former students (Principal Chris Marin, CMS), and several other student activities. Mrs. Haro announced that she, along with Board President Albiso (Diane), and Superintendent Downs (Natalie) attended BHS's Annual Navy Ball. She also attended the BHS choir concert and encouraged others to attend as it was a wonderful experience. Mrs. Haro commented on the community meetings held at

Bloomington and Colton High Schools, CSEA's Karaoke Night, National Junior Honor Society Induction Ceremony at Terrace Hills Middle School, where Board Member Taylor's daughter was inducted. In closing, Mrs. Haro expressed her heartfelt sympathy for Board Member Ibarra and his family.

Board Member Taylor commented on the progress within the district with regard to test scores, team work, and new, as well as, ongoing construction projects. Going into the final stretch in preparation for testing, he remains optimistic that students will continue to succeed. Mr. Taylor also anticipates that the district and negotiation teams will work together to get through budget realignments.

Board Member Albiso recently attended opening ceremony festivities for youth sports and commented on the importance of supporting youth sporting organizations. He announced that Vanir Construction Management, Inc. has agreed to donate \$1000 for the Bloomington High School scholarship program. Vanir plans to present their donation at the annual Cesar Chavez Prayer Breakfast on Wednesday, March 31st. In closing he called for a moment of silence in memory of Mr. Frank Ibarra Sr.

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

11.0 CLOSED SESSION

At 7:23 p.m., Board President Albiso announced that the board would recess to closed session to discuss the following items on the closed session agenda:

- 11.1 • Student Discipline, Revocation and Re-entry
- 11.2 • Personnel
- 11.3 • Conference with Real Property Negotiator (Gov. Code 54956.8)
- 11.4 • Conference with Legal Counsel—Anticipated Litigation
- 11.5 • Conference with Labor Negotiator

12.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION

The Board meeting reconvened at 8:05 p.m. Board President Albiso reported on action taken in closed session.

#210 12.1 Student Discipline, Revocation, and Re-entry (EXHIBIT G)

#210.1 On a motion by Board Member Zamora and seconded by Board Member Taylor, and passed on a 6-0 vote (Mendoza-Ware absent), the board approved staff's recommendation for student discipline items 1-11 as presented.

#211 12.2 Personnel

#211.1 ♦ **Public Employee: Discipline/Dismissal/Release/Reassignment** (Gov. Code 54957)
On a motion by Board Member Zamora, seconded by Board Member Taylor and carried on a 6-0 vote (Mendoza-Ware absent), the Board approved to ratify the dismissal of employee EIN #2197.

12.3 Conference with Real Property Negotiator (Gov. Code 54956.8) ~No Report~

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

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

12.4 Conference with Legal Counsel—Anticipated Litigation ~No Report~

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

12.5 Conference with Labor Negotiator ~No Report~

Agency:

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

Employee Organizations:

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

13.0 ADJOURNMENT

At 8:06 p.m., the Board adjourned to the next Special Board of Education Meeting on April 8, 2010, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

EXHIBIT A: Field Trips

Site	Date	Depart	Return	Destination	Activity/Background	Grade	Teacher	Cost	Funding	Strategic Plan*
BHS	4/3/10 (Sat.)	7:00 am	6:00 pm	Eastlake High School Chula Vista, CA (District)	<i>2010 Winter Guard Association of Southern California Competition</i> Students will compete in field show events.	9-12	John Zambrano 12 +2	\$75	General Fund	Strategy #1
BHS	4/9/10 to 4/11/10 (F/S/S)	9:00 am	4:00 pm	Sacramento Convention Center Sacramento, CA (Air)	<i>64th Annual California-Nevada-Hawaii District Convention</i> Key Club students will participate in the district conference.	9-12	Michael Walling (14) +1	\$6,416	ASB	Strategy #1
BHS	4/24/10 (Sat.)	7:00 am	12:00 midnight	Universal Studios Hollywood Universal City, CA (District)	<i>Music in the Park</i> Students will participate in a music festival.	9-12	John Zambrano (50) +7	\$4,585	ASB	Strategy #1

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EXHIBIT B: Consultants for Assembly Presentation

Site	Date	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
McKinley	5/3/10	8:30 am to 9:30 am	<i>The Chief Motivator</i> Students will receive strategies to build self-confidence and reinforce self-esteem necessary for improved academic performance.	McKinley	Morale International Long Beach, CA	\$500	ASB	Strategy #1

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EXHIBIT C: Consultants for Staff Development

Site	Date	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
Grand Terrace	4/13, 20, 23, & 5/4, 11, 18, 2010	9:00 a.m. to 11:00 a.m.	<i>Learning is M.A.G.I.C.</i> Parent workshop to provide strategies to increase student achievement, attendance and self-esteem.	Grand Terrace	Learning is M.A.G.I.C. Glendale, CA	\$2000	CBET	Strategy #1
Educational Services Division	4-16, 17, 23, 24, 2010 (4 days / Fri. & Sat.)	4:30 p.m. to 9:30 p.m. & 8:30 a.m. to 6:30 p.m.	<i>GATE Certificate Class Instruction and Evaluation</i> Teaching the Gifted and Talented: Recognizing Individual Differences	SDC	Patrick McKee Instructor GATE Certificate Program Redlands, CA	\$2,800.00	GATE	Strategy #1

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EXHIBIT D: Gifts

Site	Donor	Donation/Purpose	Amount
Cooley Ranch Elementary	Kiwanis Kids Club 1000 South Cooley Drive, Colton, CA 92324	Cash for Health Office emergency bag	\$22.36
Cooley Ranch Elementary	Mr. Alejandro Vera 1961 Overland, Colton, CA 92324	Check #696 To replace ball chair	\$31.99
D'Arcy Elementary	Edison International - James Edward Harris P.O.Box 3288, Princeton, NJ 08543-3288	Check #154363 Site discretionary	\$369.45
District Office	James A. Downs, Superintendent c/o 1212 Valencia Drive, Colton, CA 92324-1798	Check #162 Site discretionary	\$140
Grant Elementary	Anthony Cimilluca 19248 Stagecoach Lane, Riverside, CA 92508-7138	Check #145 Cheezy Pizza Grant Night	\$61
Reche Canyon Elementary	T.E.A.M. Coyote, Inc. 3101 Canyon Vista Drive, Colton, CA 92324	Check #1182 and Check #1183 First grade field trip	\$660 \$660
Slover Mt. High School	Grand Terrace Woman's Club 22421 Barton Road #398, Grand Terrace, CA 92313	Scholarship	\$300
Sycamore Hills Elementary School	General Mills Box Tops for Education P.O.Box 200, Young America, MN 55553-0200	Check #000528018 For library books	\$53.28
Terrace Hills Middle School	Wal-Mart Foundation 702 S.W. 8 th Street, Bentonville, AK 72716	Check #1647673 Site discretionary	\$250
Terrace View Elementary	Terrace View P.T.A. 22731 Grand Terrace Rd, Grand Terrace, CA 92313	Check #2638 To help with March intersession	\$5,000
Terrace View Elementary	Edison International – Jacqueline M. Aguilar c/o EIX 00658/00222 – Rialto, Rosemead, CA 91770 P.O. Box 3288, Princeton, NJ 08543-3288	Check #154668 For Mrs. Salas' 3 rd grade class (Alexis Aguilar)	\$50.01
Wilson Elementary	Wildcats PTA 750 South 8 th Street, Colton, CA 92324	Check #1064 Refreshments for Read Across America	\$245
Zimmerman Elementary	James A. Downs, Superintendent c/o 1212 Valencia Drive, Colton, CA 92324-1798	Check #1250 As needed for student/staff incentives	\$100

EXHIBIT E: Personnel Employment

I-A	Certificated – Regular Staff	Subject	Site
	<i>None</i>		
I-B	Certificated – Activity/Coaching Assignments	Position	Site
1.	Isaac, Reid	Golf-HD Varsity	CHS
2.	Kirkland, Elissa	Swimming-HD Varsity	CHS
3.	Matanga, Edmond	Badminton-HD Varsity	CHS
4.	McVey, Kirk	Tennis-Assistant	CHS
5.	Ponce, Armando	Badminton-HD JV	CHS
6.	Pope, Brian	Baseball-HD Frosh/Soph.	CHS
7.	Reh, Michael	Baseball-HD Varsity	CHS
8.	Urban, Richard	Tennis-HD Varsity	CHS
I-C	Certificated – Hourly	Position	Site
	<i>None</i>		
I-D	Certificated – Substitute Teacher		
1.	Amendt, Katy		
2.	Contreras, Monica		
3.	Knippel, John		
II-A	Classified – Regular Staff	Position	Site
1.	Moore, Jerry	Bus Driver	Transportation
2.	Nunez, Yvonne	Bus Driver	Transportation
II-B	Classified – Activity/Coaching Assignments	Position	Site
1.	Campa, Shawn	Baseball-HD JV	CHS
2.	Gomez, Anthony	Softball-HD Frosh/Soph (walk-on)	BHS
3.	Haro, Antonio	Baseball-HD JV	CHS
4.	Laguna, Crispo	Softball-HD JV	CHS
5.	Lopez, Norma	Softball-HD Frosh/Soph (walk-on)	BHS
6.	Montes, Joseph	Softball-HD Varsity	CHS
7.	Ramirez, John	Softball-HD JV (returning walk-on)	BHS
8.	Rodriguez, Ulysses	Baseball-HD JV (walk-on)	BHS
9.	Sanchez, Darlene	Softball-HD JV	CHS
10.	Smalls, Ryan	Track-HD Varsity	CHS
II-C	Classified – Classified Hourly	Position	Site
	<i>None</i>		
II-D	Classified Substitute	Position	
1.	Anthony, Elizabeth	Special Ed Instructional Asst.	
2.	Hiltner, Teresa	General Clerical	
3.	Hughes, Bryan	Special Ed Instructional Asst.	

EXHIBIT F: Conferences

Employee	Title	Site	Conference	Date/Location	Funds
Harold Strauss	Athletic Director	CHS	42 nd Annual State CSADA Conf.	April 22-25, 2010 Reno, NV	ASB/Athletic Fund: \$808.91
Raquel Posadas-Gonzalez	Principal	Zimmerman	California State Title 1 Conf 2010	April 29-30, 2010 Anaheim, CA	Title I Fund: \$904.04
Patty Frost	Principal	Crestmore	California State Title 1 Conf 2010	April 29-30, 2010 Anaheim, CA	Title I Fund: \$817.16
Jennifer Jaime	Director, K-6	D.O/Curriculum	California State Title 1 Conf 2010	April 29-30, 2010 Anaheim, CA	Title I Fund: \$2,071.16
Bertha Arreguin Celia Gonzales	Director Coordinator	Language Assmnt Staff Develop.			
Lisa Lennox	Curriculum Program Spec.	Pupil Personnel Services	WorkAbility Spring Business Meeting and Training	May 3-4, 2010 Santa Barbara, CA	WorkAbility Fund: \$822.65
Desiree Trapp	Teacher	BHS	2010 California Agriculture Teachers Assoc. of Calif.	June 20-24, 2010 San Luis Obispo, CA	Ag Fund: \$1,232.52
Peggy Wahl	Counselor	THMS	Jostens Renaissance National Conference	July 16-18, 2010 Lake Buena Vista, FL	Mandated Cost: \$1,025.19

EXHIBIT G: Student Discipline (9 student discipline and 2 revocations of suspended expulsion)

	<u>Student ID #</u>	
1.	160767	
2.	97314	
3.	138598	
4.	119399	
5.	115617	
6.	149286	
7.	117733	
8.	1031848	
9.	78972	
10.	90712	Revocation of Suspended Expulsion
11.	136766	Revocation of Suspended Expulsion

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BOARD AGENDA

**REGULAR MEETING
April 15, 2010**

CONSENT ITEM

TO: **Board of Education**

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

SUBJECT: **Approval of Student Field Trips**

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #1 – Communication

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

FIELD TRIPS: Regular Meeting April 15, 2010

Site	Date	Depart	Return	Destination	Activity/Background	Grade	Teacher	Cost	Funding	Strategic Plan*
BHS	4/17/10 (Sat)	8:30 a.m.	11:30 p.m.	Western High School (competition) Disneyland (award ceremony) Anaheim, CA (District)	<i>Music in the Park</i> Students will participate in a choir festival & competition.	9-12	Ryan Duckworth Vanessa Duckworth (37) + 1	\$2,807	SLI	Strategy #1
BHS	4/30/10 to 5/2/10 (F/S/S)	7:00 a.m.	6:00 p.m.	Cal Poly-San Luis Obispo San Luis Obispo, CA (District)	<i>FFA State Finals</i> Students will participate in the state FFA leadership conference.	9-12	Desiree Trap (7) + 1	\$981.04	Ag. Incentive Perkins	Strategy #1
Grimes	6/2/10 to 6/3/10 (W/Th)	2:00 p.m.	6:00 p.m.	SeaWorld Adventure Camp San Diego, CA (District)	<i>SeaWorld Adventure Camp</i> As a reward for academic and behavioral success, students will receive a behind-the- scenes educational experience by veterinarians, zoologists, animal trainees, and educators that is aligned with the State Science Standards (Life Sciences).	6	Mark Swanson Johnny Duran Denise Ramirez (85) + 6	\$13,200	Mandated Cost	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
April 15, 2010**

CONSENT ITEM

TO: **Board of Education**

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

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

GOAL: Improved Student Performance

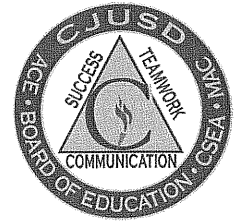
STRATEGIC PLAN: Strategy #1 – Communication

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

CONSULTANTS: Regular Meeting April 15, 2010

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

Colton Joint Unified School District



Consultant Request Proposal

School: Educational Services Division (Staff Development)
Board Approval Date: April 15, 2010
Name of Consultant: Sopris West
Billing Address: 4093 Specialty Place, Longmont, CO 80504
Contact Number: (800) 547-6747
E-mail address: Kris Olyejar [kriso@sopriswest.com]

Consultant Qualifications and Background: Sopris West® is part of the leading educational company focused exclusively on serving the needs of at-risk and special student populations. For more than 30 years, Sopris West has developed educational materials that help raise the achievement level of all students. Committed to evidence-based practices, Sopris West delivers programs and services that are proven effective for struggling students. Other company divisions include Cambium Learning Technologies and Cambium Learning Solutions.

In the Sacramento City Unified School District, the LANGUAGE! Program was implemented and teachers received training. Data from the Long Form of the Multilevel Academic Survey Test (MAST) indicates that students made statistically significant gains at all grades (six, seven, eight and ten). Percentages rank gains ranged from 5.2 points to 8.5 points. Data shows similar results in the following schools and districts who have implemented the LANGUAGE! Program: Vera C. O'Leary Junior High School, in Twin Falls, Idaho, grades 7-9; Elks Grove Unified School District in Sacramento County, grades 7-9; Perris High School District, CA, 9th grade.

List Districts Serviced and Accompanying API Scores for 3 years:

1. Colton Joint Unified School District: Spring 07: 656 Spring 08: 676 Spring 09: 701
2. Hawthorne School District: Spring 07: 729 Spring 08: 750 Spring 09: 765

Purpose: To provide a five-day training to classroom teachers and administrators on the implementation of the Reading program LANGUAGE! Focus on English Learning 4th Edition.

Needs: DAIT identified three high leverage actions necessary to increase student achievement. Provide all students full access to the core curriculum in Reading/English language arts and mathematics. This includes use of placement and monitoring assessment for all high priority students to enter and exit intensive and strategic interventions with extended instructional time as indicated in EPC2 & EPC 8 for 9-12. Staff will receive professional development and coaching support to build effective EL programs that focus on increasing students' language and academic proficiency.

Strategic Plan: Strategy #2 Deliver standards-based curriculum and instruction in English-Language Arts to meet the needs of all students and maximize instructional time.

Evaluation and Monitoring: DAIT will work closely with the Educational Services Division to monitor progress.

Budget: \$12,500 paid out of: Title II

BOARD AGENDA

REGULAR MEETING
April 15, 2010

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Mollie Gainey-Stanley, Assistant Superintendent
Educational Services Division
- SUBJECT:** Approval of Participation in the English Language Acquisition Program (ELAP), Fiscal Year 2010-11
- GOAL:** Improved Student Performance
- STRATEGY:** Strategic Parameter #7 – Fiscal Responsibility
- BACKGROUND:** The State Superintendent of Public Instruction is required to allocate to each participating school district \$100 annually for each English learner in grades four through eight. The purpose of the English Language Acquisition Program (ELAP) funding is to provide supplemental instructional support opportunities for English learners enrolled in those grades. The supplemental opportunities may include tutorial support or any other program to assist students to successfully achieve English proficiency.
- All districts who wish to participate in 2010-11, including districts who are currently participating, are required to file the ELAP Application Form, Fiscal Year 2010-11 with the California Department of Education prior to May 1, 2010.
- BUDGET IMPLICATIONS:** \$222,800 – Estimated General Fund revenue.
- RECOMMENDATION:** That the Board approve participation in the English Language Acquisition Program (ELAP) Program in the Fiscal Year 2010-11.

**ENGLISH LANGUAGE ACQUISITION PROGRAM
APPLICATION FOR FUNDING, FISCAL YEAR 2010–11**

Submission Postmark Deadline: May 1, 2010

Part I: Local Educational Agency Information

Name of local educational agency (LEA) Colton Joint Unified School District

County/District Code 3 6 / 6 7 6 8 6

English Language Acquisition Program (ELAP) Director Name Bertha Arrequin

Title Director, Language Support Services

Telephone Number 9 0 9 - 5 8 0 - 5 0 0 0 x 6551

Fax Number 9 0 9 - 5 5 4 - 1 8 8 1

E-mail Address bertha_arrequin@cjUSD.net

Additional Program Contact Name Mollie Gainey-Stanley

Title Assistant Superintendent, Educational Services Division

E-mail Address mollie_gainey@cjUSD.net

Chief Fiscal Officer of the LEA Jaime R. Ayala

Title Assistant Superintendent, Business Services

E-mail Address jim_ayala@cjUSD.net

Part II: Certification and Signature

English Language Acquisition Program Required Assurances

Pursuant to California *Education Code (EC)* Section 404, local educational agencies (LEAs) that choose to participate must certify that they will do all of the following:

1. Conduct academic assessments of English learners (ELs) to ensure appropriate placement of those pupils. The assessments shall include:
 - (a) Initial assessment of ELs to determine their English proficiency level.

- (b) Ongoing assessment conducted at least annually to ensure accurate placement of ELs, to communicate progress, and to provide formative assessment information to refine the program. Assessment measures shall include, but are not limited to, the state Standardized Testing and Reporting (STAR) program required by *EC* Section 60640, unless a pupil is exempted by law, and the California English Language Development Test (CELDT) developed pursuant to *EC* Section 60810.
2. Provide a program for English language development (ELD) instruction to assist pupils in successfully achieving the ELD standards adopted by the State Board of Education pursuant to *EC* Section 60811. The program shall include structured immersion instruction to be provided for ELs, such as specially designed academic instruction in English and sheltered English strategies, to ensure access by ELs to the core curriculum, unless the LEA has obtained a waiver pursuant to *EC* Section 310.
 3. Provide supplemental instructional support, such as intersession, before- and after-school opportunities, or summer school, to provide ELs with continuing ELD instruction. These opportunities are to supplement the regular school program and may include, but are not limited to, newcomer centers, tutorial support, mentors, or any other program that meets the objectives of the program established pursuant to this chapter. Academic support services needed to provide these opportunities may be funded by this program.
 4. Coordinate services and funding sources available to ELs, including, but not limited to, community-based English tutoring programs established pursuant to Article 4 (commencing with Section 315) of Chapter 3 of Part 1 of the *EC*, programs for at-risk youth, after-school, intersession, and summer school programs, reading programs established pursuant to Section 53050 of the *EC*, and any available federal funds. The LEA shall also certify that it integrates adult community-based tutoring resources with the program established pursuant to this chapter.

Funding allocated pursuant to this chapter shall supplement existing resources supporting language acquisition for ELs in grades four to eight, inclusive.

Acceptance of Conditions

I HEREBY CERTIFY THAT I HAVE READ THE CONDITIONS CONTAINED IN THIS DOCUMENT AND AGREE TO COMPLY WITH ALL REQUIREMENTS AS A CONDITION OF FUNDING.

Name of LEA	<u>Colton Joint Unified School District</u>
Signature of Superintendent or Designee	<u></u>
Printed Name	<u>James A. Downs</u>
Title	<u>Superintendent</u>

BOARD AGENDA

REGULAR MEETING
April 15, 2010

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval of the Memorandum of Understanding and Agreement (C-1002243) with Riverside County Superintendent of Schools for Participation in the RCOE/CSUSB Internship Program (2009-10)

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: The District has received an agreement with Riverside County Superintendent of Schools for participation in the RCOE/CSUSB Internship Program for the term of July 1, 2009 to June 30, 2010. The RCOE/CSUSB Internship Program provides new teachers with training and assistance to support their success in the classroom. This year two teachers are participating.

BUDGET IMPLICATIONS: \$2,000.00 – Increase to restricted General Fund.

RECOMMENDATION: That the Board approve the Memorandum of Understanding and Agreement (C-1002243) with Riverside County Superintendent of Schools for participation in the RCOE/CSUSB Internship Program (2009-10).

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS
3939 Thirteenth Street/P.O. Box 868
Riverside, California 92502

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT
FOR PARTICIPATION IN THE FISCAL YEAR 2009-10
RCOE/CSUSB INTERNSHIP PROGRAM**

This MOU/Agreement, effective **July 1, 2009**, by and between **Riverside County Superintendent of Schools**, the LEA for RCOE/CSUSB Intern Program hereinafter referred to as the "SUPERINTENDENT," and **Colton Joint Unified School District** hereinafter referred to as the "DISTRICT" to implement the CSUSB Multiple and Single Subjects Internship Program within the RIMS (Riverside, Inyo, Mono, and San Bernardino counties) region.

Purpose: The purpose of this MOU/Agreement is to establish a formal working relationship between the parties to this MOU/Agreement: and to set forth the operative conditions, which will govern this partnership. The SUPERINTENDENT and the DISTRICT will form a partnership in providing and coordinating services as part of the Intern Program.

W I T N E S S E T H

1. The DISTRICT agrees to participate in the SUPERINTENDENT'S RCOE/CSUSB Intern Program and receive funding to be used by the DISTRICT for its' participating teachers.

Each Intern participant must submit a consent form to the RCOE/CSUSB Intern Program, be fully eligible to participate in the RCOE/CSUSB Intern Program and the SUPERINTENDENT has received funding from the California Commission on Teacher Credentialing (CCTC) on behalf of the participant teacher. DISTRICT funding is based on the number of fully eligible participants funded by the CCTC.

2. The SUPERINTENDENT agrees to:
 - A. Provide appropriate staff to operate and administer the program.
 - B. SUPERINTENDENT agrees to pay the DISTRICT **\$1,000.00** per participating teacher. A total of **2** teacher(s) employed by the DISTRICT are participating the RCOE/CSUSB Intern Program. The total of this MOU/Agreement shall not to exceed **\$2,000.00** without a prior written consent of the SUPERINTENDENT.
 - C. The funding under this MOU/Agreement shall only be expended for **\$1,000.00** per "Site Coach Stipend" directly related to the RCOE/CSUSB Intern Program participating teacher.

- D. All expenditures accrued by the DISTRICT under the terms of this MOU/Agreement shall be reimbursed by the SUPERINTENDENT upon receipt of DISTRICT invoice(s). All invoices must have a breakdown of how expenditures are expended. All "Site Coach Stipends" invoiced for must include a Site Coach Teacher/Intern match. All invoices(s) must be received **no later than June 15, 2010**. Any invoice(s) received **after June 15, 2010** may not be reimbursed.
- E. Provide program activities such as:
1. RCOE/CSUSB Intern Governance Team meetings
 2. RCOE/CSUSB Intern Program Unit Meetings
 3. Site Coach Trainings*
 4. District Liaison Meetings
 5. Online Blackboard Communications (between Site Coach, Intern, University Supervisor, and program Coordinators)*
- *Includes collaboration between University Supervisor and Site Coach to assist Intern teacher.
- F. Provide RCOE/CSUSB Intern Program services to participating teachers and Site Coach in participating districts.
- G. Establish and maintain accurate records and reports. Maintain a confidential file on each participating teacher, which includes the following:
1. Consent Form for each Intern
 2. Consent Form (Site Coach Agreement) for each Site Coach
- H. Supply to the California Commission on Teacher Credentialing information as requested on all matters related to program requirements and activities.
- I. Convene the Governance Team monthly and District Liaisons quarterly, and develop other administrative processes as provided for in the program description.
- J. Appoint a Coordinator to fulfill the perspective Coordinator roles and responsibilities for the actual numbers of participating teachers in the RCOE/CSUSB Intern Program.
- K. Develop and maintain a budget that allocates amounts sufficient to meet the costs of implementing its program responsibilities as described above.
- L. Provide the district quarterly and year-end expenditure reports of the district's contract balance and maintain all the district's funding documentation required by RCOE/CSUSB Intern Program and the California Commission on Teacher Credentialing.
3. The DISTRICT agrees to:
- A. Appoint a District Liaison to fulfill the District designated District Liaison roles and responsibilities for the actual numbers of participating teachers in the district.
 - B. Support all participating teachers who are eligible for Intern services at California State University, San Bernardino as described by the California Commission on Teacher Credentialing grant guidelines.

- C. Assign a Site Coach to each official CSUSB Intern teacher participating in the RCOE/CSUSB Intern Program. Site Coach match needs to be as close as possible to the CSUSB Intern's grade level, content area, and school site.
 - D. Assist in obtaining each of the following documents required to be submitted to the California Commission on Teacher Credentialing on behalf of the CSUSB Intern which includes:
 - 1. Consent Form for each Intern
 - 2. Consent Form (Site Coach Agreement) for each Site Coach.
 - R. All consent forms are required to be submitted to the RCOE/CSUSB Intern Program according to the schedule set by the SUPERINTENDENT in accordance to the California Commission on Teacher Credentialing calendar.
 - F. Provide appropriate and sufficient information to all site administrators regarding the RCOE/CSUSB Intern Program.
 - G. Provide experienced teachers working as Site Coaches the opportunity to participate in a Site Coach Orientation.
 - H. Provide the opportunity for the District Liaison to attend quarterly District Liaison Meetings facilitated by the RCOE/CSUSB Intern Program.
 - I. Submit invoices with expenditure allocations and all required documentation sought by the RCOE/CSUSB Intern Program in its capacity as LEA of the Alternative Certification - Intern Program.
 - J. Develop and maintain a budget that allocates amounts sufficient to meet the costs of "Site Coach Stipends" as described above. Total funding will be allocated based on the enrollment and participation of Intern eligible teachers in the program.
 - K. Expend income according to the grant's expenditure guidelines.
 - L. Assist the CSUSB Intern, Site Coach, and District Liaison with completion of the "End of the Year Survey/Program Evaluation" required by the California Commission on Teacher Credentialing.
 - M. Provide data to the RCOE/CSUSB Intern Program to complete a mandated "Intern Retention Study" report required by the California Commission on Teacher Credentialing.
4. The term of this MOU/Agreement shall be from **July 1, 2009** to and including **June 30, 2010**.
 5. Contract and monitoring responsibilities for this MOU/Agreement rest with the SUPERINTENDENT.
 6. Any and all products developed by the RCOE/CSUSB Intern Program are the exclusive property of the SUPERINTENDENT.
 7. Employees, staff, and subcontractors of the DISTRICT, as a Co-Sponsor of the RIMS/CSUSB Internship Program, have permission to reproduce and use the products in the RCOE/CSUSB Intern Program execution without the expressed written permission of the SUPERINTENDENT and the RCOE/CSUSB Internship Program. It is prohibited for anyone to copy or use the products of the RCOE/CSUSB Intern Program for profit or any other purpose.

8. The SUPERINTENDENT and the RCOE/CSUSB Intern Program shall have the authority to adapt and adopt materials developed by the RCOE/CSUSB Intern Program for dissemination purposes.
9. It is agreed that the DISTRICT or any employee or agent of the DISTRICT is acting as an independent contractor and not as an agent or employee of the said SUPERINTENDENT.
10. It is agreed that the SUPERINTENDENT will not withhold any Federal or State income tax from payment made pursuant to this contract, but will provide the DISTRICT with a statement of invoiced expenditures at end of each calendar year.
11. The DISTRICT certifies that it is aware of the laws of the State of California requiring employer to be insured against liability for Worker's Compensation and shall comply with such laws during the term of this contract.
12. The parties hereto, and each of them, do hereby mutually agree to indemnify, defend, save, and hold harmless each other, and their respective officers, agents, servants, and employees, of any from any and all liability, claims demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorneys fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this MOU/Agreement by such indemnifying party, or its officers, agents, servants, and employees.
13. Neither this MOU/Agreement nor any duties or obligations under this MOU/Agreement may be assigned by DISTRICT without the prior written consent of the SUPERINTENDENT.
14. The DISTRICT and all of the District's employees or agents shall secure and maintain in force such licenses and permits that are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
15. This MOU/Agreement may only be amended in writing by the mutual consent of the parties hereto.
16. The SUPERINTENDENT may amend the contract to accomplish the below-listed changes:
 - a. Increases in dollar amounts.
 - b. Administrative changes that do not affect the contractual rights of the parties.
 - c. Changes as required by law.

IN WITNESS WHEREOF, the parties hereto have executed this MOU/Agreement on the day and year first above written.

**Riverside County
Superintendent of Schools**

**Colton Joint Unified School District
Attn: Jaime R. Ayala
1212 Valencia Drive
Colton, Ca 92324**

Authorized Signature

Authorized Signature

Date

Date

**ENGLISH LANGUAGE ACQUISITION PROGRAM
APPLICATION FOR FUNDING, FISCAL YEAR 2010–11**

Application Instructions

Part I: Local Educational Agency Information

- Enter the name of the local educational agency (LEA) (school district or county office), county number (two digits), and district code (five digits).
- Enter the name, title, and contact information for the staff member at the LEA who is designated as the program director of the English Language Acquisition Program (ELAP).
- Enter the name, title, and e-mail address of an additional program contact person.
- Enter the name, title, and e-mail address of the LEA's Chief Fiscal Officer (this person may have an alternate title such as Business Manager, Assistant Superintendent of Business Services, or Chief Financial Officer).

Part II: Certification and Signature

As a requirement for funding, the LEA must certify that it will abide by all statutory requirements. To document this certification, the signature of the superintendent or designee must be affixed to Part II of the application.

Mailing

It is the LEA's responsibility to verify that the application has been received by the Language Policy and Leadership Office. Also, we recommend that you use certified mail and keep the receipt to document your mailing date. Late applications may not be funded.

Mail (do not fax) the application to the address below, **postmarked no later than May 1, 2010**, to:

**ELAP Application
Language Policy and Leadership Office
California Department of Education
1430 N Street, Suite 4309
Sacramento, CA 95814-5901**

For assistance with this application, please contact Pamela Lucas, Associate Governmental Program Analyst, Language Policy and Leadership Office, by phone at 916-319-0610 or by e-mail at plucas@cde.ca.gov.

BOARD AGENDA

REGULAR MEETING
April 15, 2010

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval of Memorandum of Understanding Between the Colton Joint Unified School District and the San Bernardino County Superintendent of Schools, Nutrition Program (#10/11-0024) 2010-13

GOAL: Improved Student Performance

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

BACKGROUND: San Bernardino County Superintendent of Schools offers a Nutrition Program that focuses on the prevention of childhood obesity through nutrition education and the promotion of physical activity. A partnership between SBCSS and the CJUSD will provide training opportunities for preschool staff on how to integrate nutrition and physical activity promotion in their classrooms. Nutritional information will be shared with students, parents, and staff that support the well being of each child.

BUDGET IMPLICATIONS: No cost

RECOMMENDATION: That the Board approve the Memorandum of Understanding between the Colton Joint Unified School District and the San Bernardino County Superintendent of Schools, Nutrition Program #10/11-0024 (2010-13).

Memorandum of Agreement
between the
San Bernardino County Superintendent of Schools
and the
Colton Joint Unified School District
October 1, 2010 to September 30, 2013

I. Purpose

This Agreement is submitted on October 1, 2010 by and between the Colton Joint Unified School District, hereinafter referred to as "DISTRICT" and the San Bernardino County Superintendent of Schools, hereinafter referred to as "SBCSS." The purpose of this Agreement is to specify areas of cooperation and coordination between these two agencies and to maintain an effective working relationship as it relates to the promotion of health and nutrition in Supplemental Nutrition Assistance Program (SNAP – formerly Food Stamp Program) eligible populations.

In particular, this Agreement is intended to:

- Enhance the DISTRICT staff's capacity to provide nutrition education to students and parents.
- Increase staff, students' and parents' knowledge of the health benefit of consuming a variety of fruits and vegetables and being active.
- Reduce DISTRICT training costs for staff development in implementing nutrition education and physical activity promotion to students and parents.

II. Background

The SBCSS is a Local Incentive Awardee (LIA) Program of the California Department of Public Health's (CDPH) *Network for a Healthy California (Network)*. LIAs are public agencies that already spend non-federal funds on allowable nutrition education activities serving low-income households. This portion of the budget is referred to as the "State Share." By participating in the *Network's* LIA Program, the public agency demonstrates their existing spending toward the *Network* goals and receives a proportional amount of federal funds, referred to as the "Federal Share," to extend the reach of their existing programs.

Network partners use social marketing techniques to reach large numbers of people. The *Network's* definition of social marketing is pragmatic: it is the application of the commercial marketing mix of advertising, public relations, promotion, and personal sales (education) combined with public health approaches of consumer empowerment, community development, public/private partnerships, media advocacy, and policy, systems and environmental change. The *Network* focuses on five levels of social influence: statewide; community; organizational/institutional; interpersonal; and individual.

III. Term

This Agreement is effective as of October 1, 2010 and expires September 30, 2013 upon approval by the parties. However, either party, upon 60 days written notice, may cancel the Agreement at any time.

IV. SBCSS Responsibilities

SBCSS shall undertake the following activities during the duration of the Agreement term:

- Assign a specific SBCSS staff member to interface with DISTRICT staff in order to facilitate the promotion of nutrition and physical activity to staff, students and parents.
- Train DISTRICT staff on how to integrate nutrition and physical activity promotion in their classroom lessons and activities.
- Provide support for teachers and other DISTRICT staff to integrate nutrition and physical activity promotion in their classrooms including sharing resources for nutrition and physical activity materials.
- When made available by the CDPH, provide nutrition education reinforcement items such as cookbooks, posters, and other items with nutrition messages as part of nutrition education efforts.
- Develop additional support or activities as part of the on-going partnership.
- Coordinate with CDPH Nutrition Education Consultants.
- Assure confidentiality and appropriate use of DISTRICT staff information.

V. DISTRICT Responsibilities

The DISTRICT shall undertake the following activities during the duration of the Agreement term:

- Provide fiscal information to SBCSS, including participating DISTRICT staff names, positions, titles, salary rates and fringe benefit percentage.
- Arrange time for SBCSS staff to obtain individually signed monthly activity logs from all faculty and staff who promote healthy eating and physical activity in the school, consistent with the program scope of work between the SBCSS and the California Department of Public Health (CDPH).
- Assist the SBCSS staff in working with DISTRICT staff and faculty, especially by granting time at faculty meetings to conduct nutrition education or to promote nutrition activity.
- Support any evaluation efforts (such as pre and post tests and surveys) by the SBCSS staff to improve programs and services.
- Support SBCSS staff efforts to improve the nutritional quality of food provided to staff, students and families at the school in the cafeterias, at special events and fundraisers.
- Maintain on-site or at an administrative office, supporting documentation for salaries and fringe benefits for a period of three years and provide, upon request, to SBCSS, the *Network*, or the United States Department of Agriculture (USDA) for review.

VI. Funding Requirements

- This Agreement does not include the reimbursement of funds between the two parties.
- No activities described in this Agreement are funded with federal funds or funds being used to match other federal funds.
- No portion of the described activities use funds which are being counted more than once, or for another State Agency, Local Incentive Awardee (LIA) or for a University of California Cooperative Extension SNAP Education activity during the term of the Agreement.

- None of the activities described in this Agreement supplant existing nutrition education efforts or funding.
- Additional coordination with the State Regional Nutrition Education Coordinators will be required for any school-based programming funded at the state or local levels.

VII. Indemnification

SBCSS hereby agrees to indemnify, defend, and save harmless the DISTRICT and its officers, agents, and employees, to the extent permitted by applicable law, from and against any and all claims and/or losses whatsoever occurring or resulting to any person, firm or corporation for damages, injury, or death incurred by reason of any act or failure to act by SBCSS or SBCSS's officers, agents, and employees in connection with the performance of this Agreement.

The DISTRICT hereby agrees to indemnify, defend and save harmless SBCSS and its officers, agents and employees, to the extent permitted by applicable law, from and against any and all claims and/or losses whatsoever occurring or resulting to any person, firm or corporation for damages, injury, or death incurred by reason of any act or failure to act by the DISTRICT or the DISTRICT's officers, agents and employees in connection with the performance of this Agreement.

VIII. Record Retention

SBCSS and the DISTRICT must maintain all records supporting the MOA and related activities for three years after the end of the contract term. Additionally, SBCSS and the DISTRICT agree to make all records relating to the contract available upon request by SBCSS, the Network, and/or USDA.

IX. EFFECTIVE DATE AND SIGNATURE

The below signed certify that they have read and understood the nature and scope of this Agreement and support it in its entirety. The parties indicate their agreement by their signatures.

IN WITNESS WHEREOF, SBCSS and DISTRICT have executed this Agreement as of the day and year last written below.

SBCSS:

By: Mary Jane Andersen 3-25-2010
 Mary Jane Andersen Date
 Program Manager

DISTRICT: COLTON JOINT UNIFIED SCHOOL DISTRICT

By: _____ Date _____
 (Name & title of Signatory)

BOARD AGENDA

REGULAR MEETING
April 15, 2010

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval of the Course Description for Pre-Algebra, Grades 9-10
(Beginning June 2010)

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #2 – Curriculum
Strategy #3 – Decision-making

BACKGROUND: Following a review of the secondary mathematics program conducted by administrators, counselors and mathematics teachers, it was recommended that a Pre-Algebra course be offered in grades nine and ten to address the needs of those students who did not have the prerequisite skills to be successful in Algebra I.

The course description and textbooks were reviewed by Secondary Curriculum Council at the April 13, 2010 meeting.

Algebra Readiness
Volume 1, 2, 3, and 4 – Holt, Rinehart, and Winston (2008)

BUDGET

IMPLICATIONS: The textbooks will be purchased with IMFRP funds.

RECOMMENDATION: That the Board approve the course description for Pre-Algebra, Grades 9-10 (Beginning June 2010).

High School Course Description for **Pre-Algebra**

Course Title: Pre-Algebra**Curricular Area:** Mathematics**Course Number:** XXX**Length:** One Year**Grade Level:** 9-10**Prerequisites:** none**Meets a UC a-g Requirement:** no**Meets NCAA Requirement:** no**Meets High School Graduation Requirement for:** Mathematics

Course Description

The goal of Pre-Algebra is to develop fluency with rational numbers and proportional relationships. Students will extend their elementary skills and begin to learn algebra concepts that serve as a transition into formal Algebra and Geometry. Students will learn to think flexibly about relationships among fractions, decimals, and percents. Students will learn to recognize and generate equivalent expressions and solve single-variable equations and inequalities. Students will investigate and explore mathematical ideas and develop multiple strategies for analyzing complex situations. Students will analyze situations verbally, numerically, graphically, and symbolically. Students will apply mathematical skills and make meaningful connections to life's experiences.

CAHSEE Standards will be emphasized to prepare students for success in this high stakes test.

Alignment

This course is aligned to the Mathematics California Content Standards for Grades 2 through 7.

Instructional Materials:

Textbook: Holt CA Algebra Readiness

Vol. 1: ISBN-13: 978-0-03-095800-7

resource:ISBN-13: 978-0-03-095854-0

Vol. 2: ISBN-13: 978-0-03-095801-4

Vol. 3: ISBN-13: 978-0-03-095802-1

Vol. 4: ISBN-13: 978-0-03-095803-8

Teacher's Ed.: ISBN-13: 978-0-03-0945007

Supplementals:

Intervention

Assessment Resource:ISBN-13: 978-0-03-095853-3

CA Fast Forward Kit: ISBN-13: 978-0-153-66907-1

Online Text & Tools: ISBN-13: 978-0-03-099255-1

Exit Criteria

<u>Activities</u>	<u>Percentage</u>
Homework and Participation	40%
Tests and Quizzes	40%
Final Examination.....	<u>20%</u>
Total:	100%

Development Team: Francisco Villegas, Roxanne Berch

Units Guides for **Pre-Algebra**

Standards:

Grade Two

Number Sense

1.0 Students understand the relationship between numbers, quantities, and place value in whole numbers up to 1,000:

- 1.1 Count, read, and write whole numbers to 1,000 and identify the place value for each digit.
- 1.2 Use words, models, and expanded forms (e.g., $45 = 4 \text{ tens} + 5$) to represent numbers (to 1,000).
- 1.3 Order and compare whole numbers to 1,000 by using the symbols $<$, $=$, $>$.

2.0 Students estimate, calculate, and solve problems involving addition and subtraction of two-and three-digit numbers:

- 2.1 Understand and use the inverse relationship between addition and subtraction (e.g., an opposite number sentence for $8 + 6 = 14$ is $14 - 6 = 8$) to solve problems and check solutions.
- 2.2 Find the sum or difference of two whole numbers up to three digits long.
- 2.3 Use mental arithmetic to find the sum or difference of two two-digit numbers.

3.0 Students model and solve simple problems involving multiplication and division:

- 3.1 Use repeated addition, arrays, and counting by multiples to do multiplication.
- 3.2 Use repeated subtraction, equal sharing, and forming equal groups with remainders to do division.
- 3.3 Know the multiplication tables of 2s, 5s, and 10s (to "times 10") and commit them to memory.

Grade Three

Number Sense

2.0 Students calculate and solve problems involving addition, subtraction, multiplication, and division:

- 2.1 Find the sum or difference of two whole numbers between 0 and 10,000.
- 2.2 Memorize to automaticity the multiplication table for numbers between 1 and 10.
- 2.3 Use the inverse relationship of multiplication and division to compute and check results.
- 2.4 Solve simple problems involving multiplication of multidigit numbers by one-digit numbers ($3,671 \times 3 = \underline{\quad}$).
- 2.5 Solve division problems in which a multidigit number is evenly divided by a one-digit number ($135 \div 5 = \underline{\quad}$).
- 2.6 Understand the special properties of 0 and 1 in multiplication and division.
- 2.7 Determine the unit cost when given the total cost and number of units.
- 2.8 Solve problems that require two or more of the skills mentioned above.

Units Guides for Pre-Algebra

3.0 Students understand the relationship between whole numbers, simple fractions, and decimals:

3.1 Compare fractions represented by drawings or concrete materials to show equivalency and to add and subtract simple fractions in context (e.g., $1/2$ of a pizza is the same amount as $2/4$ of another pizza that is the same size; show that $3/8$ is larger than $1/4$).

3.2 Add and subtract simple fractions (e.g., determine that $1/8 + 3/8$ is the same as $1/2$).

3.3 Solve problems involving addition, subtraction, multiplication, and division of money amounts in decimal notation and multiply and divide money amounts in decimal notation by using whole-number multipliers and divisors.

3.4 Know and understand that fractions and decimals are two different representations of the same concept (e.g., 50 cents is $1/2$ of a dollar, 75 cents is $3/4$ of a dollar).

Grade Four

Number Sense

2.0 Students extend their use and understanding of whole numbers to the addition and subtraction of simple decimals:

2.1 Estimate and compute the sum or difference of whole numbers and positive decimals to two places.

2.2 Round two-place decimals to one decimal or the nearest whole number and judge the reasonableness of the rounded answer.

3.0 Students solve problems involving addition, subtraction, multiplication, and division of whole numbers and understand the relationships among the operations:

3.1 Demonstrate an understanding of, and the ability to use, standard algorithms for the addition and subtraction of multi digit numbers.

3.2 Demonstrate an understanding of, and the ability to use, standard algorithms for multiplying a multi digit number by a two-digit number and for dividing a multi digit number by a one-digit number; use relationships between them to simplify computations and to check results.

3.3 Solve problems involving multiplication of multi digit numbers by two-digit numbers.

3.4 Solve problems involving division of multi digit numbers by one-digit numbers.

4.0 Students know how to factor small whole numbers:

4.1 Understand that many whole numbers break down in different ways (e.g., $12 = 4 \times 3 = 2 \times 6 = 2 \times 2 \times 3$).

4.2 Know that numbers such as 2, 3, 5, 7, and 11 do not have any factors except 1 and themselves and that such numbers are called prime numbers.

Grade Five

Number Sense

1.0 Students compute with very large and very small numbers, positive integers, decimals, and fractions and understand the relationship between decimals, fractions, and percents. They understand the relative magnitudes of numbers:

Units Guides for Pre-Algebra

1.1 Estimate, round, and manipulate very large (e.g., millions) and very small (e.g., thousandths) numbers.

1.2 Interpret percents as a part of a hundred; find decimal and percent equivalents for common fractions and explain why they represent the same value; compute a given percent of a whole number.

1.3 Understand and compute positive integer powers of nonnegative integers; compute examples as repeated multiplication.

1.4 Determine the prime factors of all numbers through 50 and write the numbers as the product of their prime factors by using exponents to show multiples of a factor (e.g., $24 = 2 \times 2 \times 2 \times 3 = 2^3 \times 3$).

1.5 Identify and represent on a number line decimals, fractions, mixed numbers, and positive and negative integers.

2.0 Students perform calculations and solve problems involving addition, subtraction, and simple multiplication and division of fractions and decimals:

2.1 Add, subtract, multiply, and divide with decimals; add with negative integers; subtract positive integers from negative integers; and verify the reasonableness of the results.

2.2 Demonstrate proficiency with division, including division with positive decimals and long division with multidigit divisors.

2.3 Solve simple problems, including ones arising in concrete situations, involving the addition and subtraction of fractions and mixed numbers (like and unlike denominators of 20 or less), and express answers in the simplest form.

2.4 Understand the concept of multiplication and division of fractions.

2.5 Compute and perform simple multiplication and division of fractions and apply these procedures to solving problems.

Grade Six

Number Sense

2.0 Students calculate and solve problems involving addition, subtraction, multiplication, and division:

2.1 Solve problems involving addition, subtraction, multiplication, and division of positive fractions and explain why a particular operation was used for a given situation.

2.2 Explain the meaning of multiplication and division of positive fractions and perform the calculations (e.g., $5/8 \div 15/16 = 5/8 \times 16/15 = 2/3$).

2.3 Solve addition, subtraction, multiplication, and division problems, including those arising in concrete situations, that use positive and negative integers and combinations of these operations.

2.4 Determine the least common multiple and the greatest common divisor of whole numbers; use them to solve problems with fractions (e.g., to find a common denominator to add two fractions or to find the reduced form for a fraction).

Algebra and Functions

1.0 Students write verbal expressions and sentences as algebraic expressions and equations; they evaluate algebraic expressions, solve simple linear equations, and graph and interpret their results:

Units Guides for Pre-Algebra

- 1.1 Write and solve one-step linear equations in one variable.
- 1.2 Write and evaluate an algebraic expression for a given situation, using up to three variables.
- 1.3 Apply algebraic order of operations and the commutative, associative, and distributive properties to evaluate expressions; and justify each step in the process.
- 1.4 Solve problems manually by using the correct order of operations or by using a scientific calculator.

Grade Seven

Number Sense

2.0 Students use exponents, powers, and roots and use exponents in working with fractions:

- 2.1 Understand negative whole-number exponents. Multiply and divide expressions involving exponents with a common base.
- 2.2 Add and subtract fractions by using factoring to find common denominators.
- 2.3 Multiply, divide, and simplify rational numbers by using exponent rules.
- 2.4 Use the inverse relationship between raising to a power and extracting the root of a perfect square integer; for an integer that is not square, determine without a calculator the two integers between which its square root lies and explain why.
- 2.5 Understand the meaning of the absolute value of a number; interpret the absolute value as the distance of the number from zero on a number line; and determine the absolute value of real numbers

Algebra and Functions

1.0 Students express quantitative relationships by using algebraic terminology, expressions, equations, inequalities, and graphs:

- 1.1 Use variables and appropriate operations to write an expression, an equation, an inequality, or a system of equations or inequalities that represents a verbal description (e.g., three less than a number, half as large as area A).
- 1.2 Use the correct order of operations to evaluate algebraic expressions such as $3(2x + 5)^2$.
- 1.3 Simplify numerical expressions by applying properties of rational numbers (e.g., identity, inverse, distributive, associative, commutative) and justify the process used.
- 1.4 Use algebraic terminology (e.g., variable, equation, term, coefficient, inequality, expression, constant) correctly.
- 1.5 Represent quantitative relationships graphically and interpret the meaning of a specific part of a graph in the situation represented by the graph.

2.0 Students interpret and evaluate expressions involving integer powers and simple roots:

- 2.1 Interpret positive whole-number powers as repeated multiplication and negative whole-number powers as repeated division or multiplication by the multiplicative inverse. Simplify and evaluate expressions that include exponents.

Units Guides for **Pre-Algebra**

2.2 Multiply and divide monomials; extend the process of taking powers and extracting roots to monomials when the latter results in a monomial with an integer exponent.

First Quarter

Whole Numbers

Weeks 1-9

- Lesson 0-1 Whole Number Place Value
- Lesson 0-2 Properties of Whole Numbers
- Lesson 0-3 Estimate Whole Numbers
- Lesson 0-4 Add and Subtract Whole Numbers
- Lesson 0-5 Multiply and Divide Whole Numbers
- Lesson 0-6 Solve Problems with Whole Numbers

Variables and Expressions

- Lesson 1-1 Variables and Expressions
- Lesson 1-2 Write and Expression
- Lesson 1-3 Order of Operations

Solve Equations

- Lesson 2-1 Model Equations
- Lesson 2-2 Solve Subtraction Equations
- Lesson 2-3 Solve Multiplication Equations
- Lesson 2-4 Solve Division Equations

Adding and Subtracting Decimals

- Lesson 3-1 Decimal Place Value
- Lesson 3-2 Compare and Order Decimals
- Lesson 3-3 Estimate Decimals
- Lesson 3-4 Add and Subtract Decimals Using a Place Value Chart
- Lesson 3-5 Add and Subtract Decimals

Multiply and Divide Decimals

Units Guides for **Pre-Algebra**

- Lesson 4-1 Multiply Decimal Multiplication and Division
- Lesson 4-2 Divide Decimals by Whole Numbers
- Lesson 4-3 Divide by Decimals
- Lesson 4-4 Evaluate and Write Decimal Expressions
- Lesson 4-5 Solve Decimal Equations
- Lesson 4-6 Problem Solving with Decimals

Second Quarter

Factor and Powers

Weeks 10-18

- Lesson 5-1 Whole Number Powers
- Lesson 5-2 Divisibility
- Lesson 5-3 Prime Factorization Using Exponents
- Lesson 5-4 LCM and GCD

Understand Fractions

- Lesson 6-1 Find Equivalent Fractions
- Lesson 6-2 Compare and Order Fractions
- Lesson 6-3 Understand Mixed Numbers
- Lesson 6-4 Convert decimals to Fractions
- Lesson 6-5 Convert Fractions to Decimals

Add and Subtract Fractions

- Lesson 7-1 Add and Subtract Fractions with Like Denominators
- Lesson 7-2 Estimate Fraction Sums and Differences
- Lesson 7-3 Add and Subtract Fractions with Unlike Denominators

Add and Subtract Mixed Numbers

- Lesson 8-1 Add and Subtract Mixed Numbers
- Lesson 8-2 Regroup to Subtract Mixed Numbers
- Lesson 8-3 Solve Problems with Adding and Subtracting Mixed Numbers

Multiply and Divide Fractions and Mixed Numbers

- Lesson 9-1 Multiply Fractions by Whole Numbers
- Lesson 9-2 Multiply Fractions
- Lesson 9-3 Multiply Mixed Numbers
- Lesson 9-4 Divide Fractions and Mixed Numbers
- Lesson 9-5 Solve Equations with Fractions
- Lesson 9-6 Solve Problems with Multiplying and Dividing Fractions

Third Quarter

Ratio, Rate, and Proportion

Weeks 19-27

- Lesson 10-1 Ratios and Rate
- Lesson 10-2 Cross Products

Units Guides for **Pre-Algebra**

Lesson 10-3 Solve Problems Using Proportions

Lesson 10-4 Similar Figures

Understanding Percents

Lesson 12-1 Meaning of Percent

Lesson 12-2 Percents, Decimals, and Fractions

Lesson 12-3 Estimate with Percents

Add and Subtract Integers

Lesson 14-1 Understand Integers

Lesson 14-2 Compare and Order Integers

Lesson 14-3 Add Integers Using a Number Line

Lesson 14-4 Add Integers Using Absolute Value

Lesson 14-5 Subtract Integers Using a Number Line

Lesson 14-6 Subtract Integers by Adding Opposites

Multiply and Divide Integers

Lesson 15-1 Multiply Integers

Lesson 15-2 Divide Integers

Lesson 15-3 Evaluate and Simplify Integer Expressions

Lesson 15-4 Solve Integer Equations

Lesson 15-5 Solve Problems with Integers

Solve Inequalities

Lesson 16-1 Solve and Graph Inequalities

Lesson 16-2 Write Inequalities

Lesson 16-3 Compound Inequalities

Fourth Quarter

Two-Step Equations

Weeks 28-36

Lesson 17-1 Solve Two-Step Equations

Lesson 17-2 Solve Multi-Step Equations

Lesson 17-3 Solve Two-Step Inequalities

Functions

Lesson 18-1 Understand Functions

Lesson 18-2 Understand the Coordinate Plane

Lesson 18-3 Graph Functions

Lesson 18-4 Understand Slope

Lesson 18-5 Applications of Slope

Lesson 18-6 Write Linear Equations

Square Roots and the Pythagorean Theorem

Lesson 19-1 Understand Square Roots

Lesson 19-2 Estimate Square Roots

Lesson 19-3 Real Numbers

Lesson 19-4 Understand the Pythagorean Theorem

Exponents

Lesson 20-1 Negative Exponents

Lesson 20-2 Properties of Exponents

Units Guides for **Pre-Algebra**

Lesson 20-3 Simplify Expressions Involving Exponents

Foundations of Algebra

- Lesson 21-1 Understand Opposites and Reciprocals
- Lesson 21-2 Understand Taking a Root and Fractional Exponents
- Lesson 21-3 Use Rules of Exponents
- Lesson 21-4 Simplify Expressions
- Lesson 21-5 Solve Multi-Step Problems

Using Percents (if time permits)

- Lesson 13-1 Find the Percent of a Number
- Lesson 13-2 Percent Increase and Decrease
- Lesson 13-3 Solving Discount Problems
- Lesson 13-4 Applications of Percent

Support for English Language Learners:

Teachers will supplement with universal access materials from SB-472 training, including word walls, visual aids, and graphic organizers. SDAIE strategies will be employed based on individual student need.

Support for Special Education Students:

Teachers will supplement with universal access materials from SB-472 training, including word walls, visual aids, and graphic organizers. Scaffolding strategies will be employed based on individual student need and goals set forth in the IEP.

Stretching the Lesson for GATE Students:

Lessons can be stretched by adding additional tasks to assignments or creating advanced level projects.

BOARD AGENDA

**REGULAR MEETING
April 15, 2010**

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Acceptance of Gifts

GOAL: Community Relations

STRATEGIC PLAN: Strategy #6 – Character

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

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

BOARD AGENDA

**REGULAR MEETING
April 15, 2010**

CONSENT ITEM

TO: **Board of Education**

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

GOAL: **Human Resources Development**

SUBJECT: **Approval to Pay Retiree Dinner Costs**

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: The 28th Annual Retirement and Longevity Banquet will be held on May 14, 2010, at The National Orange Show Renaissance Room, San Bernardino. The district honors retiring employees and employees with longevity service. Board Policy #4156.2, 4256.2, 4356.2 and Education Code Section 44015 permits the district to recognize the service of these retired employees by paying dinner costs.

**BUDGET
IMPLICATIONS:** Total cost includes retirees at \$40.00 each to be paid from the general fund. Not to exceed \$5,000.

RECOMMENDATION: That the Board approve payment for the retiree dinner costs, as presented.

BOARD AGENDA

REGULAR MEETING

April 15, 2010

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Personnel Employment

GOAL: Human Resources Development

STRATEGIC PLAN: Strategy #1 – Communication

I-A Certificated – Regular Staff

1. Vasquez, Nancy State Preschool Teacher - Wilson

I-B Certificated – Activity/Coaching Assignments

1. Conner, Thomas Football-HD Spring - BHS
2. Stuckey, Jeffrey Football-Asst. Spring - BHS

I-C Certificated – Hourly – None

I-D Certificated – Substitute Teacher

1. Adeniji, John
2. Ben, Cynthia
3. Blumenthal, Kyle
4. Clarendon, Hillary
5. Escobar, Crystal
6. Hlebasko, Randolph
7. Quezada, Adriana
8. Raymond, Lerina
9. Raymond, Terina
10. Rodriguez, Jason
11. Rossano, Richard
12. Smith, Janae

II-A Classified – Regular Staff

1. Cruz, Erica Nutrition Svcs. Wrkr. I – ROHMS
2. Darr, Paul Library/Media Tech I - Crestmore

II-B Classified – Activity/Coaching Assignments

1. Blanche, Samuel Football-Asst. Spring – BHS
2. Castro, Angel Football-Asst. Spring – BHS
3. Contreras, Carlos Baseball-HD JV – CHS
4. Powell, Kevin Track-HD Varsity – CHS

II-C Classified – Hourly

1. Hamilton, Candice Sub Special Ed Inst. Asst.
2. Morales, Valerie Sub Special Ed Inst. Asst.
3. Perez, Christine Sub Bus Driver
4. Scully, Jodi Noon Aide – Reche Canyon

II-D Classified – Substitute - None

RECOMMENDATION: That the Board approve personnel employment as presented.

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

B-1

BOARD AGENDA

REGULAR MEETING

April 15, 2010

ACTION ITEM

TO: **Board of Education**

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

SUBJECT: **Approval of Conference Attendance**

GOAL: Human Resources Development

STRATEGIC PLAN: Strategy #1 – Communication

Calvin Kelso – BHS NJROTC Instructor	NJROTC Area 11 In-Service Training May 3-7, 2010 Las Vegas, NV No Cost to the District
--	---

Marge Mendoza-Ware- Supt’s Office Board Member	CSBA Legislative Action Conf. May 23-24, 2010 Sacramento, CA Board funds: \$1,294.07
--	---

Todd Beal – SSC/Admin. Svcs. Director Amelia Villalpando CWA & Attnd. Tech. Alicia Martinez Community Liaison	Spring Homeless Conference May 26-28, 2010 San Diego, CA Homeless funds: \$1,571.52
---	--

Kristi Richardson – Slover Mtn. Principal	Principals’ Partnership 2010 Summer Leadership Institute July 11-14, 2010 Palm Desert, CA No Cost to the District
---	---

Bryan Bennecke – DO/PPS Psychologist Priya Morlock Curriculum Program Specialist	DIBELS-Essential and Mentoring Training Institute July 12-15, 2010 Eugene, OR Title II funds: \$6,110.04
--	--

Total: \$8,975.63

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
April 15, 2010

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Shared Contract for 2010-2011 School Year

GOAL: Human Resources Development

STRATEGIC PLAN: Strategy #1 – Communication

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

1. Christine Rigby/Jessica Smith	Cooley Ranch
2. Connie Brown/Kristine Johnson	D’Arcy
3. Caroline Garberoglio/Sara Avila-Dement	Grand Terrace
4. Melanie Carlson/Rochelle Robinson	Lewis
5. Amy Kowalski/Krista McGhee	Grand Terrace

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

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

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

RECOMMENDATION: That the Board approve the request for a shared teaching contract between the teachers listed above for the 2010-2011 school year under *Article 20: Shared Contract Employment* of the current ACE Agreement.

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

BOARD AGENDA

**REGULAR MEETING
April 15, 2010**

ACTION ITEM

TO: **Board of Education**

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

SUBJECT: **Approval of Purchase Orders**

GOAL: **Student Performance / Personnel Development**

STRATEGIC PLAN: Strategy #1 – Communication

RECOMMENDATION: That the Board approve Purchase Orders in excess of \$10,000 for a total of \$207,354.60 as listed.

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

Attachment to Board Agenda

<u>P.O.</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>RESOURCE CODE*</u>	<u>AMOUNT</u>
013713	Learning Plus Associates	Inst. Matls./Zimmerman	3010	\$16,957.52
013781	Spectrum Communications	Tech. Equip./J. Vista	0110	\$12,992.29
013782	Spectrum Communications	Tech. Equip./Crestmore	0110	\$13,246.14
013783	Spectrum Communications	Tech. Equip./D'Arcy	0110	\$12,710.16
013765	Pearson Curriculum Group	Txtbks./D'Arcy	0356	\$10,588.33
013767	Pearson Curriculum Group	Txtbks./Crestmore	0356	\$15,174.54
013821	Link Line Communications	Computers/ Various Sites	4045	\$56,366.10
013847	Spectrum Communications	Tech. Equip./Rogers	0110	\$12,623.07
013848	Spectrum Communications	Tech. Equip./Wilson	0110	\$12,376.88
013849	Spectrum Communications	Tech. Equip./Birney	0110	\$12,623.07
013856	Houghton Mifflin	Inst. Matls./Crestmore	7090	\$19,883.25
013948	Learning Plus Associates	Inst. Matls./Zimmerman	3010	\$11,813.25
TOTAL				\$207,354.60

***LEGEND**

0000	Revenue Limit/Unrestricted	3322	ARRA Idea Pt B, Early Intervnt
0001	Child Dev. Facilities	3324	ARRA Idea Pt B, Sec 611 Preschool
0100	Microsoft Voucher Prg-Schools	3340	Sp Ed-Idea In-service Training
0105	Microsoft Voucher Prg-Other	3345	Sp Ed-Idea Preschool Staff Dev.
0356	RS7156 IMFRP	3550	Voc. Prgs – Voc & Appl Secondary & Ad
0110	E-Rate Technology Program	3710	NCLB: Title IV, Pt A Drug Free
0115	Best Practices Cohort	4035	NCLB: Title II Part A
0305	RS6405 School Safety & Violence Prv	4036	NCLB: Title II, Part A Prin Trn
0325	RS7325 Staff Dev. Admin Training	4045	NCLB: Title II Part D
0330	RS2430 Community Day School	4203	NCLB: Title III LEP Student Prg.
0340	RS7140 GATE	5035	CD -Block Grant – 25% Qlity/Discrtn
0350	RS6350 CRY-ROP	5080	CD-Dep. Care-Pub Law-Chld Care
0355	RS7055 CASHEE Intensive Inst.	5095	CD Infant/Toddler Capacity Bldg
0356	RS7156 IMFRP	5210	Head Start
0360	RS6760 Arts & Music BG	5310	Child Nutrition-School Program
0367	RS6267 NB Certification	5315	Child Nutrition: ARRA Equip
0370	RS7294 Staff Dev: Math 7 Read SB472	5630	NCLB: Title X Mck-Vnto Homeless
0371	RS7271 PAR	5640	Medi-Cal Billing Option
0380	RS7080 7-12 Counselors	5850	Smaller Learning Community
0385	RS6285 CBET	6010	After School Ed & Safety (Ases)
0390	RS7390 AB825 Pupil Retention BG	6055	Child Care & Dev – State Preschool
0391	RS6091 CAL-SAFE Supp Svs	6060	Child Care and Dev. – Alt Payment Prg.
0392	RS6092 CAL-SAFE Child Care	6130	Child Care Center-Based Reserve
0393	RS7393 AB825 Staff Dev BG	6275	Teacher Recruitment & Retention
0394	RS7394 AB825 Targeted Inst. Imp	6286	English Lang. Learning Train
0395	RS7395 AB825 School & Lib Imp BG	6300	Lottery: Instructional Matl
0396	RS7396 School Site Disc Block Grant	6360	ROP/C-Handicapped Pupils
0750	Mandated Costs Incentive	6405	School Violence – School Safety
0790	Donations, Misc.	6500	Special Ed.
1100	State Lottery Revenue	6520	Sp Ed-Project Workability
1300	Class Size Reduction K-3	6530	Sp Ed-Low Incidence
3010	NCLB: Title 1, Pt A Grant Low Inc.	6535	Sp Ed Personnel Development
3011	NCLB: ARRA Title I, Pt A Basic	6660	CIG/TBCO PDTS SRTX Fnd-Entl Gr
3025	NCLB: Title 1, Pt D SBPRT2 N&D	7010	Agricultural Vocational Ed.
3185	NCLB: Title 1, Pt A, PI Corr Action	7090	Economic Impact Aid-SCE
3200	St Fi St Fiscal StabilZtn Fund (ARRA)	7091	Economic Impact Aid-LEP
3310	Sp Ed-Idea Bas Grant Entl	7230	Transport – Home to School
3311	Sp Ed-Idea B, Sec611, Private Schools	7240	Transpiration Spec. Ed.
3313	ARRA Idea Pt B, Sec611 Local	7400	QEIA-Quality Educ. Investment Act
3314	ARRA Idea Pt B,Sec611 Private Schools	8150	RMA-Ongoing Major Maint.
3315	Sp Ed-Idea Preschool Entl Non Ris	9005	Medic-Cal Admin. Activities (MAA)
3319	ARA Idea Pt B, Sec 619 Preschool	9010	Other Local
3320	Sp Ed-Idea Preschool Loc Entl Ris	9015	APIP (Advanced Placement Incentv Prg)

BOARD AGENDA

**REGULAR MEETING
April 15, 2010**

ACTION ITEM

TO: **Board of Education**

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

SUBJECT: **Approval of Disbursements**

GOAL: Budget Planning

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

RECOMMENDATION: That the Board approve disbursements paid as listed, from Batch #1299 through Batch #1402 for the sum of **\$4,050,912.88**.

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

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

BOARD AGENDA

**REGULAR MEETING
April 15, 2010**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Adoption of Resolution No. 10-09 Authorizing Signatories for State School Facilities Program, Documentation, and CEQA Officers

GOAL: Facilities/Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: Resolution No. 10-09 authorizes James A. Downs, Superintendent, Jaime R. Ayala, Assistant Superintendent, Business Services Division, and Alice H. Grundman, Director, Facilities Planning & Construction as authorized signatories for documentation related to the State School Facilities Program for:

- Project applications
- Acting as liaisons with the State Allocation Board
- Designated CEQA officers for school projects

This Resolution also confirms that James A. Downs, Superintendent and Jaime R. Ayala, Assistant Superintendent, Business Services Division are the designees of the board to sign documentation related to the State School Facilities Program that have been approved by the board.

BUDGET IMPLICATIONS: None

RECOMMENDATION: That the Board adopt Resolution No. 10-09 authorizing signatories for State School Facilities Program, documentation, and CEQA officers.

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

**COLTON JOINT UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 10-09**

**AUTHORIZED SIGNATORIES FOR STATE SCHOOL
FACILITIES PROGRAM – PROJECT DOCUMENTATION**

WHEREAS, the above-named school district or County Superintendent of Schools qualifying pursuant to Section 2553 of the Education Code, hereinafter referred to as the “District” is applying to the State Allocation Board for new construction and modernization through the State School Facilities Program pursuant to Chapter 12.5, part 10, of the Education Code, for needed school facilities, and for such purpose, is authorizing certain required actions in connection with said applications;

NOW, THEREFORE, BE IT RESOLVED BY the Board of Education. The Governing Body of said District, as follows:

1. That James A. Downs, Superintendent, Jaime R. Ayala, Assistant Superintendent, Business Services Division, Alice H. Grundman, Director, Facilities Planning and Construction, are hereby designated as District representatives and are hereby authorized and directed to file, on behalf of the District, applications with the State Allocation Board under Chapter 12.5, part 10, of the Education Code, as the President/Chairperson and Secretary/Clerk of the Governing Body may certify as provided herein;
 2. That said District Representatives are authorized to furnish and certify to the State Allocation Board such information as may be required and are further authorized to act as liaison between the State Allocation Board and the school district in its capacity as agent of the State Allocation Board for the purposes of the projects.
 3. That James A. Downs, Superintendent, Jaime R. Ayala, Assistant Superintendent, Business Services Division, Alice H. Grundman, Director, Facilities Planning and Construction are hereby designated as CEQA Officers of the District for the purpose of meeting the requirements of the California Environmental Quality Act as it may apply to any School Facilities Program projects of the District.
 4. That James A. Downs, Superintendent, Jaime R. Ayala, Assistant Superintendent, Business Services Division, are hereby designated authorized signatories for contracts, and change orders that have been approved by the Governing Body of the District.
-

PASSED AND ADOPTED at a regular meeting of the Board of Education of the Colton Joint Unified School District on the 15th day of April, 2010.

Ayes:
Noes:
Absent:
Abstain:

Date

David R. Zamora, Clerk
Board of Education

BOARD AGENDA

**REGULAR MEETING
April 15, 2010**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Adoption of Resolution 10-14, for 2010-11 Temporary Borrowing from the County of San Bernardino Auditor/Controller-Recorder's Office

GOAL: Budget Planning

STRATEGIC PLAN: Strategy #1 – Communications

BACKGROUND: Article XVI, Section 6, of the California Constitution and Education Code Section 42620 allows for temporary borrowing of cash from county treasury whenever any school district does not have sufficient money to meet current obligations. Constitutional Advances can be obtained for up to 85% of the prior year property tax proceeds to the General Fund and must be repaid on or before May 1st.

At this time the Board is being asked to adopt a resolution to temporarily borrow cash from the County of San Bernardino Auditor/Controller-Recorder's Office for 2010-11 as a precautionary measure in the event the district's cash balance is insufficient to meet current expenditures.

BUDGET IMPLICATIONS: Negative cash balance will result in a smaller interest income. No fees are assessed.

RECOMMENDATION: That the Board adopt Resolution 10-14, for 2010-11 temporary borrowing from the County of San Bernardino Auditor/Controller-Recorder's Office

ACTION: On motion of Board Member _____ and _____, the Board adopted the Resolution 10-14 as presented.

RESOLUTION 10-14
CASH BORROWING RESOLUTION

Temporary Cash Transfer from the County of San Bernardino Auditor/Controller-Recorder's Office
April 15, 2010

WHEREAS, sufficient cash is needed to pay obligations for the current operating requirements lawfully incurred in the fiscal years, and;

WHEREAS, Article XVI, Section 6, of the California Constitution allows for borrowing from the county treasury, and;

WHEREAS, the following restrictions apply to this authorization:

1. Maximum amount of authorized borrowing shall not exceed 85 percent of the anticipated property taxes accruing to the district.
2. Constitutional advances are subject to Auditor/Controller-Recorder review and Board of Supervisors approval.
3. Cash will be advanced on a per expenditure basis once the districts' funds enter into cash deficit.
4. Funds borrowed shall be replaced from revenues accruing to the district before any other obligation of the district is met from such revenues.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Colton Joint Unified School District hereby requests the County of San Bernardino Auditor/Controller-Recorder's Office to make temporary transfer of funds.

PASSED AND ADOPTED at a regular meeting of the Board of Education of the Colton Joint Unified School District on the 15th day of April, 2010.

Ayes: _____

Noes: _____

Absent: _____

Abstain: _____

Date: _____

Mel Albiso, President
Board of Education

David R. Zamora, Clerk
Board of Education

James Downs, Secretary
Board of Education

Date

SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS
TEMPORARY LOAN REQUEST BY DISTRICT

DISTRICT: Colton Joint Unified

DATE OF ACTION: April 15, 2010

In accordance with the provisions of legal codes for the State of California, the Governing Board of the above named district hereby approves and adopts the action described below:

REQUEST FOR A TEMPORARY LOAN PER CALIFORNIA CODE SECTION 42620

Amount: \$7,580,000

I certify, under penalty of perjury, the foregoing statements to be true and correct

Authorized Agent's Signature

Assistant Superintendent, Business 4/15/2010
Title Board Approval Date

Date

PLEASE SUBMIT TWO SIGNED COPIES ALONG WITH BOARD RESOLUTION AUTHORIZING TO:

San Bernardino County Superintendent of Schools
C/O Vangie Tabije, Fiscal Management and Advisory Services
1020 E. Cooley Drive
Colton, CA 92324

**Office of the Auditor/Controller-Recorder
REQUEST FOR TEMPORARY TRANSFER OF FUNDS FOR FISCAL YEAR ENDED JUNE 30, 2011**

District Name: Colton Joint Unified School Fund # _____ Budget Unit # _____ Amount requested: \$7,580,000

Check One: **Constitutional Advance (Compete Sections 1 & 3 only)** **Special Tax Advance (Complete all sections)**

SECTION I: ESTIMATED CASH DEFICITS FOR THE NEXT FISCAL YEAR. DO NOT INCLUDE TEMPORARY CASH ADVANCE

	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER
Beginning Cash Balance	\$1,128,053	\$4,457,678	\$2,562,203	(\$1,230,674)	\$1,101,342
Receipts	19,871,285	11,255,792	12,608,499	17,636,987	10,995,705
Disbursements	16,541,660	13,151,267	16,401,376	15,304,970	14,308,278
Ending Cash Balance	\$4,457,678	\$2,562,203	(\$1,230,674)	\$1,101,342	(\$2,211,231)
	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL
Beginning Cash Balance	(\$2,211,231)	\$1,758,348	\$7,817,628	(\$200,397)	(\$3,165,519)
Receipts	20,561,702	21,477,404	6,319,148	12,751,625	15,246,949
Disbursements	16,592,123	15,418,124	14,337,173	15,716,747	15,770,034
Ending Cash Balance	\$1,758,348	\$7,817,628	(\$200,397)	(\$3,165,519)	(\$3,688,604)

SECTION II: SPECIAL TAX INFORMATION

Purpose of Special Tax _____

Current Tax Year: Amount to be applied to tax roll \$ _____ Approximate number of parcels: _____
 Historical Data of Previous Two (2) fiscal years: _____

Fiscal Year	Original Tax Roll Levy	Apportionments received during fiscal year	Ratio

SECTION III: AGREEMENT: If approved, I understand that any unpaid loan balances on June 20 of this fiscal year may be recovered from any District's funds available in the County Treasury. The District shall not receive any interest apportionment from the County Treasurer while there is an unpaid loan balance.

SIGNATURE _____ TITLE Assistant Superintendent, Business & Operations DATE April 15, 2010
 Approved by Auditor/Controller's Office DATE _____ AMOUNT _____

BOARD AGENDA

**REGULAR MEETING
April 15, 2010**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval to Close School Facility Sub-funds 9730 through 9734

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: School districts receive funds from the state for new construction and modernization projects. The state also requires that such funds be tracked and accounted for separately. School Facility sub-funds 9730-9734 were established to account for projects at Bloomington Middle School, Jurupa Vista, Lincoln, Lewis, and Rogers elementary schools. The district has completed these projects and closeout documents have been received from the Office of Public School Construction (OPSC).

BUDGET IMPLICATIONS: None

RECOMMENDATION: That the Board approve to close School Facility Sub-funds 9730 through 9734.

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



October 27, 2009

Application No.: Multiple
 School: Multiple
 County of San Bernardino

Ms. Alice H. Grundman
 District Representative
 Colton Joint Unified School District
 851 South Mount Vernon Avenue
 Colton, CA 92324

Dear Ms. Grundman:

At the request of Ms. Becky Joiner, this letter serves to confirm that the Office of Public School Construction has completed the audits for the following projects. The projects are considered closed.

<u>Application Number</u>	<u>School</u>	<u>Closed Date</u>
50/67686-00-016	Bloomington Junior High	April 25, 2007
50/67686-00-017	Jurupa Vista Elementary	April 25, 2007
50/67686-00-018	Lincoln Elementary	April 25, 2007
50/67686-00-019	Lewis Elementary	April 25, 2007
50/67686-00-020	Rogers Elementary	April 25, 2007

Should you have any questions concerning this matter, please contact me at michael.watanabe@dgs.ca.gov or (916) 324-2557.

Sincerely,

MICHAEL WATANABE, Audit Supervisor
 Office of Public School Construction

MW:mw

cc: Mr. James Downs, District Superintendent
 Project files

SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS
DISTRICT FINANCIAL SERVICES

REQUEST FOR NEW FUND/RESOURCE/SUB-FUND

District : Colton Joint Unified School District Date: 4/15/2010

District Contact : Sosan Schaller Phone: 909 580-6605

Authorized Agent Signature: _____

REQUEST FOR FUND/SUB-FUND REQUEST TO CLOSE FUND/SUB FUND

Attached is Board Certification requesting the establishment or closure of a project, fund (sub-fund).

Fund School Facility Fund # 35 Date: _____
 Sub-Fund Bloomington Jr Hi 50/67686-16 # 35-9730 Date: _____

To Close Fund Fund balance and cash must equal zero			
Interfund Transfer Closing Balances	to	Fund# <u>35-9747</u>	Ref # _____
Residual Interest to be transferred	to	Fund# <u>35-9747</u>	
If Balance is zero attach screen dump of On-line Cash			
District Financial Services:			
Processed Interfund	Date	BY _____	
Field Definition Notated	Date	BY _____	
Complete Fund Closure	FAS () Schools ()	Date	By _____
Business Advisory Services:			
Request to Redirect Interest Sent	Date	BY _____	
Conversion Charts Updated	Deposit ()	BY _____	
	Property Tax ()	BY _____	
	Interest ()	BY _____	

If Sub-Fund is State School Building Program in Funds 30 or 35 – Must attach

- Final accounting Review of Project Financing and Expenditures
- Confirmation Letter of Audit Completion
- If Closing Fund 30 to Fund 35 Project Processing Declaration Form
- Not applicable – the funds in this sub-fund did not come from state school building program. The funds came from fund 25-9813. Funds are being returned to the original source.

REQUEST FOR FEDERAL RESOURCE

Attached is Grant/Entitlement Letter or Application identifying New Resource

Name: _____ PCA # _____
BAS ONLY
 State Title: _____
 Abbreviation: _____

Business Advisory Services	
# Assigned	Initials
Yes	NO
(<input type="checkbox"/>)	(<input type="checkbox"/>)
Range	
(<input type="checkbox"/>)	(<input type="checkbox"/>)
Combos	
Date	DFS

REQUEST FOR STATE RESOURCE

Attached is Grant/Entitlement Letter or Application identifying New Resource

Name: _____ PCA # _____
BAS ONLY
 State Title: _____
 Abbreviation: _____

Business Advisory Services	
# Assigned	Initials
Yes	NO
(<input type="checkbox"/>)	(<input type="checkbox"/>)
Range	
(<input type="checkbox"/>)	(<input type="checkbox"/>)
Combos	
Date	DFS

SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS
DISTRICT FINANCIAL SERVICES

REQUEST FOR NEW FUND/RESOURCE/SUB-FUND

District : Colton Joint Unified School District Date: 4/15/2010

District Contact : Sosan Schaller Phone: 909 580-6605

Authorized Agent Signature: _____

REQUEST FOR FUND/SUB-FUND REQUEST TO CLOSE FUND/SUB FUND

Attached is Board Certification requesting the establishment or closure of a project, fund (sub-fund).

Fund School Facility Fund # 35 Date: _____
Sub-Fund Jurupa Vista Elementary 50/67686-17 # 35-9731 Date: _____

To Close Fund Fund balance and cash must equal zero			
Interfund Transfer Closing Balances	to	Fund# <u>35-9747</u>	Ref # _____
Residual Interest to be transferred	to	Fund# <u>35-9747</u>	
If Balance is zero attach screen dump of On-line Cash			
District Financial Services:			
Processed Interfund	Date	BY _____	
Field Definition Notated	Date	BY _____	
Complete Fund Closure	FAS () Schools ()	Date	By _____
Business Advisory Services:			
Request to Redirect Interest Sent	Date	BY _____	
Conversion Charts Updated	Deposit ()	BY _____	
	Property Tax ()	BY _____	
	Interest ()	BY _____	

If Sub-Fund is State School Building Program in Funds 30 or 35 – Must attach

- Final accounting Review of Project Financing and Expenditures
- Confirmation Letter of Audit Completion
- If Closing Fund 30 to Fund 35 Project Processing Declaration Form
- Not applicable – the funds in this sub-fund did not come from state school building program. The funds came from fund 25-9813. Funds are being returned to the original source.

REQUEST FOR FEDERAL RESOURCE

Attached is Grant/Entitlement Letter or Application identifying New Resource

Name: _____ PCA # _____
BAS ONLY
 State Title: _____
 Abbreviation: _____

Business Advisory Services	
# Assigned	Initials
Yes	NO
(<input type="checkbox"/>)	(<input type="checkbox"/>) Range
(<input type="checkbox"/>)	(<input type="checkbox"/>) Combos
Date	DFS

REQUEST FOR STATE RESOURCE

Attached is Grant/Entitlement Letter or Application identifying New Resource

Name: _____ PCA # _____
BAS ONLY
 State Title: _____
 Abbreviation: _____

Business Advisory Services	
# Assigned	Initials
Yes	NO
(<input type="checkbox"/>)	(<input type="checkbox"/>) Range
(<input type="checkbox"/>)	(<input type="checkbox"/>) Combos
Date	DFS

SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS
DISTRICT FINANCIAL SERVICES

REQUEST FOR NEW FUND/RESOURCE/SUB-FUND

District : Colton Joint Unified School District Date: 4/15/2010

District Contact : Sosan Schaller Phone: 909 580-6605

Authorized Agent Signature: _____

REQUEST FOR FUND/SUB-FUND REQUEST TO CLOSE FUND/SUB FUND

Attached is Board Certification requesting the establishment or closure of a project, fund (sub-fund).

Fund School Facility Fund # 35 Date: _____
Sub-Fund Lincoln Elementary 50/6768-18 # 35-9732 Date: _____

To Close Fund Fund balance and cash must equal zero			
Interfund Transfer Closing Balances	to	Fund#	<u>35-9747</u> Ref # _____
Residual Interest to be transferred	to	Fund#	<u>35-9747</u>
If Balance is zero attach screen dump of On-line Cash			
District Financial Services:			
Processed Interfund	Date	BY _____	
Field Definition Notated	Date	BY _____	
Complete Fund Closure	FAS () Schools ()	Date	By _____
Business Advisory Services:			
Request to Redirect Interest Sent	Date	BY _____	
Conversion Charts Updated	Deposit ()	BY _____	
	Property Tax ()	BY _____	
	Interest ()	BY _____	

If Sub-Fund is State School Building Program in Funds 30 or 35 – Must attach

- Final accounting Review of Project Financing and Expenditures
- Confirmation Letter of Audit Completion
- If Closing Fund 30 to Fund 35 Project Processing Declaration Form
- Not applicable – the funds in this sub-fund did not come from state school building program. The funds came from fund 25-9813. Funds are being returned to the original source.

REQUEST FOR FEDERAL RESOURCE

Attached is Grant/Entitlement Letter or Application identifying New Resource

Name: _____ PCA # _____
BAS ONLY
State Title: _____
Abbreviation: _____

Business Advisory Services	
# Assigned	Initials
Yes	NO
(<input type="checkbox"/>)	(<input type="checkbox"/>) Range
(<input type="checkbox"/>)	(<input type="checkbox"/>) Combos
Date	DFS

REQUEST FOR STATE RESOURCE

Attached is Grant/Entitlement Letter or Application identifying New Resource

Name: _____ PCA # _____
BAS ONLY
State Title: _____
Abbreviation: _____

Business Advisory Services	
# Assigned	Initials
Yes	NO
(<input type="checkbox"/>)	(<input type="checkbox"/>) Range
(<input type="checkbox"/>)	(<input type="checkbox"/>) Combos
Date	DFS

SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS
DISTRICT FINANCIAL SERVICES

REQUEST FOR NEW FUND/RESOURCE/SUB-FUND

District : Colton Joint Unified School District Date: 4/15/2010

District Contact : Sosan Schaller Phone: 909 580-6605

Authorized Agent Signature: _____

REQUEST FOR FUND/SUB-FUND REQUEST TO CLOSE FUND/SUB FUND

Attached is Board Certification requesting the establishment or closure of a project, fund (sub-fund).

Fund School Facility Fund # 35 Date: _____
Sub-Fund Lewis (Mary) Elementary 50/67686-19 # 35-9733 Date: _____

To Close Fund Fund balance and cash must equal zero			
Interfund Transfer Closing Balances	to	Fund# <u>35-9747</u>	Ref # _____
Residual Interest to be transferred	to	Fund# <u>35-9747</u>	
If Balance is zero attach screen dump of On-line Cash			
District Financial Services:			
Processed Interfund	Date	BY _____	
Field Definition Notated	Date	BY _____	
Complete Fund Closure	FAS () Schools ()	Date	By _____
Business Advisory Services:			
Request to Redirect Interest Sent	Date	BY _____	
Conversion Charts Updated	Deposit ()	BY _____	
	Property Tax ()	BY _____	
	Interest ()	BY _____	

If Sub-Fund is State School Building Program in Funds 30 or 35 – Must attach

- Final accounting Review of Project Financing and Expenditures
- Confirmation Letter of Audit Completion
- If Closing Fund 30 to Fund 35 Project Processing Declaration Form
- Not applicable – the funds in this sub-fund did not come from state school building program. The funds came from fund 25-9813. Funds are being returned to the original source.

REQUEST FOR FEDERAL RESOURCE

Attached is Grant/Entitlement Letter or Application identifying New Resource

Name: _____ PCA # _____

BAS ONLY

State Title:

Abbreviation:

Business Advisory Services	
# Assigned	Initials
Yes	NO
(<input type="checkbox"/>)	(<input type="checkbox"/>)
Range	
(<input type="checkbox"/>)	(<input type="checkbox"/>)
Combos	
Date	DFS

REQUEST FOR STATE RESOURCE

Attached is Grant/Entitlement Letter or Application identifying New Resource

Name: _____ PCA # _____

BAS ONLY

State Title:

Abbreviation:

Business Advisory Services	
# Assigned	Initials
Yes	NO
(<input type="checkbox"/>)	(<input type="checkbox"/>)
Range	
(<input type="checkbox"/>)	(<input type="checkbox"/>)
Combos	
Date	DFS

SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS
DISTRICT FINANCIAL SERVICES

REQUEST FOR NEW FUND/RESOURCE/SUB-FUND

District : Colton Joint Unified School District Date: 4/15/2010

District Contact : Sosan Schaller Phone: 909 580-6605

Authorized Agent Signature: _____

REQUEST FOR FUND/SUB-FUND REQUEST TO CLOSE FUND/SUB FUND

Attached is Board Certification requesting the establishment or closure of a project, fund (sub-fund).

Fund School Facility Fund # 35 Date: _____
 Sub-Fund Rogers (Paul) Elementary 50/67686-20 # 35-9734 Date: _____

To Close Fund Fund balance and cash must equal zero			
Interfund Transfer Closing Balances	to	Fund# <u>35-9747</u>	Ref # _____
Residual Interest to be transferred	to	Fund# <u>35-9747</u>	
If Balance is zero attach screen dump of On-line Cash			
District Financial Services:			
Processed Interfund	Date	BY _____	
Field Definition Notated	Date	BY _____	
Complete Fund Closure	FAS () Schools ()	Date	By _____
Business Advisory Services:			
Request to Redirect Interest Sent	Date	BY _____	
Conversion Charts Updated	Deposit ()	BY _____	
	Property Tax ()	BY _____	
	Interest ()	BY _____	

If Sub-Fund is State School Building Program in Funds 30 or 35 – Must attach

- Final accounting Review of Project Financing and Expenditures
- Confirmation Letter of Audit Completion
- If Closing Fund 30 to Fund 35 Project Processing Declaration Form
- Not applicable – the funds in this sub-fund did not come from state school building program. The funds came from fund 25-9813. Funds are being returned to the original source.

REQUEST FOR FEDERAL RESOURCE

Attached is Grant/Entitlement Letter or Application identifying New Resource

Name: _____ PCA # _____
BAS ONLY
 State Title: _____
 Abbreviation: _____

Business Advisory Services	
# Assigned	Initials
Yes	NO
(<input type="checkbox"/>) (<input type="checkbox"/>)	Range
(<input type="checkbox"/>) (<input type="checkbox"/>)	Combos
Date	DFS

REQUEST FOR STATE RESOURCE

Attached is Grant/Entitlement Letter or Application identifying New Resource

Name: _____ PCA # _____
BAS ONLY
 State Title: _____
 Abbreviation: _____

Business Advisory Services	
# Assigned	Initials
Yes	NO
(<input type="checkbox"/>) (<input type="checkbox"/>)	Range
(<input type="checkbox"/>) (<input type="checkbox"/>)	Combos
Date	DFS

BOARD AGENDA

REGULAR MEETING
April 15, 2010

ACTION ITEM

TO: Board of Education

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

SUBJECT: Rejection of Construction Bids for Middle School #5 (Bid #08-16)

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: Bids for the construction of Middle School #5 were opened on July 23, 2009 and August 11, 2009. The bids were conducted in accordance with Public Contract Code 20111 and advertised in accordance with Public Contract Code 20112. Bids were received from 149 contractors for 20 categories of work.

Due to limited available funding and prioritization of district-wide projects, it is staff's recommendation to exercise its right to reject all bids and defer the construction of Middle School #5 to a future date, once funding has been determined.

BUDGET IMPLICATIONS: None

RECOMMENDATION: That the Board approve rejection of construction bids for Middle School #5 (Bid #08-16).

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

**Colton Joint Unified School District
Middle School No. 5**

**Bids Opened Thursday,
July 23, 2009 @ 2:00 p.m.
(All categories except 17)**

Category	Contractor	Base Bid
1 - Earthwork	Crew, Inc.	264,000
	Cooley Construction, Inc.	284,106
	ASR Constructors, Inc.	295,000
	Southern California Grading, Inc.	323,000
	Lee & Stires, Inc.	323,958
	James McMinn, Inc.	329,000
	McKenna General Engineering, Inc.	335,000
	Larry Jacinto Construction, Inc.	335,900
	Doja, Inc.	349,000
	Vance Corporation	391,000
	Heartland Grading	433,490
	L.D. Anderson, Inc.	439,130
	F.M. & Sons, Inc.	497,000
2 - Landscaping	ASR Constructors, Inc.	366,000
	Nature Tech Landscaping, Inc.	482,530
	Pierre Sprinkler & Landscape	484,200
	Mega Way Enterprises	498,999
	Elite Landscaping, Inc.	533,000
	Mariposa Landscapes, Inc.	544,303
	Sierra Landscape Co.	554,700
	Marina Landscape, Inc.	562,700
	Worthington Construction, Inc.	578,675
Agave Landform, Inc.	578,916	
3 - Concrete	Robert Clapper Construction Services, Inc.	3,898,600
	EDGE Development, Inc.	3,988,000
	Bogh Engineering, Inc.	3,999,000
	K.A.R. Construction, Inc.	4,177,000
	ASR Constructors, Inc.	4,531,000
	JBH Structural Concrete, Inc.	4,548,000
	Los Angeles Engineering, Inc.	4,628,000
	Superior Construction Specialties, Inc.	4,680,000
	W.D. Gott Construction Co.	4,819,000
	Meadows Construction Services, Inc.	4,854,000
	Rocky Coast Framers, Inc.	4,865,400
	Precision Concrete Construction, Inc.	4,977,000
	Tidwell Concrete Construction, Inc.	5,098,000
Plyco Corp.	5,247,000	

**Colton Joint Unified School District
Middle School No. 5**

Bids Opened Thursday,
July 23, 2009 @ 2:00 p.m.
(All categories except 17)

Category	Contractor	Base Bid
5 - Structural Steel	Columbia Steel, Inc.	3,344,500
	KCB Towers, Inc.	3,925,165
	Construction Steel Works, Inc.	3,972,000
	Wide Flange Steel, Inc.	3,992,208
	Scrape Certified Welding, Inc.	4,195,000
	RND Contractors, Inc.	4,200,000
	Blazing Industrial Steel, Inc.	4,293,295
	Roscoe Steel & Culvert Co.	4,675,000
7 - Gypsum & Plaster	Premier Wall Constructors, Inc.	3,965,000
	Orange County Plastering Company, Inc.	4,677,000
	Insul Drywall and Plastering, Inc.	4,689,000
	Sierra Lathing, Inc.	4,819,396
	Caston Plastering & Drywall, Inc.	4,985,585
	A. Lopez & Sons, Inc.	5,691,432
	Frye Construction, Inc.	5,837,000
	Southwest General Contractors, Inc.	5,879,000
8 - Casework	Stolo Cabinets, Inc.	800,000
	Lozano Caseworks, Inc.	813,500
	Westmark Products, Inc.	867,521
	MAJ International, Inc.	875,000
	Roy E. Whitehead, Inc.	996,965
	K & Z Cabinet Co., Inc.	1,224,710
9 - Roofing	Waterproofing Experts, Inc.	880,500
	Bell Roof Co., Inc.	1,054,760
	Best Contracting Services, Inc.	1,109,000
	Alcal/Arcade Contracting, Inc.	1,222,000
	Chapman Coast Roof Co., Inc.	1,300,000
	Letner Roofing Co.	1,576,950
10 - Sheet Metal	RB Sheet Metal, Inc.	653,000
	Crowner Sheet Metal Products, Inc.	886,124
	Western Bay Sheet Metal, Inc.	888,000
	Best Contracting Services, Inc.	892,910
	American Sheet Metal	943,550
	Action Sheet Metal, Inc.	1,135,250
	United Contractors	1,154,000

**Colton Joint Unified School District
Middle School No. 5**

Bids Opened Thursday,
July 23, 2009 @ 2:00 p.m.
(All categories except 17)

Category	Contractor	Base Bid
11 - Glass & Glazing	Roy E. Whitehead, Inc.	882,650
	E & R Glass Contractors, Inc.	892,200
	Queen City Glass Co.	924,200
	Glazcon Production, Inc.	978,000
	Perfection Glass, Inc.	1,363,000
12 - Ceramic Tile	Premier Tile & Marble	518,441
	ASR Constructors, Inc.	523,000
	Inland Pacific Tile, Inc.	644,830
	Continental Marble and Tile Company	732,890
	Visalia Ceramic Tile, Inc.	774,747
13 - Acoustical	Preferred Ceilings, Inc.	398,340
	K.D. Acoustics	443,980
	Elljay Acoustics, Inc.	446,470
	Southcoast Acoustical Interiors, Inc.	489,990
	Cochran Interiors, Inc.	565,611
14 - Flooring	Continental Flooring, Inc.	497,469
	Donald M. Hoover Co.	509,715
	New Image Commercial Flooring, Inc.	525,000
	Mike's Custom Flooring	538,000
	ProSpectra Contract Flooring	555,405
15 - Painting	A.J. Fistes Corporation	305,460
	Simmons & Wood, Inc.	359,732
	Prime Painting Contractors, Inc.	361,000
	Borbon, Inc.	373,000
	Everlast Builders	391,000
	C.T. Georgiou Painting Co.	408,000
	Robert V. Hoppe Co., Inc.	459,000
	Saunders & McMillin, Inc.	467,000
	Bithell, Inc.	508,900
Fix Painting Co.	532,000	
16 - Specialties	Inland Empire Architectural Specialties, Inc.	996,000
	ISEC, Incorporated	1,000,905
	RVH Constructors, Inc.	1,005,000
	Inland Building Construction Companies, Inc.	1,008,000
	Robert L. Reeves Construction Co.	1,039,769
	Meadows Construction Services, Inc.	1,175,000
	JRH Construction Company, Inc.	1,176,349

**Colton Joint Unified School District
Middle School No. 5**

Bids Opened Thursday,
July 23, 2009 @ 2:00 p.m.
(All categories except 17)

Category	Contractor	Base Bid
18 - Plumbing	Temecula Mechanical, Inc.	2,238,100
	Fischer, Inc.	2,295,000
	ASR/Duke Constructors	2,527,000
	JPI Development Group, Inc.	2,674,000
	Interpipe Contracting, Inc.	2,987,970
	Continental Plumbing, Inc.	3,048,406
	Kincaid Industries, Inc.	3,223,000
	Olivas Mechanical Corp.	3,477,500
	All Area Plumbing, Inc.	4,540,000
	Verne's Plumbing, Inc.	4,610,000
19 - Electrical	SSI Systems, Inc.	4,244,000
	F.E.I. Enterprises, Inc.	4,274,000
	Champion Electric, Inc.	4,294,000
	BEC, Inc.	4,330,000
	Brewster Electric, Inc.	4,355,900
	The Mike Cox Electric, Inc.	4,394,000
	Daniel's Electrical Construction Co., Inc.	4,456,000
	Precision Electric Company	4,465,600
	Construction Electric, Inc.	4,530,000
	Rancho Pacific Electric, Inc.	4,548,500
	R.I.S. Electrical Contractors, Inc.	4,646,000
	Gould Electric, Inc.	4,677,000
20 - Fire Sprinklers	J.G. Tate Fire Protection Systems, Inc.	310,310
	Summit Fire Protection, Inc.	348,000
	Daart Engineering Company, Inc.	373,000
	United Automatic Sprinklers, Inc.	416,500
	Kincaid Industries, Inc.	428,000
	Salamander Fire Protection, Inc.	454,000
	Fischer, Inc.	455,000
21 - Doors & Hardware	Inland Building Construction Companies, Inc.	662,800
	Montgomery Hardware Co.	679,700
	Roy E. Whitehead, Inc.	727,500
	EJ Enterprises	770,816
	Whitehead Construction, Inc.	839,000
22 - Kitchen Equipment	Kamran and Company, Inc.	2,025,000
	East Bay Restaurant Supply, Inc.	2,103,277
	R.W. Smith & Co.	2,199,000
	TriMark Raygal, Inc.	2,245,000
	Kitcor Corporation	2,279,731
	F.S.E., Inc.	2,330,269

**Colton Joint Unified School District
Middle School No. 5**

Bids Opened Tuesday,
August 11, 2009 @ 2:00 p.m.
Category 17 Only

Category	Contractor	Base Bid
17 - HVAC	Western Air Conditioning Company, Inc.	1,000,770
	RAN Enterprises, Inc.	1,784,000
	Cool Air Supply, Inc.	1,886,000
	Westland Heating & Air Conditioning, Inc.	1,952,400
	Desert Air Conditioning, Inc.	2,180,000
	Couts Heating & Cooling, Inc.	2,287,000
	West-Tech Mechanical, Inc.	2,299,500
	Air-Ex Air Conditioning, Inc.	2,444,444
	Arrowhead Sheet Metal	2,475,000
	ACH Mechanical Contractors, Inc.	2,610,000
	AireMasters Air Conditioning	2,984,000

BOARD AGENDA

REGULAR MEETING
April 15, 2010

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Award of Bid 10-02: Bloomington High School – Relocatable Classrooms and Restroom Addition Project
- GOAL:** Facilities/Support Services/Budget Planning
- STRATEGIC PLAN:** Strategy #4 – Facilities
- BACKGROUND:** Bids were solicited for the Bloomington High School – Relocatable Classrooms and Restroom Project. The bid was advertised and conducted in accordance with Public Contract Code 20111 and 20112. A bid tabulation will be presented at the Board meeting.
- BUDGET IMPLICATIONS:** The estimate for this project is \$650,000. Cost to be paid from Fund 21 – Building Fund.
- RECOMMENDATION:** That the Board award Bid #10-02: Bloomington High School - Relocatable Classrooms and Restroom Addition Project, as presented from the lowest responsible bidder.
- ACTION:** On the motion of Board Member _____ and _____, the Board awarded Bid #10-02: Bloomington High School - Relocatable Classrooms and Restroom Addition Project, as presented from the lowest responsible bidder.

BOARD AGENDA

**REGULAR MEETING
April 15, 2010**

ACTION ITEM

TO: Board of Education

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

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

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: Hanan Construction Company, Inc. is requesting approval to substitute subcontractor Damato Associates, Inc. for Miller Paneling Specialties, Inc. Miller Paneling Specialties, Inc. refused to perform work at the price specified in their original bid.

All legal procedures for this request have been followed pursuant to Public Contract Code 4107. Staff and legal counsel (Atkinson, Andelson, Loya, Ruud & Romo) have reviewed all related documentation and recommend approval of the substitution request to replace Miller Paneling Specialties, Inc. with Damato Associates, Inc. Miller Paneling Specialties, Inc. did not object to the substitution.

BUDGET IMPLICATIONS: None

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

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

California Public Contract Code Section 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.



Construction Management, Inc.

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

FOR 4/10
BRO MING

LETTER OF TRANSMITTAL

To: Alice Grundman
Company: CJUSD
Address: 851 South Mt. Vernon Ave.
 Colton, CA 92324
Phone: 909.580.6640
Fax: 909.554.1882
Program: Colton Joint Unified School District
Project: Grand Terrace High School
Project No.: 08-014 and 08-015

Date: March 5, 2010
RE: Designation of Subcontractor Substitution Request

Item:
 Attached Under separate cover via Via Express

Copies	Date (On Document)	Description
1		Designation of Subcontractor Substitution per Public Code 4107(1) for Subcontractor Damato Associates for the Decorative Wall Paneling System for Bid Package No.10 – Hanan Construction, Inc.

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

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

Thanks
 Melinda M. Ray
 Project Manager

 Acknowledge of Receipt Signature

Cc: File – CJUSD Outgoing Correspondence



Construction Management, Inc.

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

Friday, March 5, 2010

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

Pages Included Cover: 17

RE: Designation of Subcontractor Substitution per Public Contract Code 4107(1)
Grand Terrace High School at the Ray Abril Jr. Educational Complex
Bid #08-14/WLC0119800/P598A

Enclosed, please find the original letter from Hanan Construction, Inc. requesting Colton Joint Unified School District to consider Substituting Subcontractor Damato Associates, Inc. for the performance of the Decorative Wall Paneling System scope of work, in lieu of the original Subcontractor Miller Paneling Specialties, 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 March 25, 2010 or the April 15, 2010 to substitute Damato Associates, Inc. in lieu of Miller Paneling Specialties, Inc. per Public Contract Code 4107(1).

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

Respectfully,



Melinda M. Ray
Project Manager

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

RECEIVED

HANAN CONSTRUCTION COMPANY, INC. 2009

MILLER PANELING SPECIALTIES

Subcontractor Agreement

To: Miller Paneling Specialties, Inc Date : 4/27/09
P.O. Box 270
Woodland, CA 95776

This agreement entered into between Hanan Construction Company, Inc. located at 2401 Pine St. Pomona, CA 91767, hereinafter called the contractor and the subcontractor above named at California. It is agreed that:

1- The Owner, Architect, date of general contract (Owner's contract with Contractor), structure, subcontractor license class and number, work hereby undertaken by the Subcontractor, and compensation to be paid to the Subcontractor:

(a) Owner: Colton Joint Unified School District
1212 Valencia Dr.
Colton, CA 92324

(b) Architect: WLC Architects
8163 Rochester Ave. Ste 100
Rancho Cucamonga, CA 91730

(c) Date of General Contract: 03/26/09

(d) Project: Ray Abril HS3 - BP# 10

(e) Location of Project: 21800 Main St. Grand Terrace, CA 92313

(f) Subcontractor represents it is duly licensed subcontractor under the name executing this contract. State License Number: 774981 Any breach of this representation will void any and all rights of subcontractor to this agreement

(g) Description of work hereby undertaken by Subcontractor: Provide adequate labors, materials, and equipments to furnish and install wall panel systems per plans, specifications and 7 addendums to include base bid and alternate number one. Scope to include own cleanup.

(h) Compensation of Subcontractor: Only eighty three thousand five hundred dollars.

\$ 83,500.00

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractor' State License Board, 9835 Goethe Road, Sacramento, California 95826.

HANAN CONSTRUCTION COMPANY, INC.

Terms and Conditions

2- Work will be in accordance with the Drawings, Specifications, Conditions, Addenda and written instruction prepared by the Architect/Engineer (the "General Contract"). The General Contract is incorporated into this Agreement by reference. It is the subcontractor's obligation to review and make copies of all pertinent sections of the General Contract and any changes to or directives concerning the General Contract. It is Contractor's obligation to provide access to the general Contract and any and all changes to the directives concerning the general Contract received from the Owner or Architect. With respect to the subcontract work, the rights and obligations of Subcontractor to the Contractor are incidental to the rights and obligations of the Contractor to the Owner and the rights and obligations of the Contractor to the Subcontractor are incidental to the rights and obligations of the Owner to the Contractor.

3- Subcontractor agrees to furnish and install, to the satisfaction of the Contractor, all equipment, materials, supplies, services, including cost of all applicable sales or use taxes, fees, permits, etc., and labor and do all work necessary to complete the work according to standard practices and per plans, specifications, addenda and instructions issued for the mentioned job. Subcontractors will perform the work of this subcontract within the time frames outlined in the schedule prepared by the Contractor. Subcontractor shall be responsible for quality control and timely submission of shop Drawings.

4- The right of the Contractor to change, adds to, and delete from the subcontract work, the Subcontractor's duty to perform such changed or extra work, and the modification, if any, in the contract price, as a result thereof, shall be governed by the applicable provisions of the General Contract. If the provisions of the General Contract require Contractor to file, within a specified time period, notices, claims or other documents with the Owner on order to receive compensation for extra work, the Subcontractor shall supply these to the Contractor to timely file them. Subcontractor agrees not to perform any extra or change order work without written authorization from the Contractor and further agrees that it shall be entitled to no compensation for extra work performed without such written authority. If the Contractor contends that work is within the subcontract work and the Subcontractor contends it is not, Subcontractor shall perform the work upon the Contractor's written order to do so and the dispute shall be resolved pursuant to this section.

5- Subcontractor represents that it is best to analyze the plans and specifications and inspect the job site with respect to physical conditions impacting its work and that it has entered into this subcontract based upon such analysis and inspection and not based upon any representations of Contractor concerning those conditions. It is clearly understood and specifically agreed to that no estimate or bid of Subcontractor preceding this Subcontract, and no verbal agreement or conversation with any representative of Owner, Architect, or Contractor, either before or after the execution of this subcontract, shall affect or modify any terms or obligations contained herein.

6- All claims of the Subcontractor arising out of acts or omissions of the Owner by the Contractor on behalf of the subcontractor and finally resolved through the claims procedure (arbitration, litigation or otherwise), applicable between the Contractor and Owner. If the provisions of the General Contract require Contractor to file within specified time period, notices, claims or other documents with the Owner in order to receive compensation for claims, the Subcontractor shall supply these to the Contractor so as to allow Contractor to timely file them with the Owner. Subcontractor shall pay all costs and expenses, including attorney's fees, related to the presentation and prosecution of such claims. Subcontractor's sole remedy shall be to receive the amount by the Contractor from the Owner with respect to such claims. All other claims and disputes between the parties shall be decided by the appropriate California State Court in the County of Los Angeles. The prevailing party shall be entitled to recover its attorney's fees, witness fees and other expenses related to preparation and presentation of its case in a reasonable amount. Neither party shall be entitled to recover damages from the other as a result of any act, omission or event without proof that it gave the other party, within twenty (20) days of the first occurrence of the act, omission or event, written notice that it was being or would be damaged by such act, omission or event. A failure to provide this notice is conclusive proof of a failure to mitigate damages and a complete defense to the recovery of any damages, including damages for delay, caused by such act, omission or event and shall apply whether the theory of recovery, is legal or equitable or for a tort, including fraud, breach of contract, promissory estoppels or quantum meruit.

7-Subcontract performance shall start, continue and be completed in accordance with schedules of work furnished by Contractor as amended from time to time. Time is of the essence of this Subcontract. The Subcontractor's work will commence upon notice from the Contractor and shall proceed so as not to delay the progress of the Contractor or any other Subcontractor. Should the Subcontractor, by his negligence or his failure to properly expedite his work, be entirely or partially responsible for the Owner taking over the work or a portion of the work or the assessment of damages, including but not limited to liquidated damages, as provided under the terms of the General Contract, Subcontractor hereby agrees to repay the Contractor his proportionate share of any additional expense occasioned to the Contractor by such action. Subcontractor shall cause no hindrance or delays to other contractors or subcontractors on said construction work and will bear all damage done to the work of such other contractors or subcontractors by its employees. If the material herein called for is not delivered promptly, thereby causing or threatening to cause delay in general progress of the work, the Contractor shall have the right to investigate the cause of said delay and expedite deliveries, and all expense thus incurred by the Contractor shall be charged to and paid by the said Subcontractor. Subcontractor's right to an extension of time or damage for delays caused by Owner are governed by and limited by the General Contract. If the provisions of the General Contract require Contractor to file within specified time periods, notices, claims or other documents with the Owner, in order to receive compensation or an extension of time for delay, the Subcontractor shall supply these to the Contractor so as to allow Contractor to timely file them with the Owner. Subcontractor shall pay all costs and expenses, including attorney's fees, related to the presentation and prosecution of such claims. Subcontractor's sole remedy shall be to receive the dollar amount or time extension received by the Contractor from the Owner with respect to such claims.

8-The Subcontractor agrees to guarantee its work in accordance with and for the period of the Contractor's guarantee to the Owner for the Subcontract work as provided for in the General Contract and as established by law.

9-Subcontractor agrees to indemnify, defend and hold harmless Contractor and Owner from and against any and all claims, debts, demands, damages, judgments, awards, losses, liabilities, interest, attorney's fees, costs and expenses of any kind at any time arising out of or in any way connected with the performance of the Subcontract work including transportation of men and equipments and/or materials to and from the site of the work, from all causes, including the active or passive negligence of the Owner and/or Contractor. This clause will apply, but not be limited, to the following:

(i) Claims related to the infringement or violation of patent rights.

(ii) Claims relating to the personal injury and wrongful death including claims by Subcontractor employees or their heirs and representatives.

(iii) Claims for destruction of, injury to or loss of use of real or personal property including property of the Owner or Contractor.

HANAN CONSTRUCTION COMPANY, INC.

(ix) Mechanic's lien claims, stop notice claims and claims against any bond furnished with respect to the contract work with Contractor as principal.

(v) Claims for taxes, permits, license fee, fines, penalties and/or union contributions, allowances or deductions.

This section shall not indemnify Contractor from loss, damage or expense caused by the sole negligence or willful misconduct of the contractor.

10-Subcontractor shall not assign or subcontract any part of the subcontract work without Contractor's written consent. Any such assignment or subcontract consented to shall impose on the assignee or Subcontractor for all obligations imposed on the Subcontractor hereunder.

11-Subcontractor, at its own expense, shall procure, carry and maintain at all times on the subcontract work, insurance from companies approved by the Contractor as follows:

(i) Workmen's Compensation and Employer's Liability Insurance as required by law;

(ii) Comprehensive General Liability Insurance with policy limits of not less than \$ 1,000,000 as to each occurrence and \$ 2,000,000 aggregate for bodily injury and personal injury, and \$ 1,000,000 property damage coverage for each occurrence and \$2,000,000 aggregate. The insurance policy or policies shall contain the following provisions:

(a) A naming of Owner and Contractor, its directors, officers and employees, as additional insured by use of Standard Insurance Service Office Form G 116 or its equivalent. A provision that the insurance as to the additional insured is primary insurance and that other insurance maintained by the Contractor in excess and not contributing insurance with the insurance hereunder;

(b) A "Cross Liability" or "Severability of Interest Clause";

(c) Coverage for:

(1) Premises and Operations Liability.

(2) Contractual Liability insuring the obligations assumed by the Subcontractor in this subcontract.

(3) Completed Operations and Products Liability.

(4) Broad Form Property Damage Liability.

(5) Liability which Subcontractor may incur as a result of the operations, acts or omissions of its subcontractors, suppliers or material, men and their agents or employees.

(6) Automobile Liability, including owned, non-owned and hire automobile.

(7) XCU coverage for Explosion, Collapse and Underground Hazards. If General Contract required insurance coverage greater than that outlined above, in terms of dollar amount or scope of coverage, the Subcontractor shall procure said greater coverage.

12- In addition to any other remedies allowed by law or the provisions of this subcontract, if Subcontractor fails to start work as scheduled or make the progress required or furnish sufficient skilled workmen or a sufficient quantity of suitable materials or adequate equipment or correct or replace any damage or defective work or materials, or honor its guarantee. Contractor may, as its options, and in addition to any other rights or remedies provided by this agreement or law, after giving Subcontractor forty-eight (48) hours notice to cure the defects Subcontractor's failure to completely cure the defects within that time required, take steps to cure the defects itself and charge the entire cost and expense, including attorney's fees, of such cure to Subcontractor and deduct such amount from any sums due Subcontractor. If there is still an amount due Contractor after such deduction, it shall be paid by Subcontractor to Contractor. Failure to cure defects within the notice period set forth above, shall also give Contractor the right at its option, and in addition and without prejudice to any other rights under this agreement and by law, to terminate Subcontractors performance and to take possession, for the purpose of completing the work under this Subcontract, of all tools, equipment, material and supplies owned or controlled by the Subcontractor and to complete the work itself or through others. Subcontractor will be entitled to no further payment until completion of the Subcontract work. There shall be deducted from such payment, Contractor's cost to complete which shall include all other sums due Contractor under this agreement. Any balance shall be paid to Subcontractor. If the cost to complete exceeds the Subcontract balance, Subcontractor will pay that amount to Contractor.

13-Subcontractor is performing work to be performed under this Subcontract shall not discriminate against any worker because of race, creed, color, national origin, gender, sexual orientation or religion.

14-Subcontractor agrees that in the performance of this Subcontract, to observe and comply with all laws, ordinances, and regulations of all constituted authorities relating to the manner of doing the work under this contract or to the materials supplied therein.

15-This project is governed by Labor Code of the State of California. Attached hereto and incorporated are copies of Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815. The Subcontractor is responsible for paying a prevailing wage to its employees. The Contractor will monitor the payment of the specified prevailing wage by periodic review of the certified payroll records of the Subcontractor. Accordingly, it is of the utmost importance that the certified payroll records be provided by Subcontractor to Contractor on a weekly basis. If it is determined that a prevailing wage has not been paid by the Subcontractor, Contractor may withhold a sufficient amount of funds from Subcontractor to pay Subcontractor's employees a prevailing wage. Prior to making final payment to Subcontractor and as a condition precedent to final payment, the subcontractor must provide to Contractor an affidavit signed under penalty of perjury that the Subcontractor has paid the specified prevailing wage to his/her employees and any amounts due pursuant to section 1813 of the Labor Code.

16-Provided the Subcontractor be not in default in any of the provisions herein, and in order to expedite the final completion of the building or general or special work thereon, if the Contractor requests the Subcontractor to work overtime, it is agreed that the Subcontractor shall work said overtime, and it is understood that the Subcontractor shall work said overtime, and it is understood that the Contractor is to pay only the actual extra cost over the rate for regular overtime. Time slips covering said overtime must be checked and approved by the Contractor's authorized agent at the job site. No commission is to be charged by or allowed to the Subcontractor for, or on account of, said overtime. If however, the Subcontractor is behind in the work herein contemplated or in the opinion of the Contractor delays the progress of the work necessary to complete the project then, if requested by the Contractor, the Subcontractor shall use such overtime as may be necessary to keep abreast with the general progress of the work, and the cost and expense incurred by the use of said overtime shall be borne entirely by the Subcontractor.

HANAN CONSTRUCTION COMPANY, INC.

17-Subcontractor shall be responsible for and shall bear any and all risks of loss or damage, including that caused by the active or passive negligence of the Owner or Contractor, for its work and all materials, tools, equipment or incidentals until Owner's final acceptance of and/or release of Contractor's responsibility for the subcontract work. Subcontractor shall perform its work so that the work site is at all times clean, orderly and free from debris. All debris shall be removed from the site on a daily basis at the expense of the Subcontractor. Upon completion of the work, Subcontractor shall remove all unused or excess materials and all equipment, incidentals, utilities and facilities furnished by it and shall clean up any soiled areas and all refuse and debris, and leave the premises clean, orderly, and in good condition. Storage on the job site will be where directed by the Contractor.

18- Subcontractor and Contractor shall inform each other in writing of the name (s) of the job site representative(s) who are authorized to represent them with respect to the subcontract work and shall promptly notify each other in writing of any subsequent change in representative(s). Subcontractor's representative(s) shall be at the job site at all times subcontract work is in progress.

19- Any notices under this Subcontract shall be in writing and may be served personally on a job site representative or by certified mail at the addresses set fourth above. Notice by mail complete upon deposit.

20- Upon Contractor's request, Subcontractor will furnish to Contractor, prior to construction, performance and labor and material/payment bonds in the amount of the total subcontract price, written by corporate sureties authorized to issue such bonds in the State of California. The corporate surety and the bond form shall be subject to the approval of the Contractor. Provision of the performance and payment bonds is a condition precedent to the validity of this subcontract. Failure to provide said bonds will void this Subcontract in its entirety.

21- Time is of the essence in the performance of the work under this Subcontract. The Subcontractor must comply with all construction schedules and any revisions and/or adjustments to the schedule. Any delay to the project as a whole, or to other trades, due and attributable to Subcontractor will be subject to the same liquidated damages contained in the General Contract, as well as the delay damages suffered by the Contractor and attributable to the delay.

22- In the event that deviations from the General Contract plans and specifications are incorporated in any shop drawings of or by the Subcontractor, such deviations and the reason therefore shall be fully explained in writing by separate letter to the Contractor and Owner at the time the shop drawings are submitted to the Contractor and Owner. Failure to specify and explain any such deviation will automatically void any inadvertent approval of the same by the Contractor, Architect, Engineer, and/or Owner.

23- Subcontractor understands and agrees that Owner and Architect have the right to reject Subcontractors as an acceptable Subcontractor on this job. This Subcontract may, at Contractor's option be terminated and rendered null and void if the Owner or Architect states in writing to Contractor that subcontractor is not acceptable. This option is exercisable within ten (10) days after written notification from the Owner or Architect and shall be given in writing to the Subcontractor. The termination of the Subcontract pursuant to this section shall relieve Contractor of any liability for any damages, including but not limited to lost profits, claimed or suffered by the Subcontractor. However, the Subcontractor shall not be relieved of any liability to the Contractor.

24- It is agreed that no change, alteration or modification in or deviation from this Subcontract or the plans and specifications, whether made in the manner herein provided or not, shall release or exonerate, in whole or in part, any surety on any bond given in connection with this subcontract.

25- In consideration of the faithful performance by the Subcontractor of all the terms, conditions, and requirements of this Subcontract, the Contractor agrees to pay the Subcontractor for his work the sum of the amount of money above and payment shall be as follows. a. A condition precedent to payment from the Contractor to Subcontractor is the receipt of payment from the Owner to Contractor for the work performed by Subcontractor. Assuming that payment has been received by Contractor from the Owner for the work performed by Subcontractor, partial payment will be made as the work progresses, on or before ten (10) days after receipt of payment from Owner for work completed during the preceding estimates approved by the Owner. In making such partial estimates, there shall be retained ten percent (10%) on the estimated amount until thirty-five (35) days after the final completion and acceptance of all work covered by the Contract, and final payment has been received by the Contractor; b. Payments to the Subcontractor are conditioned on Subcontractor furnishing to Contractor sufficient evidence that its Subcontractors, suppliers and employees have been paid to date or will be so paid out of the payment due it. Payments shall also be subject to all deductions authorized by this Subcontract and by law; c. Subcontractor agrees to submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment under the General Contract.

26- This Subcontract is a fully integrated agreement and contains the complete agreement between the parties with respect to the Subcontract work and nullifies and superseded all prior negotiations, proposals, stipulations and agreements whether written or oral. There are prior or contemporaneous agreements in any way dealing with the Subcontract work not included. No agent, representative, employee, officer, or director of either party has or had authority to make any statements, representation, promise or agreement with respect to the Subcontract work not set forth in this agreement. Each party agrees that the other party is not bound or in any way liable because of any such statement, representation, promise, or agreement. The effective date of this agreement is the date on the first page irrespective of whether the parties signed it before, on, or after that date.

Subcontractor:

Company Name: Miller Paneling Specialties, Inc.
License No: 774981
Print Name & Title: John Miller, Jr. President

Signature: 

Date: 5/28/09

General Contractor:

Hanan Construction Company, Inc.
License No: 776948
Name & Title: Mohamad Fakh

Signature: 

Date: 5/28/09



February 12, 2010

Sam Fakih
Hanan Construction CO., Inc
2401 Pine St.
Pomona, CA 91767

Re: Colton High School #3 – Marlite

Dear Sam Fakih,

At your request, DAI General Contracting is pleased to present a proposal for the Marlite work at **High School #3, Colton, CA.**

1. Provide and install 1852 square feet of:
 - a. Panel System - ¾" Map System 40
 - b. Material Finish – SSV-269 Rift Cut Red Oak
 - c. Panel Finish – Standard Finis, Random Match, Vertical Grain
 - d. Fire Rating – Class C
 - e. Hardware Finish – Clear or Black Anodized
 - f. Elevations included: 1,2,3,4 on A-A7.7 and 2,4 on A-A7.8

TOTAL COST \$ 94,195.00

Qualifications:

Price includes finish panel, hardware, and adhesive
8 week lead time (begins with both signed contract & approved shop drawings)
Includes job site delivery and sales tax
Field conditions may change required sizes and quantities
Includes regular working hours only
Work not specifically listed above is excluded

We appreciate this opportunity and look forward to working with you on this project.

Sincerely,
DAMATO ASSOCIATES, INC.


A handwritten signature in black ink, appearing to read 'Fred Hanhauser', is written over the typed name.

Fred Hanhauser
Vice President

Department of Consumer Affairs
Contractors State License Board



Contractor's License Detail - License # 861151

 **DISCLAIMER:** A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6). If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

License Number:	861151	Extract Date: 03/02/2010				
Business Information:	DAMATO ASSOCIATES INC 15 HAMMOND SUITE 307 IRVINE, CA 92618 Business Phone Number: (949) 600-5850					
Entity:	Corporation					
Issue Date:	07/06/2005					
Expire Date:	07/31/2011					
License Status:	This license is current and active. All information below should be reviewed.					
Classifications:	<table border="0"> <thead> <tr> <th>CLASS</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>B</td> <td><u>GENERAL BUILDING CONTRACTOR</u></td> </tr> </tbody> </table>		CLASS	DESCRIPTION	B	<u>GENERAL BUILDING CONTRACTOR</u>
CLASS	DESCRIPTION					
B	<u>GENERAL BUILDING CONTRACTOR</u>					
Bonding:	<p>CONTRACTOR'S BOND</p> <p>This license filed Contractor's Bond number SC1039864 in the amount of \$12,500 with the bonding company <u>AMERICAN CONTRACTORS INDEMNITY COMPANY.</u></p> <p>Effective Date: 03/02/2009 <u>Contractor's Bonding History</u></p> <p>BOND OF QUALIFYING INDIVIDUAL</p> <p>1. The Responsible Managing Officer (RMO) LAURENCE HALL DAMATO certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is not required.</p> <p>Effective Date: 04/18/2008</p>					
Workers' Compensation:	This license has workers compensation insurance with the <u>STATE COMPENSATION INSURANCE FUND</u>					

Policy Number: 719-0000094

Effective Date: 01/01/2010

Expire Date: 01/01/2011

[Workers' Compensation History](#)

Personnel listed on this license (current or disassociated) are listed on other licenses.

[Personnel List](#)

[Other Licenses](#)

[Conditions of Use](#) | [Privacy Policy](#)
Copyright © 2010 State of California

HANAN CONSTRUCTION CO., INC

General Contractor

Licensed · Bonded · Insured

2401 Pine St. Pomona, CA 91767

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

Lic#776948 A B HIC C21

March 2, 2010

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

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

Dear Alice;

Under Public Contract Code, section 4107, item A-3, from the attached code, Hanan Construction Co., Inc regrets to inform you that our decorative wall panel subcontractor is requesting to be removed from the subcontractors list on the job mentioned above. Please see their attached withdraw letter.

The old decorative wall panel system subcontractor was:

Miller Paneling Specialties, Inc Lic No.: 774981
P.O Box 270
Woodland, CA 95776
Project Manager: Leonard Tisdale
Tel No.: (909) 783-3092
Fax No.: (909) 783-3704

The new decorative wall panel system subcontractor is:


Damato Associates, Inc (DAI) Lic. No.: 861151
15 Hammond Suite # 307
Irvine, CA 92618
Project Manager: Fred Hanhauser
Tel No.: (949) 600-5850
Fax No.: (949) 600-5853

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

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

Executed on: March, 2 2010, at Pomona, CA

Print Name: Sana Fakih Title: Project Coordinator

Signature: 



Construction Management, Inc.

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

Thursday, March 04, 2010

Mr. Leonardo Tisdale
Miller Paneling Specialties, Inc.
PO Box 270, 450 Douglas Lane
Woodland, CA 95776

(GSO Tracking #513684190)

Page Including Cover: 7

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

Dear Mr. Tisdale;

We are in receipt of the letter dated December 21, 2009 regarding your firm's inability to accept a contract from Hanan Construction, Inc., for the Decorative Wall Paneling System scope of work. In accordance with Public Contract Code 4107(1), 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 Decorative Wall Paneling System scope of work at the project known as Grand Terrace High School at the Ray Abril Jr. Educational Complex.

Damato Associates, Inc.
15 Hammond Suite #307
Irvine, California 92618
T: 949.600-5850
F: 949.600.5853
License No.861151

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

Respectfully,


Melinda M. Ray
Project Manager

Cc: Alice Grundman, Colton Joint Unified School District (GSO Tracking #513684043)
Steve Stearns – WLC Architects, Inc. (GSO Tracking #513684057)
Mr. Fred Hanhauser, Damato Associates, Inc. (GSO Tracking #513684119)
Samer Fakhri, Hanan Construction, Inc. (GSO Tracking #513684047)
File – Outgoing Correspondence BP#10

MILLER PANELING SPECIALTIES, INC.

Corporate Office:
P.O. Box 270, 450 Douglas Lane
Woodland, CA 95776
(530)662-0860
(530)662-0864 fax

(909)783-3092

License No:
CA: 774981
NV: 33751

Southern California:
24444 Van Buren St. #3
Grand Terrace, CA 92343

(909)783-3704 fax

December 21, 2009

Sam Fakih
Hanan Construction
2401 Pine Street
Pomona, CA 91767

Re: Grand Terrace High School, Grand Terrace, CA

Dear Mr. Fakih:

This letter is in regard to the additional costs for the change of material on this project.

As per our proposal, which is attached for your reference, our bid was specifically for the Marlite Connection 44 panel system. Since this material was rejected by the architect, out of courtesy, we sent an example of the MAP system for your reference. We did not send in revised submittals as your letter of 12/7/09 stated.

The MAP system is a more expensive product and was not what we included in our bid. Our request was for a change order to cover the additional material cost only, and we would absorb the additional labor costs involved.

Since you are unwilling to pay for the additional material costs, we regretfully must cancel our contract with you.

Sincerely,



John R. Miller, Jr.
President

MILLER PANELING SPECIALTIES, INC.

Corporate Office:
P.O. Box 270, 450 Douglas Lane
Woodland, CA 95776
(530)662-0860
(530)662-0864 fax

License No:
CA: 774981
NV: 33751

Southern California:
21999 Van Buren St. #3
Grand Terrace, CA 92313
(909)783-3092
(909)783-3704 fax

December 4, 2009

Sam Fasih
Hanan Construction
2401 Pine Street
Pomona, CA 91767

Re: Grand Terrace High School, Grand Terrace

Dear Sam:

This is in regard to the new Marlite wood panel system that was changed by the architect from the product that was bid. The change is for a MAP 30 system instead of the Connections 44 system that was originally bid.

I just received Marlite's revised quote for the new system. There will be an add required of \$75,891.00 in order for us to use the MAP system instead of the Connections 44 system. We have not added any additional charges for labor, administrative fees or anything else. This increase is only for the difference in the price of the material.

Please let me know how to proceed. Feel free to call me if you have any questions.

Sincerely,



Leonard Tisdale
Regional Manager

BOARD AGENDA

REGULAR MEETING
April 15, 2010

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Operational Agreement with Option House, Inc. to Provide Information and Assistance to Students and their Families who are Victims of Domestic Violence

GOAL: Student Performance and School Safety & Attendance

STRATEGIC PLAN: Shared Community Belief #12 – Success

BACKGROUND: Option House, Inc. has served as an intervention and prevention services agency in the San Bernardino area since 1977. They provide a 24-hour crisis intervention hotline, respond to inquiries relating to victims of domestic violence, provide temporary crisis intervention shelter, as well as legal and domestic violence advocacy.

A partnership between Option House, Inc. and the Colton Joint Unified School District enables the district to provide information and support to students and families in our communities who are victims of domestic violence.

BUDGET IMPLICATIONS: No cost to the district.

RECOMMENDATION: That the Board approve the operational agreement with Option House, Inc., to provide information and assistance to victims of domestic violence.

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



OPTION HOUSE, INC.
OPERATIONAL AGREEMENT

This Operational Agreement stands as evidence that Option House, Inc. and the Colton Joint Unified School District intend to work together toward the mutual goal of providing maximum available assistance for crime victims residing in San Bernardino County. Both agencies believe that implementation of the Domestic Violence Assistance Program as described herein will further this goal. To this end, each agency agrees to participate by coordinating/providing the following services:

Option House, Inc. will:

- provide 24-hour crisis intervention hotline
- respond to inquiries relating to victims of domestic violence
- provide temporary crisis intervention shelter
- Legal and Domestic Violence Advocacy
- provide information and referrals at no charge to the client

Colton Joint Unified School District agrees to:

- share information and resources in order to impact the quality of services provided,
- provide the others brochures and hotline cards to be distributed to domestic violence victims
- refer to the other for appropriate services
- provide staff training Opportunities when requested
- participate in community awareness programs, Domestic Violence Committee meetings, and other meetings as required.

We, the undersigned, as authorized representatives of Option House, Inc and Colton Joint Unified School District, do hereby approve this document. This operational agreement shall be in effect for FY 2010 -2017 unless canceled or modified in writing by either party.

FOR: *Velda Griffin*
Option House, Inc. Velda Griffin

FOR: _____
Colton Joint Unified School District

DATE: 3/9/10

DATE: _____

BOARD AGENDA

**REGULAR MEETING
April 15, 2010**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of the Cooperative Agreement Between the City of Rialto and the Colton Joint Unified School District for the Interstate-10/Riverside Avenue Interchange Detour Project

GOAL: School Safety & Attendance

STRATEGIC PLAN: Shared Community Belief #10 – Teamwork

BACKGROUND: The City of Rialto approved a Cooperative Agreement with CJUSD to provide compensation for the potential increased transportation costs incurred by the district during the closure of the I-10/Riverside Avenue overpass and detour. The closure will last between four and nine months while the overpass is demolished and rebuilt. It is anticipated that the extra traffic diverted to Cedar Ave. will necessitate additional buses for Bloomington Middle School. During the Rialto City Council meeting on Tuesday, March 9, 2010, the Council approved the agreement on a 4-0 vote.

BUDGET IMPLICATIONS: \$30,880 per month revenue up to a maximum of \$277,920 over nine (9) months during the 2010-11 school year.

RECOMMENDATION: That the Board approve the Cooperative Agreement between the City of Rialto and the Colton Joint Unified School District for the Interstate-10/Riverside Avenue Interchange Detour Project.

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

COOPERATIVE AGREEMENT
BETWEEN
THE CITY OF RIALTO
AND THE COLTON UNIFIED SCHOOL DISTRICT
FOR THE
I-10 / RIVERSIDE AVENUE INTERCHANGE PROJECT DETOUR

This Cooperative Agreement effective on this __ day of _____, 2010, is made by and among the City of Rialto (herein referred to as RIALTO) and the Colton Joint Unified School District (herein referred to as DISTRICT). This Cooperative agreement defines specific RIALTO and DISTRICT tasks and responsibilities related to the Detour (herein referred to as the DETOUR) necessitated by the closure of Riverside Avenue over Interstate 10 during construction of the I-10/Riverside Avenue Interchange Improvement Project (herein referred to as PROJECT). The DETOUR will consist of Slover Avenue between Riverside Avenue and Cedar Avenue; Cedar Avenue between Slover Avenue and Valley Boulevard; Valley Boulevard between Cedar Avenue and Pepper Avenue; Pepper Avenue between Valley Boulevard and eastbound on-ramp from Pepper Avenue to I-10; Rancho Avenue between I-10 and Agua Mansa Road; and Agua Mansa Road between Rancho Avenue and Riverside Avenue. An exhibit showing the DETOUR and direction of DETOUR travel on these local streets is attached to this agreement as Attachment A and is incorporated herein by this reference and expressly made a part hereof.

RECITALS

1. The DETOUR will be in effect while Riverside Avenue is closed as part of the PROJECT for a period of approximately four (4) to nine (9) months.
2. The PROJECT will include the construction of operational improvements along local streets that are part of the DETOUR.
3. RIALTO and DISTRICT intend to work together in a cooperative manner in every respect toward completing the construction of a quality PROJECT.
4. The purpose of this agreement is to define the roles and responsibilities for RIALTO and DISTRICT.
5. The parties agree to the concept and purpose of the DETOUR.

AGREEMENT

1. DETOUR costs and responsibilities are to be divided between RIALTO and DISTRICT as further described below.
2. PROJECT plans, specifications, and estimates prepared by RIALTO will include all DETOUR related improvements on local streets. These improvements include: lane modifications by re-striping at various locations; and modification of the traffic signal at Riverside Avenue/Valley Boulevard.
3. PROJECT plans, specifications, and estimates prepared by RIALTO will include a Transportation Management Plan (TMP) to alleviate delay time on Cedar Avenue over the I-10 freeway during peak periods and to minimize construction related delays and accidents on the DETOUR. Installation of Changeable Message Signs (CMS) at various locations will be part of the TMP.
4. RIALTO will supply funds to the DISTRICT for the use of additional school bus transportation for students in the Bloomington area during the DETOUR.
5. RIALTO will be responsible for disseminating public information related to the PROJECT. RIALTO will update DISTRICT about the PROJECT as part of the dissemination of public information.
6. DISTRICT will be responsible for acquisition of additional buses, bus drivers, fuel, maintenance, busing the students, and any and all responsibilities and liabilities associated with the operation of additional school buses. RIALTO's only responsibility and liability will be to fund the additional bus operation and keep the DISTRICT informed as described in Articles 5 and 7 of this agreement.
7. RIALTO shall pay the DISTRICT \$30,880 per month during the months of August through June for each month or partial month the DETOUR is in place toward provisions of additional school bus route expenses. No payment shall be required during the month of July. The initial payment to the DISTRICT shall be for a four (4) month minimum DETOUR time and shall be received by the DISTRICT no less than sixty (60) calendar days prior to the start of DETOUR. If the DETOUR period extends beyond the four (4) month minimum period, RIALTO shall pay the DISTRICT \$30,880 in advance for each additional month or partial month prior to extending the DETOUR period.
8. RIALTO will restore striping of local streets and signal phasing to their pre-DETOUR configuration except those changes included in PROJECT.
9. Neither DISTRICT nor any of their officers, employees, or agents, is responsible for any damage or liability occurring by reasons of anything done or omitted to be

done by RIALTO under or in connection with any work performed by or authority of jurisdiction delegated to RIALTO under this Agreement. It is understood and agreed that RIALTO shall fully defend, indemnify and save harmless DISTRICT and its officers, employees, and agents from all claims, suits or actions of every name, kind and description brought for or on account of injury occurring by reasons of anything done or omitted to be done by RIALTO under or in connection with any work, authority, or jurisdiction delegated to RIALTO under this Agreement.

10. Neither RIALTO nor any of its officers, employees, or agents is responsible for any damage or liability occurring by reasons of anything done or omitted to be done by DISTRICT under or in connection with any work performed by or authority of jurisdiction delegated to DISTRICT under this Agreement. It is understood and agreed that DISTRICT shall fully defend, indemnify and save harmless RIALTO and its officers, employees, and agents from all claims, suits or actions of every name, kind and description brought for or on account of injury occurring by reasons of anything done or omitted to be done by DISTRICT under or in connection with any work, authority or jurisdiction delegated to DISTRICT under this Agreement.
11. RIALTO and DISTRICT agree to work cooperatively to solve any issues that develop during the DETOUR. All parties agree to respond to issues in a timely manner, so as not to interfere with the progress of the PROJECT. Each party shall bear their own costs in relation to carrying out the matters specified herein unless otherwise specified.
12. This agreement will terminate upon the earlier of completion of DETOUR by RIALTO or upon 30 calendar days' written notification and acceptance between the parties.
13. This Agreement may not be modified or amended except by a written instrument signed by the parties hereto. Amendments to this Agreement may be incorporated to this Agreement as mutually agreed to in writing by RIALTO and DISTRICT.
14. Notices: Any notices, bills, invoices, or reports required by this Agreement shall be given by first class U.S. mail or by personal service. Notices shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section. All notices shall be delivered to the parties at the following addresses:

If to RIALTO: Ahmad R. Ansari, P.E.
Public Works Director/City Engineer
City of Rialto
150 S. Palm Avenue
Rialto, California 92376
Fax: (909) 421-7279

If to DISTRICT: Rick Feinstein
Transportation Manager
Colton Joint Unified School District
451 North Third Street
Colton, California 92324
Fax: (909) 580-5003 x 5388

CITY OF RIALTO:

**COLTON UNIFIED SCHOOL
DISTRICT:**

By: _____
Mayor

By: _____

ATTEST:

ATTEST:

By: _____
City Clerk

By: _____

APPROVED AS TO LEGAL FORM:

APPROVED AS TO LEGAL FORM:

By: _____
City Attorney

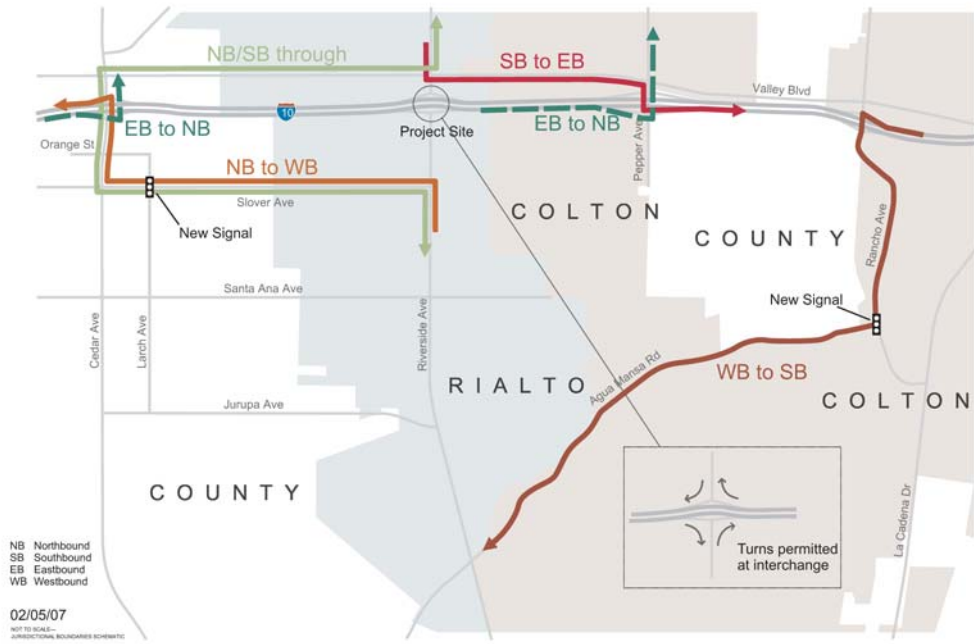
By: _____
District Attorney

ATTACHMENT “A”

I-10/RIVERSIDE AVENUE INTERCHANGE RECONSTRUCTION

DETOUR LAYOUT

Riverside Avenue Interchange
Proposed Detour Routes for One-Stage Construction Alternative



BOARD AGENDA

REGULAR MEETING
April 15, 2010

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Mollie Gainey-Stanley, Assistant Superintendent
Educational Services Division
- SUBJECT:** Approval of Title 1, Part A Section II (e) Waiver Application
(Fiscal Year 2009-10 to Fiscal Year 2010-11)
- GOAL:** Student Performance and Budget Planning
- STRATEGIC PLAN:** Strategy #1 – Communication
Strategy #2 – Curriculum
Strategy #3 – Decision Making
- BACKGROUND:** Elementary and Secondary Education Act (ESEA) Section 1127(a) permits the Local Education Agency (LEA) to apply with the California Department of Education (CDE) to carryover more than 15 percent of its Title I, Part A allocation. ESEA Section 1127(b) permits the CDE to waive the limitation of once every three years if (1) the LEA request is reasonable or (2) a supplemental Title I, Part A becomes available.
- Colton Joint Unified School District is requesting a waiver of the carryover limitation more than once every three years because of its Title I, Part A funds made available under the American Recovery and Reinvestment Act (ARRA), which is, by definition, a supplemental Title I, Part A appropriation. The Title I, Part A Waiver Application is for a period of two years to carry over excess Fiscal Year 2009 Title I, Part A funds to Fiscal Year 2010 and to carry over excess Fiscal Year 2010 Title I, Part A funds to Fiscal Year 2011.
- BUDGET IMPLICATIONS:** Waiver amount would be in excess of 15% of allowable carryover of \$887,272 for the 2009-10 fiscal year to the 2010-11 fiscal year. The 2010-11 amount is unknown.
- RECOMMENDATION:** That the Board approve Title I, Part A Section II (e) Waiver Application (Fiscal Year 2009-10 to Fiscal Year 2010-11).
- ACTION:** On motion of Board Member _____ and _____,
the Board approve the recommendation, as presented.

Local Educational Agency Title I, Part A Waiver Application

January 2010

Submit completed application to:
California Department of Education (CDE) at
TitleIWaivers@cde.ca.gov

LEA Name:

-- Select your District --

Person Completing This Report: Colton Joint Unified School District - Celia Gonzales

Person Completing Position/Title: Coordinator, Special Projects and Staff Development

Contact e-mail Address: celia_gonzales@cjud.net

Contact Phone Number: 909-580-6538

References:

Current local educational agency (LEA) allocations for regular fiscal year 2009 Title I, Part A, funds and the Title I, Part A, American Recovery and Reinvestment Act (ARRA) funds are on the California Department of Education (CDE) No Child Left Behind: Title I, Parts A & D Web page at <http://www.cde.ca.gov/fq/aa/ca/nclbttitlei.asp>.

Directions:

- 1) Select the LEA name from the drop-down menu. Refer to the "Enable Macros" attachment if you experience difficulties with the dropdown.
- 2) Enter the contact information of the person completing this report in the space provided.
- 3) Read the Assurance Statement and Signature page and the assurances related to each waiver request.
- 4) Select the chosen waiver(s) by checking the appropriate box; provide dollar amounts where requested. If you are applying for waiver II(a) or II(b), complete the ARRA LEA Waiver Plan Template located under the Waiver section on the CDE Title I, Part A Web page at <http://www.cde.ca.gov/sp/sw/t1/titleparta.asp>.
- 5) Print the application and obtain the signatures of the LEA superintendent and the local governing board president on page 4. Retain this copy of the assurances and any supporting documentation for compliance monitoring purposes.
- 6) A copy of the local governing board agenda and board minutes reflecting approval of the Title I, Part A, LEA Waiver Application will be maintained and made available for compliance monitoring.
- 7) Save this application electronically and send as an e-mail attachment to TitleIWaivers@cde.ca.gov. Please include your LEA name and County-District-School (CDS) code. Remember to attach the ARRA LEA Waiver Plan Template if you are applying for waiver II(a) or II(b).

-- Select your District --

The LEA requests the following:

Section I. Waivers of Title I, Part A, Statutory and Regulatory Requirements

- (a) Exemption from the 14-day school choice parent notification requirement for students enrolled in newly identified program improvement (PI) schools for 2009–10 or schools that anticipated exiting PI during the 2009–10 school year but did not (Elementary and Secondary Education Act [ESEA] Section 1116[b][1][E][i]; *34 Code of Federal Regulations [CFR] Section 200.37[b][4][iv]*). Please note that this waiver was previously granted for all applicable LEAs by the SBE at its September, 2009 meeting. **The inclusion of this item in the application package, and your response, is for federal reporting purposes only. See assurances for Section I. (a) on page 5 of this application.**
- (b) To offer SES to schools in PI year one, in addition to public school choice, to eligible students and to count those SES expenditures for eligible students in those schools toward the local educational agency's (LEA's) 20 percent obligation (ESEA Section 1116[b][10] and *34 CFR Section 200.48*). See assurances for **Section I. (b)** on page 6 of this application.

Section II. Waivers Related to Title I, Part A, ARRA Funds

- (a) To exclude some or all of Title I, Part A, ARRA funding from calculation of the LEA's 20 percent obligation for choice-related transportation and SES ESEA Section 1116[b][10] and *34 CFR Section 200.48[a][2]*. See assurances for **Section II. (a)** on page 7 of this application and complete the ARRA LEA Waiver Plan.

ARRA Amount to be excluded: 0.00

- (b) To exclude some or all of Title I, Part A, ARRA funding from the calculation of the LEA's 10 percent obligation for professional development (ESEA Section 1116[c][7][A][iii]). See assurances for **Section II. (b)** on page 8 of this application and complete the ARRA LEA Waiver Plan.

ARRA Amount to be excluded: 0.00

Number of teachers and principals that have received standards-based instructional materials professional development: 0

Number of teachers and principals that have **not** received standards-based instructional materials professional development: 0

- (c) To exclude some or all of Title I, Part A, ARRA funding from the calculation of the LEA's 10 percent obligation for professional development for schools in PI (ESEA Section 1116[b][3][A][iii]). See assurances for **Section II. (c)** on page 9 of this application.

- (d) To exclude some or all of Title I, Part A, ARRA funding from the calculation of per-pupil amount for SES (ESEA Section 1116[e][6][A] and *34 CFR Section 200.48[c][1]*). See assurances for **Section II. (d)** on page 10 of this application.

ARRA Amount to be excluded: 0.00

- (e) To request a waiver from CDE to carryover more than 15 percent of its Title I, Part A, 2009 and 2010 allocations due to ARRA funding (ESEA Section 1127[a][b]). See assurances for **Section II. (e)** on page 11 of this application.

-- Select your District --

**Title I, Part A – Local Educational Agency (LEA)
Assurance Statement and Signature Page**

The LEA certifies that:

- 1) All applicable state and federal statutory and regulatory requirements will be met by the LEA and information contained in this Title I, Part A, LEA Waiver Application is correct and complete.
- 2) Legal assurances for all individual waiver applications are accepted as the basic legal condition for the operation of programs and assurances with original signatures retained by the LEA for compliance monitoring.
- 3) A copy of the local governing board agenda and board minutes reflecting approval of the Title I, Part A, LEA Waiver Application will be maintained and made available for compliance monitoring.
- 4) Original signatures of the LEA superintendent, or designee, and board president for the Title I, Part A, LEA Waiver Application are on file.
- 5) All compliance items identified in the notification of finding from Categorical Program Monitoring (CPM):
 - a. Have been resolved (no further information is required), or
 - b. **Have not been resolved. Justification for not resolving findings and an action plan to resolve the findings is required in the LEA Waiver Plan, Box 1, located under the Waiver section on the California Department of Education (CDE) Title I, Part A Web page at <http://www.cde.ca.gov/sp/sw/t1/titleparta.asp>.**
- 6) Pursuant to *California Code of Regulations*, Title 5, (5 CCR) Sections 4600–4687, all Uniform Complaint Procedure (UCP) actions:
 - a. Have been resolved (no further information is necessary), or
 - b. **Have not been resolved. Justification for not resolving actions and an action plan to resolve the actions is required in the LEA Waiver Plan, Box 2, located under the Waiver section on the California Department of Education (CDE) Title I, Part A Web page at <http://www.cde.ca.gov/sp/sw/t1/titleparta.asp>.**

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this LEA and that, to the best of my knowledge, information contained in this Waiver Application is correct and complete. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained onsite. I certify that we accept all general and program specific assurances for Titles I, II, and/or III as appropriate, except for those for which a waiver has been obtained. A copy of all waivers will remain on file. I certify that actual ink signatures for this LEA Waiver Application are on file. I further certify that, upon approval of any waiver requests by the SBE, necessary revisions of the LEA Plan will be submitted for local board approval.

In addition, the LEA agrees to submit a report to the California Department of Education (CDE) on June 1, 2010, that: (1) describes the uses of each waiver by the LEA or by its schools; (2) describes how schools continue to provide assistance to the same populations served by the program(s) for which the waiver was granted; and (3) evaluates the progress of the LEA and of schools in improving the quality of instruction or the academic achievement of students. The CDE will provide directions and guidance pertaining to the LEA submission of the report.

Superintendent Signature

Date

Board President Signature

Date

Web page of the LEA Plan: <http://www.colton.k12.ca.us/>
Click on Curriculum in left bar

**Section I. (a)
Waiver of the Title I, Part A Statutory
and Regulatory Requirements**

Local Educational Agency (LEA) Waiver Application to implement a one-year waiver of the 14-Day notice requirement only in schools that are newly identified for Program Improvement (PI) for the 2009–10 school year, or that could possibly have exited PI, corrective action, or restructuring for the 2009–10 school year but did not.

As a condition of approval, the LEA hereby assures that, for schools that are already identified for PI, corrective action, or restructuring and that cannot exit that status for the 2009–10 school year, even if they met adequate yearly progress (AYP), it will still comply with the 14-day notice requirement with respect to students in those schools.

In addition, the LEA hereby assures that it will meet the statutory requirement to provide notice of public school choice before the start of the school year (Elementary and Secondary Education Act [ESEA] Section 1116[b][1][E][i]).

An LEA that offers public school choice earlier to students in some schools, then later to students in other schools, hereby assures it will reserve a portion of the available transportation slots for students who receive the later notice.

Please note that this waiver was previously granted for all applicable LEAs by the SBE at its September, 2009 meeting. The inclusion of this item in the application package, and your response, is for federal reporting purposes only.

Section I. (b)
**Waiver of the Title I, Part A Statutory
and Regulatory Requirements**

Local Educational Agency (LEA) Waiver Application to have the flexibility to offer Supplemental Educational Services (SES) to eligible students in Title I schools in Program Improvement (PI) Year 1 (a year earlier than the law normally requires), *in addition* to offering public school choice (choice) options to students in those schools and to count the costs of providing SES to those students toward meeting the LEA's obligation to spend an amount at least equal to 20 percent of its Title I, Part A, Subpart 2 allocation on SES and choice-related transportation (20 percent obligation).

In the absence of such a waiver, an LEA may only count funds spent providing SES to eligible students attending schools in PI Year 2–5, in corrective action, or in restructuring toward its 20 percent obligation (Elementary and Secondary Education Act (ESEA) Section 1116[b][10]; *34 Code of Federal Regulations [CFR] § 200.48*).

As a condition of approval, the LEA hereby assures that, if it is granted this requested waiver, the LEA will ensure that it will meet all statutory and regulatory requirements related to SES in the 2009–10 school year (other than the particular funding requirement being waived).

Section II. (a)
Waivers Related to Title I, Part A ARRA Funds

Local Educational Agency (LEA) Waiver Application to exclude some or all of Title I, Part A, American Recovery and Reinvestment Act (ARRA) funds in determining the LEA's obligation to spend an amount equal to at least 20 percent of its FY 2009 Title I, Part A, Subpart 2 allocation on public school choice transportation and Supplemental Educational Services (SES). (Elementary and Secondary Education Act [ESEA] Section 1116[b][10]; 34 Code of Federal Regulations [CFR] § 200.48).

As a condition of approval, the LEA provides assurance that, if it is granted the requested waiver, it will adhere to the following conditions and requests for information:

- 1) Comply with its statutory and regulatory obligations for the provision of SES and public school choice with respect to its regular Title I, Part A, allocation.
- 2) Has:
 - a. Met all demand for SES and public school choice transportation (no further information is required), or
 - b. **Not met all demand for SES requests. Justification for not meeting all demand and an action plan to meet demand is required in the LEA Waiver Plan Template, Boxes 3–6, located under the Waiver section on the California Department of Education (CDE) Title I, Part A Web page at <http://www.cde.ca.gov/sp/sw/t1/titleparta.asp>.**
- 3) Use the funds freed-up by the waiver to address needs identified based on data, such as Statewide or formative assessment results.
- 4) Comply with all of its other Title I, Part A, statutory and regulatory obligations, including the obligations in ESEA sections 1114 and 1115 to have schoolwide and targeted assistance programs that use effective methods and instructional strategies that are based on scientifically based research.
- 5) Enter the ARRA amount that the LEA would like to exclude for the purposes of this waiver on page 2 of this application.
- 6) Complete a LEA Waiver plan that describes the data on which it relied to identify needs that will be addressed using the funds freed up by the waiver and the strategies and actions it intends to use to address those needs. Please complete the LEA Waiver Plan template.

Section II. (b)
Waivers Related to Title I, Part A ARRA Funds

Local Educational Agency (LEA) Waiver Application to exclude some or all of its Title I, Part A funds received under the American Recovery and Reinvestment Act (ARRA) in calculating its LEA 10 percent professional development set-aside. (Elementary and Secondary Education Act [ESEA] Section 1116[c][7][A][iii]; 34 Code of Federal Regulations [CFR] § 200.52[a][3][iii]).

As a condition of approval, the LEA provides assurance that, if it is granted the requested waiver, it will adhere to the following conditions and requests for information:

1. Comply with its statutory and regulatory obligations for the professional development set-aside with respect to its regular Title I, Part A allocation.
2. Use the funds freed up by the waiver to address needs identified based on data, such as statewide or formative assessment results.
3. Comply with all of its other Title I, Part A statutory and regulatory obligations, including the obligations in ESEA sections 1114 and 1115 to have schoolwide and targeted assistance programs that use effective methods and instructional strategies that are based on scientifically based research.
4. Enter the ARRA amount that the LEA would like to exclude for the purposes of this waiver on page 2 of this application.
5. Implementing standards-based instructional materials training in SBE-adopted or approved instructional materials for reading/language arts and mathematics for all teachers and principals. This includes, if applicable, implementing District Assistance and Intervention Team recommendations relative to this requirement.
 - a. Yes, all requirements and recommendations are implemented (no further information is required), or
 - b. **No**, all teachers and principals have not received standards-based instructional materials training. **Justification for not providing training and an action plan to provide training is required in the LEA Waiver Plan, Boxes 3–5 and Box 7, located under the Waiver section on the California Department of Education (CDE) Title I, Part A Web page at <http://www.cde.ca.gov/sp/sw/t1/titleparta.asp>.**
6. Complete a LEA Waiver Plan that describes the data on which it relied to identify needs that will be addressed using the funds freed up by the waiver and the strategies and actions it intends to use to address those needs. Please complete the LEA Waiver Plan template.

Section II. (c)
Waivers Related to Title I, Part A ARRA Funds

Local Educational Agency (LEA) Waiver Application to exclude all or some Title I, Part A American Recovery and Reinvestment Act (ARRA) funds from the required 10 percent professional development set-aside for a school in improvement in fiscal year 2009–10. (Elementary and Secondary Education Act [ESEA] Section 1116[b][3][A][iii]).

The LEA is seeking this waiver to allow its Title I schools that are identified for improvement to calculate their 10 percent professional development set-aside in accordance with the following formula:

$$(a) * (b/c) * (.10)$$

Where:

a = the total amount of FY 2009 Title I, Part A funds received by the school under ESEA Section 1113;

b = the portion of the LEA's FY 2009 Title I, Part A allocation provided through the regular FY 2009 appropriation; and

c = the LEA's total FY 2009 Title I, Part A allocation, including Title I, Part A, ARRA funds

As a condition of approval, the LEA provides assurance that, if the requested waiver is granted, the LEA will adhere to the following conditions:

- 1) Ensure that its schools will implement the waiver in accordance with the formula above;
- 2) Ensure that all schools in improvement within the LEA will comply with all statutory and regulatory requirements regarding their professional development obligations with respect to the funds that are not "factored out" in accordance with the formula above;
- 3) Ensure that its schools use the funds freed-up by the waiver to address needs identified based on data, such as statewide or formative assessment results; and
- 4) Ensure the LEA and its schools in PI will comply with all of their other Title I, Part A statutory and regulatory obligations, including the obligations in ESEA sections 1114 and 1115 to have schoolwide and targeted assistance programs that use effective methods and instructional strategies that are based on scientifically based research.

Section II. (d)
Waivers Related to Title I, Part A ARRA Funds

Local Educational Agency (LEA) Waiver Application to exclude Title I, Part A, American Recovery and Reinvestment Act [ARRA] funds in determining the LEA's per-pupil amount for Supplemental Educational Services (SES). (Elementary and Secondary Education Act [ESEA] Section 1116[e][6][A] and 34 Code of Federal Regulations [CFR] §200.48[c][1])

Enter the ARRA amount that the LEA would like to exclude for the purposes of this waiver on page 2 of this application.

The LEA hereby provides the following assurances:

- 1) The LEA will comply with all of the statutory and regulatory requirements regarding the provision of SES with respect to its regular fiscal year 2009 Title I, Part A allocation; and
- 2) The LEA will comply with all other Title I, Part A statutory and regulatory requirements (to the extent they are not waived), including the requirements in ESEA sections 1114 and 1115 to have school wide and targeted assistance programs that "use effective methods and instructional strategies that are based on scientifically based research."

Section II. (e)
Waivers Related to Title I, Part A ARRA Funds

Local Educational Agency (LEA) Waiver Application to carryover more than 15 percent of its Title I Part A American Recovery and Reinvestment Act (ARRA) allocation once every three years through its Consolidated Application. (Elementary and Secondary Education Act [ESEA] Section 1127[a]).

ESEA Section 1127(b) permits the California Department of Education (CDE) to waive the limitation of once every three years if (1) the LEA's request is reasonable and necessary; or (2) a supplemental Title I, Part A, allocation becomes available.

- 1) In accordance with these provisions, the LEA is requesting a waiver of the carryover limitation more than once every three years because of its Title I, Part A, funds made available under the ARRA, which is, by definition, a supplemental Title I, Part A, appropriation. The LEA is requesting this waiver for a period of two years to carry over excess fiscal year 2009 fiscal year Title I, Part A, funds to fiscal year 2010 and to carry over excess fiscal year 2010 Title I, Part A, funds to fiscal year 2011.
- 2) The LEA is obtaining a waiver of the carry over limitation in ESEA Section 1127(a) so that it can carry over more than 15 percent of its Title I, Part A, fiscal year 2009 or fiscal year 2010 allocation and has already received such a waiver within the prior three years (or receives such a waiver with respect to its fiscal year 2009 funds). The LEA shall apply to the CDE in accordance with CDE's regular procedures for waivers of the carry over limitation. The LEA hereby assures that it needs a waiver of the carry over limitation for the second (or third) time within three years because of its ARRA funds.

CDE Use Only

BOARD AGENDA

REGULAR MEETING
April 15, 2010

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Approval of Agreement with NTD Architecture to prepare a Districtwide Master Plan
- STRATEGIC PLAN:** Strategy #4 – Facilities
- BACKGROUND:**
- As part of Strategic Planning Strategy 4, it was recommended that the district utilize a consulting firm to develop a facilities comprehensive master plan to provide functional and equitable facilities to accommodate all students and staff.
- A selection committee interviewed three firms and recommends NTD Architecture to prepare a districtwide master plan.
- A list of detailed scope of work and tasks is included in the backup material. The master plan will provide a plan for addressing the educational needs of the district, students, and community. It will provide detailed information for each school site and all of the factors involved in long range planning, building repair and maintenance.
- The following firms submitted proposals and were interviewed as follows:
- NTD Architecture
 - Ruhnau Ruhnau Clarke Architects
 - WLC Architects, Inc.
- BUDGET IMPLICATIONS:** \$312,200 – Bond Fund 21 Measure G
- RECOMMENDATION:** That the Board approve the agreement with NTD Architecture to prepare a districtwide master plan.
- ACTION:** On motion of Board Member _____ and _____, the Board approved as presented.

March 31, 2010

Ms. Ana Rojas, AIA
Director of Design and Construction
Seville Construction Services, Inc.
967 Meridian Avenue
Colton, CA 92324

Subject: Fee Proposal for District-wide Master Planning Services
Colton Joint Unified School District
NTD # 2010- 0117-00

Dear Ms. Rojas,

We are pleased to provide a comprehensive fee proposal for the District-Wide Master Planning Services. This Fee Proposal is based on 19 Elementary Schools, 4 Middle Schools, 4 High Schools and Administration and Operational Support Facilities. Please see below:

1. Scope of Work

- a) Review of existing facilities needs assessment, boundary scenario maps, existing site master plans, existing demographic study and enrollment projections, boundary redistricting needs, funding sources and opportunities and existing program design standards.
- b) Participate on a District-Wide Master Plan team.
- c) Assist with the development of educational specifications and provide final Educational Specification per item 2(e).
- d) Provide assessments of existing conditions of each school which include the following:
 - i. *Capacity and ability of core facilities to meet student population needs.*
 - ii. *Support of programs of special curriculum offerings*
 - iii. *Technology infrastructure availability to support programs*
 - iv. *Supervision and security accommodation*
 - v. *Instructional aides availability*
 - vi. *Physical characteristics*
 - vii. *Physical condition of learning environment*
 - viii. *Relationship of spaces for efficient and effective use*
 - ix. *Coordination with District Cabinet to determine new instructional objectives.*
- e) Complete District-wide Master Plan to include the following:
 - i. *Chairing District-Wide Master Plan Committee Meetings and Chair Educational Specifications committee meetings.*
 - ii. *Gathering community, District Staff, Site Administration and staff input on priorities*
 - iii. *Conduct facilities condition surveys (already included in 1d above)*
 - iv. *Analyze and incorporate demographic studies and enrollment projects (In 1a above).*
 - v. *Develop and recommend "potential projects" list*
 - vi. *Identify infill projects and develop best practices for new facility construction*



- vii. *Develop and recommend project phasing and scheduling strategies*
 - viii. *Perform cost analysis/ benefit assessments of proposed projects*
 - ix. *Prepare final District-Wide Master Plan Document and present to Cabinet, Facilities Sub-Committee and Board of Education.*
 - x. *Conduct progress briefing meetings (5).*
- f) Work closely with Colton-Joint Unified School District Staff and District’s Program Manager to prepare a financial implementation plan to include preliminary cost estimates, project budgets and funding sources.

2. Deliverables

- a) Complete Master Plan divided by campus including graphics showing existing conditions and proposed reconfigurations of site plan, floor plans of each building and typical spaces addressing Code, Housekeeping and Transformation.
- b) Provide Preliminary Facility Needs Assessment Draft and Final Report.
- c) Provide Project Scope and Budget Estimate for each campus.
- d) Provide District-Wide Cost and Funding Summary.
- e) Provide Educational Specifications: 1 for Elementary Schools, 1 for Middle Schools, 1 for High Schools and 1 for other Facilities.

3. Schedule

We are prepared to execute the Master Plan and all of it’s component at an extremely accelerated pace. An accelerated pace will require the assistance from the District to have the committee process also accelerated.

We are open to ANY schedule appropriate for the District’s Facilities Program.

4. Fees

See attached spreadsheet showing the proposed fee schedule for the Master Plan.

5. Exclusions

- a) Semi-Annual Board Presentation beyond the first 2 years after initial submittal.

We hope the above proposal meets with your approval. Please let us know if we need to amend any portion of this proposal. Should you have any questions, please do not hesitate to contact me.

Please return one fully executed proposal for our records.

Thank you and we look forward to continuing our service to your District.

Submitted by:

Approved by:

Godwin S. Osifeso, AIA, LEED AP
Partner License # C-22239

Ana Rojas, AIA
Director of Design and Construction

Encl: Fee Schedule
NTD Hourly Rate Schedule

Colton Joint Unified School District, District-Wide Masterplan.

Fee Breakdown (all costs are assumed at \$150 per hour inclusive of all materials, printing, graphics, production of reports, and all traditional consultants such as Civil, Landscape, Structural, Mechanical, Electrical, Plumbing and Acoustical)

# from	Scope	Item Description	Unit	campus	# of Campus	total units	cost per unit	extended Cost	Total Cost for Item
1a)		Review of Existing Needs assessment, etc. - Elementary Schools	hours	5	19	95	\$ 150.00	\$ 14,250	
		Review of Existing Needs assessment, etc. Middle Schools	hours	5	4	20	\$ 150.00	\$ 3,000	
		Review of Existing Needs assessment, etc. High Schools	hours	10	4	40	\$ 150.00	\$ 6,000	
		Review of Existing Needs assessment if applicable for Administration and Operational Support Facilities	hours	10	1	10	\$ 150.00	\$ 1,500	\$ 24,750
1b)		Participate on Districtwide Masterplan - Elementary Schools	hours	2	19	38	\$ 150.00	\$ 5,700	
		Participate on Districtwide Masterplan - Middle Schools	hours	2	4	8	\$ 150.00	\$ 1,200	
		Participate on Districtwide Masterplan - High Schools	hours	2	4	8	\$ 150.00	\$ 1,200	
		Participate on Districtwide Masterplan if applicable for Administration and Operational Support Facilities	hours	20	1	20	\$ 150.00	\$ 3,000	\$ 11,100
1c)		Assist with Development of Educational Specifications - Elem. Schools	hours	8	19	152	\$ 150.00	\$ 22,800	
		Assist with Development of Educational Specifications - Middle Schools	hours	8	4	32	\$ 150.00	\$ 4,800	
		Assist with Development of Educational Specifications - High Schools	hours	8	4	32	\$ 150.00	\$ 4,800	
		Assist with Development of Educational Specifications if applicable for Administration and Operational Support Facilities	hours	0	0	0	N/A		
1d)		Assessment & documentation of existing conditions - Elem. Schools	hours	12	19	228	\$ 150.00	\$ 34,200	\$ 32,400
		Assessment & documentation of existing conditions - Middle Schools	hours	12	4	48	\$ 150.00	\$ 7,200	
		Assessment & documentation of existing conditions - High Schools	hours	16	4	64	\$ 150.00	\$ 9,600	
		Assessment & documentation of existing conditions if applicable for Administration and Operation Support Facilities	hours	10	1	10	\$ 150.00	\$ 1,500	
1e)		Complete Districtwide Masterplan - Elementary Schools	hours	24	19	456	\$ 150.00	\$ 68,400	\$ 52,500
		Complete Districtwide Masterplan - Middle Schools	hours	24	4	96	\$ 150.00	\$ 14,400	
		Complete Districtwide Masterplan - High Schools	hours	40	4	160	\$ 150.00	\$ 24,000	
		Complete Districtwide Masterplan if applicable for Administration and Operational Support Facilities	hours	40	1	40	\$ 150.00	\$ 6,000	\$ 112,800

1f)	Assist in Preparation of Financial Implementation Plan - Elem. Schools	hours	5	19	95	\$ 150.00	\$	14,250
	Assist in Preparation of Financial Implementation Plan - Middle Schools	hours	8	4	32	\$ 150.00	\$	4,800
	Assist in Preparation of Financial Implementation Plan - High Schools	hours	12	4	48	\$ 150.00	\$	7,200
	Assist in Preparation of Financial Implementation Plan if applicable for Administration and Operational Support Facilities	hours	4	1	4	\$ 150.00	\$	600
								\$ 26,850
1g)	Semi-Annual Presentation to the School Board for 2 years	hours	3	4	12	\$ 150.00	\$	1,800
								\$ 1,800
1h)	Educational Specification 1 for Elementary School, 1 for Middle School, 1 for High School and none for Administration and Operational Support Facilities.						\$	15,000
								\$ 15,000
1i)	Facilities Assessment for all 27 Schools and Administration and Operational Support Facilities						\$	35,000
								\$ 35,000
GRAND TOTAL BASE FEE								\$ 312,200



**NTD ARCHITECTURE
HOURLY RATE SCHEDULE
EFFECTIVE JULY 1, 2008**

Job Title	Hourly Rate
Principal	\$250.00
Healthcare Planner	\$250.00
Associate Principal	\$195.00
State Program Advocate/Education Facility Planner	\$175.00
Healthcare Consultant	\$175.00
Studio Director - Architecture and Engineering	\$165.00
Sr. Construction Administrator	\$155.00
Sr. Project Designer	\$150.00
Sr. Project Architect	\$150.00
Sr. Project Engineer	\$150.00
Sr. Mechanical Engineer	\$150.00
QA Director	\$150.00
Project Manager	\$150.00
Project Architect	\$135.00
Project Engineer	\$135.00
Sr. Project Leader	\$135.00
Sr. Project Designer	\$135.00
Sr. Interior Designer	\$135.00
Education Funding Specialist	\$135.00
HVAC/Plumbing Designer	\$125.00
Specification Writer	\$130.00
Sr. Job Captain	\$120.00
Project Leader	\$120.00
Project Designer	\$120.00
Engineering Designer	\$120.00
Interior Designer	\$120.00
Construction Administrator	\$120.00
Job Captain	\$110.00
Education Funding Analyst	\$105.00
Senior Draftsperson	\$95.00
Draftsperson/Engineering Drafter	\$85.00
Studio Assistant/Clerical	\$70.00
Design Assistant	\$70.00

Note: Rates are subject to change.

BOARD AGENDA

REGULAR MEETING
April 15, 2010

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Approval of Additional Action as Required to Maintain a Positive Certification for the 2009-10 Second Interim Financial Report
- GOAL:** Support Services/Budget Planning
- STRATEGIC PLAN:** Strategy #1 – Communication
- BACKGROUND:** On March 25, 2010, the board approved the 2009-10 Second Interim Financial Report with a Positive Certification. Per E.C. 42131(a)(2), the San Bernardino County Office of Education has reviewed the report to determine if the Positive Certification is to be accepted or changed to a Qualified or Negative Certification. The county has completed its review of the report and has determined that additional action is required in order to accept the Positive Certification. The county has directed that a fiscal plan be submitted that identifies specific sources of revenue and areas of expenditure reductions that are to be implemented in the 2010-11 fiscal year; they are as follows:
- A SERP has been approved by the board with an April 30th enrollment deadline. It is estimated that the SERP may realize \$1.66 million in savings in 2010-11. A report will be prepared, summarizing the number of participants. The actual savings will ultimately be determined by the number of positions that remain vacant.
 - Based on a recent actuarial study, workers comp contributions can be reduced, which will result in savings of approximately \$1 million in 2010-11.
 - On March 25, 2010, the Board approved a plan to have the District's transportation department take over the transportation of sixty CJUSD special needs students that receive educational services through the East Valley SELPA. The County presently provides the transportation services. As previously reported, taking over the transportation should save the District approximately \$315,000 per year. Staff will prepare an update on this analysis to further refine the amount of the projected savings.
 - For 2010-11 the mandated cost and lottery designations totaling \$3.89 million will be utilized.
 - Curtailing other services and programs in 2010-11 may provide additional savings of approximately \$675,000. This can be accomplished by increasing the walking distance by one-half mile for students using bus transportation and by eliminating some sports programs. Staff will prepare a report identifying other potential sources of savings.
- BUDGET IMPLICATIONS:** Savings from the SERP, reducing workers comp contributions, taking over the transportation services of EVSELPA students, utilizing the mandated cost and lottery designations and curtailing other services and programs will have the combined effect of increasing the Fund 01 Ending Fund Balance by approximately \$7.5 million through 2011-12.
- RECOMMENDATION:** That the Board approve additional action as required to maintain a Positive Certification for the 2009-10 Second Interim Financial Report.
- ACTION:** On motion of Board Member _____ and _____, the Board approved additional action as required to maintain a Positive Certification for the 2009-10 Second Interim Financial Report.

BOARD AGENDA

REGULAR MEETING
April 15, 2010

ACTION ITEM
First Reading

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

GRADUATION REQUIREMENTS

6146.1

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

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

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

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

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

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

1. COMPREHENSIVE HIGH SCHOOLS – Bloomington and Colton High Schools

a) English.....40 Semester Credits

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

b) History/ Social Science30 Semester Credits

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

c) Science.....20 Semester Credits

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

d) Math.....20 Semester Credits

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

- e) Visual & Performing Arts..... 10 Semester Credits
or
Foreign Language 10 Semester Credits
- f) Computer Literacy 5 Semester Credits (1 semester)
or Demonstrated Competence
- g) Physical Education.....20 Semester Credits

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

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

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

- i) California High School Exit Exam

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

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

Determining a Student’s Grade Level in High School

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

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

2. CONTINUATION HIGH SCHOOL – Slover Mountain High School

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

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

3. ADULT EDUCATION – Washington Alternative High School

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

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

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

4. INDEPENDENT STUDY- Washington Alternative High School

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

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

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

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

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

ADMINISTRATIVE REGULATION

6146.1(a)

GRADUATION REQUIREMENTS – Physical Education Exemption

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

1. Temporary Exemption

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

2. Permanent Exemption

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

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

3. Community College Courses

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

ADMINISTRATIVE REGULATION, continued
6146.1(b)

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

COURSES MEETING GRADUATION REQUIREMENTS

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

ADMINISTRATIVE REGULATION

6146.1(b)

COURSES MEETING GRADUATION REQUIREMENTS, continued

<u>c. Science</u>	<u>20 Semester Credits (10 from each section)</u>	
Biological Science	Biology Honors Biology AP Biology Anatomy & Physiology Integrated Ag. Science II (Ag. Biology)	
Physical Science	Integrated Ag. Science I Earth Science Chemistry Physics AP Chemistry AP Physics Geology	
<u>d. Math</u>	<u>20 Semester Credits</u>	
	Algebra I ** SDC Algebra I Geometry SDC Geometry Honors Geometry Algebra II Honors Algebra II Pre-Calculus Calculus Honors Calculus AP Statistics AP Calculus AB AP Calculus BC	**Algebra I may count for high school math credit if taken in grades 9-12, and not passed in middle school with "C" or better.
<u>e. Visual & Performing Arts</u>	<u>10 Semester Credits (of <i>Either</i> section e or section f)</u>	
Art I	Guitar	
Art II	Chamber Choir	
Art III	Chorus	
Art IV	Adv. Chorale	
Ceramics	Vocal Ensemble	
Adv. Ceramics	Performing Arts	
Beg. Instruments	Video Production	
Marching Band	Acting	
Concert Band	Adv. Acting	
Jazz Band	Intro. To Stagecraft	
Wind Ensemble	Stagecraft	
Music History	AP Studio Art	
Pep Band		

GRADUATION REQUIREMENTS

6146.1(b)

COURSES MEETING GRADUATION REQUIREMENTS, continued

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

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

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

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

g. Physical Education 20 Semester Credits

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

h. Electives: 85-90 Semester Credits

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

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

ADMINISTRATIVE REGULATION

6146.1(c)

GRADUATION REQUIREMENTS – Granting of Variable Credits Transferring from Comprehensive Site

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

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

Failing Grade at time of Check-Out

No Credit

Passing Grade at Time of Check-Out

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

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

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

ADMINISTRATIVE REGULATION

6146.1(d)

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

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

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

Failing Grade at time of Check-Out

No Credit

Passing Grade at Time of Check-Out

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

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

Comparable Courses are Offered:

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

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

Comparable Courses are Not Available:

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

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

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

5/22/08
Amendment Proposed **04/15/2010**

BOARD AGENDA

REGULAR MEETING
April 15, 2010

ACTION ITEM
First Reading

TO: Board of Education

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

SUBJECT: Approval of Proposed Adoption of Board Policy and Administrative Regulation:
BP 6173.1 Education for Foster Youth
AR 6173.1 Education for Foster Youth

GOAL: Student Safety, Community Relations and Parent Involvement

STRATEGIC PLAN: Strategy #5 – College and Career

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

RECOMMENDATION: That the Board adopt the Board Policy and Administrative Regulation:
BP 6173.1 Education for Foster Youth
AR 6173.1 Education for Foster Youth

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

EDUCATION FOR FOSTER YOUTH

BP 6173.1

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

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

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

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

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

REFERENCES

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

04/15/2010

ADMINISTRATIVE REGULATION

EDUCATION FOR FOSTER YOUTH

AR 6173.1

Definitions

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

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

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

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

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

Foster Youth Liaison

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

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

The district liaison for foster youth shall:

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

ADMINISTRATIVE REGULATION

EDUCATION FOR FOSTER YOUTH, continued

AR 6173.1

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

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

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

Enrollment

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

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

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

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

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

ADMINISTRATIVE REGULATION

EDUCATION FOR FOSTER YOUTH, continued

AR 6173.1

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

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

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

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

Applicability of Graduation Requirements

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

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

Grades/Credits

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

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

ADMINISTRATIVE REGULATION

EDUCATION FOR FOSTER YOUTH, continued

AR 6173.1

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

Residency Eligibility for Extracurricular Activities

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

DRAFT

BOARD AGENDA

REGULAR MEETING
April 15, 2010

ACTION ITEM
First Reading

TO: **Board of Education**

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

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

GOAL: Improved Student Performance/Community Relations

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

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

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

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

SEAL OF BILITERACY

BP 5126.1

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

References

EDUCATION CODE

35160 Authority of Governing Boards

35310-35319 Scholarship and loan funds

44015 Awards to employees and students

51243-51245 Credit for private school foreign language instruction

CODE OF REGULATIONS

1632 Credit for private school foreign language instruction

DRAFT

04/15/2010

ADMINISTRATIVE REGULATION

AR 5126.1

SEAL OF BILITERACY

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

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

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

BOARD AGENDA

**REGULAR MEETING
April 15, 2010**

ACTION ITEM

TO: **Board of Education**

PRESENTED BY: James A. Downs, Superintendent

SUBJECT: **Adoption of Resolution, *California Day of the Teacher*, May 12, 2010**

GOAL: **Human Resources Development**

STRATEGIC PLAN: Strategy #1 – Communication
Strategy #5 – College Career
Strategy #6 – Character

BACKGROUND: Section 37227.6 of the California State Education Code designates the second Wednesday in May as *California Day of the Teacher*. School districts traditionally use this day to honor the efforts and accomplishments of teachers in the public educational system.

**BUDGET
IMPLICATIONS:** None

RECOMMENDATION: That the Board of Education adopt the Resolution, *California Day of the Teacher*, May 12, 2010 to recognize the teachers in the Colton Joint Unified School District for their service to students, fellow staff members and the citizens of the entire district.

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

Colton Joint Unified School District

Resolution

California Day of the Teacher

May 12, 2010

WHEREAS, the Association of Mexican American Educators, Inc. (AMAE) and the California Teachers Association (CTA) are co-sponsors of the *California Day of the Teacher* that originated from Senate Bill 1546 passed in 1982 that was based on the Mexican and Latin American *el Dia del Maestro* (Day of the Teacher) festivities that are held in honor of teachers; and

WHEREAS, the second Wednesday in May has been designated as *California Day of the Teacher* to honor the thousands of men and women who have chosen the education profession; and

WHEREAS, the theme for *California Day of the Teacher* this year is “As we teach, we learn;” and

WHEREAS, the role of the teacher entails the highest level of responsibility and is worthy of the highest honor; and

WHEREAS, teachers are instrumental in providing a high quality education and establishing a foundation for lifelong learning for our youth by preparing them to become citizens of tomorrow; and

WHEREAS, the impact that teachers have on students is never ending and their dedicated and efforts positively affect our youth, helping each one to realize his or her potential; now, therefore be it

RESOLVED, that the Board of Education of the Colton Joint Unified School District declares May 12, 2010 as *California Day of the Teacher*, and encourages all schools to participate in activities designated to celebrate the unique contributions made by district teachers.



DULY ADOPTED by the Board of Education of the Colton Joint Unified School District of San Bernardino County, State of California, with a vote of ____ ayes, ____ nays, ____ absent, abstentions, signed by the President and attested by the Secretary this 15th day of April, 2010.

Mel Albiso
President, Board of Education

Attest:

James A. Downs
Secretary, Board of Education

BOARD AGENDA

**REGULAR MEETING
April 15, 2010**

ACTION ITEM

TO: Board of Education

PRESENTED BY: James A. Downs, Superintendent

SUBJECT: Adoption of Resolution, *Classified School Employee Week, May 16–22, 2010*

GOAL: Human Resources Development

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

BACKGROUND: The California State Legislature has designated May 16 – 22, 2010 as *Classified School Employee Week*. School districts traditionally use this time to honor the efforts and accomplishments of classified school employees in the public educational system.

BUDGET IMPLICATIONS: None

RECOMMENDATION: That the Board of Education adopt the Resolution, *Classified School Employee Week, May 16 – 22, 2010* to recognize the classified staff of the Colton Joint Unified School District for their service to students, fellow staff members and the citizens of the entire district.

ACTION: On motion of Board Member _____ and _____, the board adopted resolution, *Classified School Employee Week, May 16 – 22, 2010* as presented.

Resolution

“Classified School Employee Week”

May 16 – 22, 2010

WHEREAS, classified school employee week was established in 1986 under the California Senate Bill 1552; and

WHEREAS, the Colton Joint Unified School District employs approximately 920 classified employees; and

WHEREAS, classified school employees contribute to the establishment and promotion of a positive instructional environment; and

WHEREAS, classified school employees play a vital role in providing for the welfare and safety of the students in the Colton Joint Unified School District; and

WHEREAS, classified school employees in the Colton Joint Unified School District strive for excellence in all areas relative to the educational community; now therefore be it

RESOLVED, that the Board of Education of the Colton Joint Unified School District hereby recognizes and honors the contributions of the classified school employees in support of quality education in the State of California and the Colton Joint Unified School District.



DULY ADOPTED by the Board of Education of the Colton Joint Unified School District of San Bernardino County, State of California, with a vote of ___ ayes, ___ noes, ___ absent, and ___ abstentions and signed by the President and attested by the Secretary this 15th day of April, 2010.

Mel Albiso
President, Board of Education

Attest:

James A. Downs
Secretary, Board of Education

BOARD AGENDA

**REGULAR MEETING
April 15, 2010**

ACTION ITEM

TO: Board of Education

PRESENTED BY: James. A. Downs, Superintendent

SUBJECT: Adoption of Resolution, *National School Nurse Day, May 12, 2010*

GOAL: Human Resources Development

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

BACKGROUND: The purpose of the day is to celebrate the contribution of school nurses toward improving the health of children and to provide a better understanding of the school nurse.

**BUDGET
IMPLICATIONS:** None

RECOMMENDATION: That the Board of Education adopt the Resolution, *National School Nurse Day, May 12, 2010* to recognize school nurses in our schools and the community.

ACTION: On motion of Board Member _____ and _____, the Board adopted the resolution, *National School Nurse Day, May 12, 2010* as presented.

Resolution

“National School Nurse Day”

May 12, 2010

WHEREAS, National School Nurse Day was established in 1972 by the National Association of School Nurses to provide a better understanding of the role of school nurses in the education setting; and

WHEREAS, *National School Nurse Day* is celebrated on the Wednesday during National School Nurses Week; and

WHEREAS, school nurses are professional nurses that promote the well-being, academic success, and life-long achievements of all students by providing a critical safety net for our nation’s most fragile children; and

WHEREAS, all students have a right to have their health needs safely met while in the school setting; and

WHEREAS, school nurses act as a liaison to the school community, parents, and health care providers on behalf of the children’s health; now therefore be it

RESOLVED, that the Board of Education of the Colton Joint Unified School District adopt the resolution designated for *National School Nurse Day*, May 12, 2010 and urges all schools and communities to join with their school nurses to celebrate this important day.



DULY ADOPTED by the Board of Education of the Colton Joint Unified School District of San Bernardino County, State of California, with a vote of ___ ayes, ___ noes, ___ absent, and ___ abstentions and signed by the President and attested by the Secretary this 15th day of April, 2010.

Mel Albiso
President, Board of Education

Attest:

James A. Downs
Secretary, Board of Education

BOARD AGENDA

**REGULAR MEETING
April 15, 2010**

ADMINISTRATIVE REPORTS

TO: Board of Education

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

SUBJECT: Quarterly Uniform Complaint Report Summary
(January through March 2010)

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

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

BACKGROUND: As required by Williams Settlement legislation, the quarterly uniform complaint report summary for January, February and March 2010 is provided for your review.

AR-8.1

Williams Settlement Legislation

Quarterly Report Summary (2010)

Quarterly Uniform Complaint Report Summary

For submission to School District Governing Board and County Office of Education

District Name: Colton Joint Unified School District

Quarter covered by this report: January, February, March 2010

Please fill in the following table. Enter 0 in any cell that does not apply

	Number of complaints received in quarter	Number of complaints resolved	Number of complaints unresolved
Instructional Materials	0	0	0
Facilities	1	1	0
Teacher Vacancy and Misassignments	0	0	0
Totals	1	1	0