



# BOARD OF EDUCATION

## Regular Meeting, Reorganization Session and Public Hearing

**December 10, 2009**

**5:30 p.m. – Public Session**

**Public Comment to Precede Action Sessions**

**Closed Session to Commence following Action Sessions**

***Location: Colton JUSD Student Services Center  
Board Room  
851 South Mt. Vernon Avenue  
Colton, California***

### AGENDA

**I. CALL TO ORDER**

Roll Call

- Mrs. Marge Mendoza-Ware (President) \_\_\_\_\_
- Mr. Mel Albiso (Vice President) \_\_\_\_\_
- Mr. David R. Zamora (Clerk) \_\_\_\_\_
- Mr. Robert D. Armenta, Jr. \_\_\_\_\_
- Mrs. Patt Haro \_\_\_\_\_
- Mr. Frank A. Ibarra \_\_\_\_\_
- Mr. Kent Taylor \_\_\_\_\_
- Mr. James A. Downs \_\_\_\_\_
- Mr. Jerry Almendarez \_\_\_\_\_
- Mr. Jaime R. Ayala \_\_\_\_\_
- Ms. Mollie Gaaney-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 \_\_\_\_\_

### 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.

## **II. PUBLIC SESSION 5:30 p.m. Renewal of the Pledge of Allegiance**

### **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).

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

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

## **III. REORGANIZATION SESSION**

### **1. Election of Officers and District Representatives**

- President
- Vice President
- Clerk
- ROP Board Member (Two-Year Term)
- Alternate ROP Board Member (One Year Term)
- Representative Elector – San Bernardino County Committee on School District Organization
- Budget Subcommittee
- Curriculum Subcommittee
- Facility Subcommittee

### **2. Selection of Regular Meetings Dates – 2010** (calendar year)

## **IV. HEARING SESSION / PUBLIC SESSION**

### **1. Employee Recognition Program**

- Kathy Reynosa — *Classified*, Bloomington High School
- Sherry Norberg — *Certificated*, Alice Birney Elementary
- Mitchel Hovey — *Management*, Colton Middle School
- Mr. and Mrs. Enrique Jaime — *Education Partner*, Ruth O. Harris Middle School

**Public Hearing**  
*Action Item B- 13*

### **2. Adoption of Resolution No. 09-44 to Implement Program Flexibility as Authorized Under Education Code Section 42605**

3. Public Comment: **Specific Consent, Action, Study/Info or Closed Session Item**  
(blue card; list agenda item # and subject)
4. Public Comment: **Item Not on the Agenda** (white card; list topic)

**V. 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

1. Approval of Minutes for the November 19, 2009 Regular Board Meeting
2. Approval of Student Field Trips
3. Approval of Consultant for Assembly Presentation
4. Approval of the Secondary Summer School Program for 2010 (Grades 9-12)
5. Approval of 2009-10 Student Performance Plans for Categorical Programs for all 26 School Sites (Elementary and Secondary)
6. Approval of the Revised Course Descriptions for *Beginning Band, Concert Band, Jazz Band, Marching Band, and Wind Ensemble*, Grades 9-12 (Beginning December 2009)
7. Approval of the Revised Course Description for *California High School Exit Exam (CAHSEE) Math Support*, Grades 10-12 (Beginning December 2009)
8. Acceptance of Gifts
9. Approval of District Workers' Compensation Self-Insurer's Annual Report for 2008-09

**B. Action Items**

1. Approval of Agreement with the District Assistance Intervention Team (DAIT) New Directions, Inc. to Provide Additional Consulting and Professional Services Support for Six Program Improvement Schools: Alice Birney, Crestmore, Grant, Lincoln, Wilson, and Zimmerman (2009-10)

2. Approval of Amendment and Adoption of New Board Policies and Administrative Regulations:
  - BP 6116 Classroom Interruptions*
  - AR 6116 Classroom Interruptions*
  - BP 6146.3 Reciprocity of Academic Credit*
  - AR 6146.3 Reciprocity of Academic Credit*
  - BP 6155 Challenging Courses by Examination (New)*
  - AR 6155 Challenging Courses by Examination (New)*
  - BP 6172.1 Concurrent Enrollment in College Classes (Replaces BP#4030)*
  - AR 6172.1 Concurrent Enrollment in College Classes (Replaces AR#4030)*
3. Approval of Waiver of California High School Exit Exam (CAHSEE) Requirement for Students with Disabilities Who Have Taken the Exam with Modifications and Received the Equivalent of a Passing Score (2008-09)
4. Approval of Personnel Employment
5. Approval of Conference Attendance
6. Approval of Memorandum of Understanding with the Loma Linda University School of Dentistry to Provide Dentistry Services to Reche Canyon Elementary Students
7. Approval of Purchase Orders
8. Approval of Disbursements
9. Award of Bid #09-01 to Dave Bang Associates, Inc., for Playground Equipment and DSA Shade Shelters (2009-10)
10. Approval of Agreement with Harley Ellis Devereaux for the Bloomington High School New Math and Science Building and Interim Housing Projects (2009-12)
11. Adoption of 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 (2009-14)
12. Adoption of 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 (2009-14)
13. Adoption of Resolution No. 09-44 to Implement Program Flexibility as Authorized Under Education Code Section 42605
14. Approval of 2009-10 First Interim Financial Report

15. Approval of Letters of Authorization No. 1, 2 and 3 with Seville Construction Services, Inc. and Execution by Assistant Superintendent, Business Services Division
16. Approval of Renewal of the Memorandum of Understanding (#09/10-0179) and Maintenance Agreement (#09/10-0180) with the San Bernardino County Superintendent of Schools for the Use of Facilities at Lewis and Smith Elementary Schools, Bloomington Middle School, and Colton High School

**C. Action Items – Resolutions**

1. Adoption of Resolution, “Restore City of Colton Library Services”

**VI. STUDY, INFORMATION & REVIEW SESSION**

1. Feasibility Study for a Joint Use Project with the San Bernardino County Library Adjacent to Bloomington High School – Jaime Ayala
2. Proposed Land Use by Arrowhead Regional Medical Center of District Property Located on Meridian Avenue, Colton (6.66 net acres) – Jaime Ayala
3. Boundary Update – James A. Downs and Mike Snellings
4. Budget Update – Jaime Ayala
5. Facilities Update – Jaime Ayala
6. Budget Subcommittee Update
7. Curriculum Subcommittee Update
8. Facilities Subcommittee Update
9. ACE Representative
10. CSEA Representative
11. MAC Representative
12. ROP Update
13. Superintendent’s Communiqué / Correspondence / Communications
14. Board Member Comments

**VII. CLOSED SESSION**

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

**1. Student Discipline, Revocation, and Re-entry**

**2. Personnel**

- ♦ Public Employee: Discipline/Dismissal/Release/Reassignment (Gov. Code 54957)
- ♦ Public Employee: Employment  
Title: Administrator, Facilities Planning, Construction, Maintenance and Operations

**3. Conference with Real Property Negotiator (Gov. Code 54956.8)**

Property: APN's: 1167-151-37, 1167-151-32, 1167-151-33, 1167-151-34, 1167-151-35, 1167-151-36, 1167-151-37, 1167-151-38, 1167-151-39, 1167-151-40, 1167-151-41, 1167-151-42, 1167-151-43, 1167-151-44, 1167-151-45, 1167-151-46, 1167-151-47, 1167-151-48, 1167-151-49, 1167-151-50, 1167-151-51, 1167-151-52, 1167-151-53, 1167-151-54, 1167-151-55, 1167-151-56, 1167-151-57, 1167-151-58, 1167-151-59, 1167-151-60

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

**4. Conference with Legal Counsel—Anticipated Litigation**

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

Potential Case: One

**5. 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)

**VIII. PUBLIC SESSION -- ACTION REPORTED FROM CLOSED SESSION**

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**IX. ADJOURNMENT**

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# BOARD AGENDA

**REGULAR MEETING  
December 10, 2009**

**CONSENT ITEM**

## **Board of Education**

- PRESENTED BY:** James A. Downs, Superintendent
- SUBJECT:** **Approval of Minutes:  
Regular Meeting, November 19, 2009**
- 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 of the Board of Education meeting held on November 19, 2009, as presented.

**BOARD OF EDUCATION**  
**Minutes**

**Regular Meeting**  
**November 19, 2009**  
**5:00 p.m.**

The Board of Education of the Colton Joint Unified School District met in Regular Session on Thursday, November 19, 2009, 5:00 p.m. in the Board Room at the CJUSD Student Services Center, 851 So. Mt. Vernon Avenue, Colton, California.

Trustees Present

|                           |                        |
|---------------------------|------------------------|
| Mrs. Marge Mendoza-Ware   | President              |
| Mr. Mel Albiso            | Vice President         |
| Mr. David R. Zamora       | Clerk                  |
| Mrs. Patt Haro            |                        |
| Mr. Frank A. Ibarra       |                        |
| Mr. Kent Taylor           |                        |
| Mr. Robert D. Armenta Jr. | (arrived at 5:06 p.m.) |

Trustees Absent

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 |

Board President Mendoza-Ware called the meeting to order at 5:00 p.m. Principal Robert Verdi, CHS, led in the renewal of the pledge of allegiance to the flag of the United States of America. Spanish interpreter/translation services were available.

**Hearing Session**

1. Sunshine Proposal –Association of Colton Educators (ACE) representatives Karen Houck and Marcella Cook presented the following articles which they will Sunshine.
  - Article 7: Wages and Health and Welfare Benefits
    - 7.2 Wages
    - 7.5 Benefits
  - Article 8: Hours of Employment
    - 8.1 Workday
    - 8.6 Planning Time
  - Article 9: Class Size
    - 9.3 Class Size Maximums and Averages
  - Article 10: Evaluation Procedures
    - 10.1b3 General
  - Article 12: Transfer Policy
    - 12.1 Definition
    - 12.16 Year-Round Education Transfer Policy
  - Article 13: Leave Policies
    - 13.3 Personal Necessity Leave
    - 13.5 Immediate Family Defined
  - Appendix II Ratio Schedule for Non-Teaching Assignments
  - Appendix III Extra Duty and Miscellaneous
  - Appendix IV Coaching/Activity Pay – Senior Comprehensive High School Unless Otherwise Noted



2. Budget Update – Business Services Division

Assistant Superintendent Ayala reviewed a budget timeline through July 1, 2010. The timeline includes continuing efforts to realign the budget to maintain fiscal solvency. Commencing in January 2010, the district will begin to build the 2010-11 budget based on the Governor's budget and realignments as directed by the board. Until the budget is adopted, the district will refine the budget as updates are provided by the state.

Mr. Ayala informed the board of the district's current budget conditions. On November 18<sup>th</sup> the Legislative Analysis Office reported that the state budget shortfall will exceed \$20 billion; educational funding continues to decline and mid-year cuts are still a possibility. Because of these conditions the district must draw on reserves and implement significant and on-going budget realignment strategies.

Because employee salaries dominate a large percentage of the district's budgetary obligations, Mr. Ayala suggested that the district seriously consider salary rollbacks (7.25%); freezing step/column increases; additional furlough days for certificated, classified and management employees (one per month). Although Mr. Ayala is not in favor of putting jobs at risk, he strongly urged the board to explore major cost cutting strategies to meet the challenges of the budget crisis. He advised the board to give careful consideration to the district's recommendation for summer school programs 2010.

Other topics reviewed by Mr. Ayala include a multi-year revenue, expenditure, ending fund balance summary of the general fund and adjustments included in the multi-year projections. To conclude the budget update, Mr. Ayala stated the following:

- Drawing down on reserves alone will not solve the budget problem
- One-time budget realignments plus on-going budget realignments are required to maintain fiscal solvency
- Plan for budget realignments needs to be in place by January, which will allow ample time to build and refine the 2010-11 budget for adoption by July 1, 2010.
- The district will continue to monitor site budgets, conferences (travel), and large purchase items

The board questioned whether the district included, as part of the multi-year projections, the additional ADA revenue that will be generated by the opening of Grand Terrace High School (GTHS).

Ms. Sosan Schaller, Fiscal Services, advised that additional revenue (ADA) had been factored into the multi-year projection. The increased revenue generated by GTHS would not be substantial as most of the incoming 9<sup>th</sup> and 10<sup>th</sup> grade students are currently enrolled within the Colton JUSD.

The board requested additional multi-year projections to contain higher enrollment numbers and increased ADA revenue.

3. Facilities Update – Business Services Division

Superintendent Ayala provided a facilities update for current projects:

Grand Terrace High School

- Grading is approximately 80% complete
- Building pads have been certified
- Storm water prevention plan is complete
- Underground electrical utilities for buildings is underway
- Structural steel framing will begin in January 2010

Bloomington High School Projects

- New math and science building and interim housing project

Colton High School Projects

- New math and science building

Staff has solicited proposal for architectural services for the following projects:

- DSA pre-approved shade shelter at Lincoln Elementary and Washington Alternative High School
- Addition of bus/parent drop-off area at Birney and McKinley Elementary Schools
- Expansion and reconfiguration of main parking lot, staff parking lot and bus drop off zone at Terrace View Elementary School
- DSA pre-approved shade shelter and the addition of two re-locatable classrooms at Terrace View Elementary School
- New fire alarm/intercom systems at Grimes, Reche Canyon and Terrace View Elementary Schools and Bloomington Middle School

Board Member Taylor requested information on the use of the pool at Terrace Hills Middle School.

Maintenance and Operations informed the board that a new circulating pump was ordered and scheduled to be installed this week.

Board Member Albiso asked the district to research whether or not fire alarms can be included under deferred maintenance.

At this time, Superintendent Downs reviewed the district's recommendation for Summer School 2010. He presented five summer school options that ranged from "business as usual" serving 3,000 students to eliminating summer school altogether. Mr. Downs expressed that the district must remain focused on maintaining fiscal solvency while addressing the academic needs of students. The district recommends Summer School Option #3, for an operating cost of \$370,000. Summer School Option #3 will cater to the needs of graduating seniors and incoming juniors; assisting students to meet graduation requirements; summer school will not be offered to students grades 7-10; extracurricular activities such as ROTC, band, football, AVID and Ag summer programs will not be offered.

Board Member Ibarra questioned whether the district would face liability issues if individuals volunteered to continue summer programs.

Board Member Zamora expressed concern for programs such as band, football and ROTC if summer programs were eliminated.

Assistant Superintendent Gainey-Stanley advised the board that the elimination of summer programs would not carry into the new school year. The band, football, ROTC, AVID and Ag summer programs would be fully functioning in the regular school year.

Board Member Taylor recommended Summer School Option #2. He contended that because of the district's Program Improvement status and DAIT requirements, we need to increase our overall graduation rate. By focusing primarily on 2010 juniors and seniors we will not be able to fully support increased graduation for underclassmen.

Board Member Haro was concerned with transportation cost and asked if a summer school site had been determined.

Ms. Gainey-Stanley informed the board that the site would be determined based on the recommendation of the board, as well as which high school will have the highest enrollment for summer school.

After further discussion, the Board, by majority, recommended Summer School Option #2 for a total operating cost of \$820,000; serving approximately 2,350 students. (Board Member Haro expressed support for Summer School Option #3).

4. Public Comment: Specific Consent, Action, Study/Info or Closed Session Item:

1. *Pete Carrasco Sr.*, Friends of the Colton Public Library, resident, thanked Superintendent Downs and Board Member Zamora for representing the school district at the November 17<sup>th</sup> Colton City Council Meeting. Mr. Carrasco commented on the value of the services provided by the library especially during the current economic conditions. He is hopeful that a suitable solution to the closure can be reached through the combined efforts of the city, district and the county office of 5<sup>th</sup> District Supervisor Josie Gonzalez.
2. *Amelia Villalpando*, employee, CSEA member, inquired as to the district's plans to implement a modified traditional calendar in the next school year. Because such a change would impact several classified employees she asked the district to consider adding a CSEA member to the calendar committee.
3. *Randall Cenicerros*, parent, community member, thanked Superintendent Downs, Board Member Zamora and PTA President Elsa Aguilar for their support of the Colton City Library. In regard to the library closure, it is great to know the board supports the city library system. Mr. Cenicerros commented that it is impressive to see the superintendent and administrators out in the community and supporting student activities. He also asked the board to consider student programs such as band, ROTC, and fall sports when making a decision on summer school options. Mr. Cenicerros shared the contents of a letter from the Fontana Unified School District in reference to the opening of Jurupa Hill High School. Lastly, he encouraged the district to remain on the fast track to building Grand Terrace High School.

The board collectively responded that they are exploring alternative ways to support school programs, while maintaining a sound budget. Although extracurricular activities are important and eliminating student programs is never an easy decision, the main focus of the district is to ensure that students are academically successful.

4. *Christine Irish-Re*, resident, reported that youth football and soccer participants continue to park on "G" Street and leave trash behind on the playing fields.

5. Public Comment: Items not on the agenda: – No Comments

**Action Session**  
**Consent**  
**Items**

- |        |     |  |
|--------|-----|--|
| #177   |     | On motion of Board Member Albiso, seconded by Board Member Zamora, and carried with a 7-0 vote, the Board approved Consent Items #A-1 through #A-5 as presented.                         |
| #177.1 | A-1 | Approved the November 5, 2009, Regular Board Meeting Minutes   |
| #177.2 | A-2 | Approved consultants for assembly presentations ( <b>Exhibit A</b> )   |
| #177.3 | A-3 | Approved student field trips ( <b>Exhibit B</b> )  |
| #177.4 | A-4 | Approved one-year renewal for computer program license agreement with Skills Tutor to provide supplemental instruction and tutoring services for elementary schools students (2009-2010) |
| #177.5 | A-5 | Accepted gifts ( <b>Exhibit C</b> )  |

|                            |             |  |
|----------------------------|-------------|--|
| <b><u>Action Items</u></b> | <b>#178</b> | On motion of Board Member Zamora, seconded by Board Member Taylor, and carried on a 7-0 vote, the Board approved Action Items #B-1 through B-7 as presented.   |
| <b>#178.1</b>              | <b>B-1</b>  | Approved personnel employment ( <b>Exhibit D</b> )   |
| <b>#178.2</b>              | <b>B-2</b>  | Approved conference attendance ( <b>Exhibit E</b> )  |
| <b>#178.3</b>              | <b>B-3</b>  | Approved purchase orders for the sum of <b>\$11,056.59</b> , as presented  |
| <b>#178.4</b>              | <b>B-4</b>  | Approved disbursements as listed, from batch # <b>0606</b> through # <b>0670</b> for the sum of <b>\$2,381,298.29</b>  |
| <b>#178.5</b>              | <b>B-5</b>  | Approved utilization of the Riverside Unified School District's "piggyback" bid 2004/05-12 for an eighteen month lease agreement with Mobile Modular Management Corp. for interim portable classrooms at Bloomington High School (2009-2011; 16 classrooms and 1 restroom) |
| <b>#178.6</b>              | <b>B-6</b>  | Approved agreement with C.H.J., Inc. for geotechnical testing and materials inspection services for the Bloomington High School interim classrooms and new math and science building project (2009-2011)   |
| <b>#178.7</b>              | <b>B-7</b>  | Approved memorandum of understanding with the San Bernardino County Department of Public Health for the use of Colton High School and Ruth O. Harris Middle School sites as H1N1 vaccination clinics   |

### **Study, Information and Review Session**

1. **Personnel** – Resignations
2. **Student Internship Program** – Mr. Almendarez is currently working with staff from Administrative Services, Human Resources and Dr. Rodriguez, California State University San Bernardino (CSUSB), on the details of the Student Internship Program. The implementation of this program will begin in January of 2010 at Bloomington and Colton High Schools. CSUSB will assist in training students and facilitating the program. Mr. Beal, Administrative Services, is researching a grant from the Institute for Mexicans Abroad (IME) and University of California, Berkeley, to help fund program.
3. **Budget Update** – See minutes under “Hearing Session”
4. **Facilities Update** – See minutes under “Hearing Session”
5. **Budget Subcommittee Update** – no report
6. **Curriculum Subcommittee Update** – no report
7. **Facilities Subcommittee Update** – no report
8. **ACE** – Karen Houck, Marcella Cook, and Robert Lemoine, invited the community to the City of Colton's Annual Christmas Parade on Saturday, December 5<sup>th</sup>.
9. **CSEA** – Anthony Diaz announced that CSEA elections will be held on December 15, 2009; election results will be publicized following the election.
10. **MAC** Ingrid Munsterman acknowledged the difficult financial decisions that continue to challenge the board and thanked them for their leadership. Mrs. Munsterman wished everyone a Happy Thanksgiving.
11. **ROP** Patt Haro congratulated ROP Superintendent Stephanie Houston whose contract was renewed until 2013. She announced the upcoming WASC Accreditation visit scheduled for December 1, 2009. Lastly, Mrs. Haro commended ROP for receiving the Golden Bell Award which will be presented at CSBA Annual Education Conference and Trade Show in December.

12. **Superintendent's Communiqué / Correspondence / Communications:** Superintendent Downs announced that Grand Terrace Elementary School has been invited to apply to be California Distinguished School; applications will be reviewed in mid-January and final selections will be announced in April. Colton Middle School earned three trophies at the Mathematics Engineering Science Achievement (MESA) Robotics Invitational Competition at the University of California Riverside, on November 14<sup>th</sup>. Thirteen students from Bloomington and Colton High Schools were honored at California State University San Bernardino for being the top 1% of students for the Class of 2010 in San Bernardino County for excellence in scholarship, citizenship and leadership. Superintendent Downs recognized Jurupa Vista Elementary and Bloomington Middle School for leading the district with the highest attendance rate for the month of October. He also congratulated Colton High School's football and volleyball teams for advancing into the playoffs. Superintendent Downs invited parents to attend Parent Night at Terrace Hills Middle School on Tuesday, December 8<sup>th</sup> from 6-8:00 p.m. He closed his comments by affirming the district's commitment to support student academic success during the closure of the city libraries.

### 13. Board Member Comments

**Kent Taylor** – *No report*

**Robert Armenta Jr.** wished staff and the community a Happy Thanksgiving. He also thanked Superintendent Downs and Board Member Zamora for representing the district and board at the City of Colton Council Meeting. Mr. Armenta requested that the board continue to be updated on the status of the library.

**David Zamora** would like for the board to address ways in which the district can support the community. He, too, asked Superintendent Downs to continue a dialogue with the board in regard to the library closure. Mr. Zamora assured Mr. Carrasco that the district will continue to explore avenues to deal with the library closure. He thanked Mrs. Elsa Aguilar for supporting students, parents and the community through PTA. Lastly, Mr. Zamora encouraged staff to come up with alternatives to support students (library) while keeping in mind the district commitment to education and maintaining a responsible budget.

**Frank Ibarra** expressed disappointment in the City of Colton for closing down the three city library facilities. Mr. Ibarra requests that cabinet direct principals and teachers to keep in mind the library closures when assigning/accepting homework and projects as some students rely greatly on library resources. He assured the community of the board's commitment to students. Mr. Ibarra thanked Board Member Zamora and Superintendent Downs for their support at the city council meeting. He announced that he will be participating in the Colton Christmas Parade on Saturday, December 5; the parade will begin at 10:00 a.m.; four CHS students will participate in the parade as his guests. Mr. Ibarra wished the community, district and fellow board members a Happy Thanksgiving.

At this time, the board unanimously consented, and directed the district to develop a resolution in support of the city libraries, services and programs; student safety; and childcare programs operated at district facilities. They would also like the district to send a letter on behalf of the board, recognizing the mismanagement of resources by the city. The board request the final resolution be presented at the December 10th board meeting.

**Mel Albiso** inquired about the steps counselors are taking to address obstacles that face minority, socio-economically disadvantaged, special education and English learner students. He asked that a concerted effort be made by the district to review critical programs that support the achievement of Targeted Students. Mr. Albiso shared information about targeted student improvement that addresses issues of reallocating programs and related funding.

**Patt Haro** commented on the success of Wilson Elementary School's Veterans' Day Assembly. The event was set up in USO fashion and honored community veterans including Mr. Ray Abril Jr., and the Colton Fire and Police Departments. Bloomington High School celebrated their annual homecoming under the direction of Ms. Misty Wright. Mrs. Haro acknowledged the fine job Ms. Wright has done during her first year as activities director. She remarked on the enlightening program for GATE students at BHS; students were encouraged through writings by classic American author, Edgar Allan Poe. Mrs. Haro toured San Salvador, Colton Middle School and Slover Mountain High School with Superintendent Downs and Assistant Superintendent Gainey-Stanley. She praised the efforts of Ruth O. Harris Middle School for their fundraising drive at Shakey's Pizza; making a 25% profit on sales generated by ROHMS supporters. Mrs. Haro further acknowledged the impressive attendance at Jurupa Vista and Bloomington Middle School. She, too, thanked Superintendent Downs and Board Member Zamora for representing the district at the city council meeting. Mrs. Haro concluded her comments by thanking staff for all of their hard work and wishing everyone a blessed Thanksgiving.

**Marge Mendoza-Ware** expressed her commitment to support the city libraries and issues of childcare for the Colton community. She announced that the district will work collaboratively with 5th District Supervisor Josie Gonzalez to support the needs of Colton students. Mrs. Mendoza-Ware publicized that county libraries are open and will offer, free of charge, library cards to City of Colton residents. The free library service excludes the county library located in the City of Redlands. For more information she advised residents to visit the district website, [www.colton.k12.ca.us](http://www.colton.k12.ca.us). Mrs. Mendoza-Ware congratulated Grand Terrace Elementary for the invitation to apply for the California Distinguished School honor and wished them well during the application process. She praised Jurupa Vista Elementary and Bloomington Middle School for their outstanding attendance for the month of October. She noted that improved student attendance will continue to increase ADA revenue and challenged parents and students to get to school. To finish, Mrs. Mendoza-Ware wished all a safe and blessed Thanksgiving.

**Closed Session #179** At 6:40 p.m., Board President Mendoza-Ware announced that the board would recess to closed session to discuss items on the closed session agenda:

- Student Discipline
- Personnel
- Conference with Real Property Negotiator
- Labor Negotiators

The Board meeting reconvened at 7:43 p.m. Board President Mendoza-Ware reported on action taken in closed session:

**#179.2 1. Student Discipline:**  
On motion of Board Member Taylor, seconded by Board Member Zamora, and carried on a 7-0 vote, the Board approved Student Discipline Items #1-3 as presented.

1. 97823                      2. 110325                      3. 98310

**#179.1 2. Personnel:**  
On a motion by Board member Taylor, seconded by Board member Zamora, and carried on a 6-1, vote (Ayes: Mendoza-Ware, Albiso, Zamora, Armenta, Taylor, Ibarra. Noes: Haro), the Board employed *Wael Elatar*, as the administrator of facilities planning, construction, maintenance and operations.

**3. Conference with Real Property Negotiator (Gov. Code 54956.8) ~ no reportable action ~**  
Property: APN's: 1167-151-37, 1167-151-32, 1167-151-33, 1167-151-34, 1167-151-31, 1167-151-44, 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

**4. Conference with Labor Negotiator ~ no reportable action ~**  
Agency: Jerry Almendarez Assistant Superintendent, Human Resources  
Ingrid Munsterman, Director, Human Resources  
Employee Organizations: Association of Colton Educators (ACE)

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

**Adjournment**

At 7:44 p.m., the Board adjourned to the next Regular Board of Education Meeting on December 10, 2009, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

**EXHIBIT A – Consultants Assembly Presentation: Regular Meeting – November 19, 2009**

| Site   | Date   | Time                                       | Program/Purpose  | Location | Consultant(s)                         | Cost     | Funds | Strategic Plan* |
|--------|--|--|--|----------|---------------------------------------|----------|-------|-----------------|
| Smith  | 11/30, 12/7,<br>12/11/2009<br>and<br>01/11,01/19<br>01/26/2010 | 11:30 a.m.<br>&<br>1:40 p.m.<br>(each day) | <i>Riverside Art Museum Youth Education</i><br>Students will be introduced to various principles and techniques of studio art aligned to California Performing Arts Standards. (Grades 4, 5,6) | Smith    | Riverside Art Museum<br>Riverside, CA | \$700.00 | GATE  | Strategy<br>#1  |
| Rogers | 12/1/09  | 9:15 a.m.<br>&<br>10:15 a.m.               | <i>Interactive Science</i><br>Students will participate in hands on science activities and learn scientific properties and principles aligned with California Science Standards. (Grades K-6)  | Rogers   | Achieve Science<br>La Mirada, CA      | \$995.00 | PTA   | Strategy<br>#1  |



**EXHIBIT B – Student Field Trips: Regular Meeting – November 19, 2009**

| Site            | Date                                     | Depart    | Return     | Destination   | Activity/Background   | Grade | Teacher   | Cost   | Funding  | Strategic Plan* |
|-----------------|--|-----------|------------|---|---|-------|---|--|--|-----------------|
| Smith           | 12/14/09<br>to<br>12/17/09<br>(M/T/W/Th) | 9:00 a.m. | 12:00 noon | Cedar Crest Camp<br>Running Springs, CA<br>(District) | <i>Outdoor Science School</i><br>To provide students with an outdoor science experience that is aligned with the Science Content Standards which includes the study of plants, animals, ecology, geology, and other natural California resources. | 6     | Steven Llanusa<br>James Linzels<br>David Rood<br>(100)                  | No cost<br><br>(\$1,400<br>Transportation)         | Orange<br>County<br>Department<br>of<br>Education<br><br>Discretionary | Strategy<br>#1  |
| Terrace<br>View | 4/6/10<br>to<br>4/9/10<br>(T/W/Th/F)     | 9:00 a.m. | 10:30 a.m. | Arrowhead Ranch<br>Lake Arrowhead, CA<br>(District)   | <i>Outdoor Science School</i><br>To provide students with an outdoor science experience that is aligned with the Science Content Standards which includes the study of plants, animals, ecology, geology, and other natural California resources. | 6     | Tom Fletcher<br>Katie Guthrie<br>Holly Herrera<br>Kelly Gordon<br>(80)  | \$16,800   | ASB  | Strategy<br>#1  |
| Terrace<br>View | 3/10/10<br>(Wed.)                        | 7:00 a.m. | 9:00 p.m.  | Disneyland<br>Anaheim, CA<br>(District)               | <i>Disney Youth Education<br/>Series- Disney's Animation<br/>Magic</i><br>Students will learn the history, creativity and innovation of the animation process.  | 5     | Valeria Green<br>Dawn Plumb<br>Kerrie Dietz<br>Kelly Gordon<br>(117) +8 | \$9,868.00<br>(Includes<br>transportation<br>cost) | Donations  | Strategy<br>#1  |

**EXHIBIT C – Gifts – Regular Meeting – November 19, 2009**

| SITE                         | DONOR   | DONATION / PURPOSE                                     | AMOUNT               |
|------------------------------|---|--|----------------------|
| Reche Canyon Elementary      | <b>Jamba Juice</b><br>6475 Christie Ave., Ste. 150<br>Emeryville, CA 91608                                    | Check #0953416<br>Site discretionary                   | \$147.00             |
| Wilson Elementary            | <b>Coca-Cola Enterprises Bottling Companies</b><br>Department A, 521 Lake Kathy Dr.<br>Brandon, FL 33510-3981 | Check #04701319<br>Site discretionary                  | \$30.00              |
| Terrace Hills Middle School  | <b>Wal-Mart</b><br>702 S.W. 8th St.<br>Bentonville, AR 72716  | Check #1606379<br>Check# 1598412<br>Site discretionary | \$250.00<br>\$250.00 |
| Bloomington High School- ASB | <b>Pete Campabasso-Community Member</b><br>970 W. Woodcrest St.<br>Bloomington, CA 92316                      | Cash<br>Donation to the Avid Club                      | \$33.00              |
| Bloomington High School      | <b>Michael Walling- BHS Counselor</b><br>c/o 10750 Laurel Ave.<br>Bloomington, CA 92316                       | Cash<br>For the Motor Sports Club                      | \$13.00              |
| District Office              | <b>James A. Downs-CJUSD Superintendent</b><br>c/o 1212 Valencia Dr.<br>Colton, CA 92324                       | Check #1293<br>Acct:#01-0000-0-1110-0000-8699-000-0000 | \$135.65             |

## EXHIBIT D – Employment: Regular Meeting – November 19, 2009

| I-A  | Certificated – Regular Staff                 | Subject                                      | Site         |
|------|--|--|--------------|
| 1.   | Clevinger, Faith                             | English Lang Arts Teacher (Temp)             | ROHMS        |
| 2.   | Doolittle, Jeffrey                           | Elementary Teacher (temp)                    | Crestmore    |
| I-B  | Certificated – Activity/Coaching Assignments | Position                                     | Site         |
| 1.   | Flores, Manuel                               | Soccer – Head JV                             | CHS          |
| I-C  | Certificated – Hourly – <i>None</i>          |  |              |
| I-D  | Certificated – Substitute Teacher            |  |              |
| 1.   | Agacer, Lex                                  | 5. Mansoori, Nooria                          |              |
| 2.   | Bliss, Kimberly                              | 6. Richardson, Kathryn                       |              |
| 3.   | Cook, Suzanne                                | 7. Villela-Collins, Connie                   |              |
| 4.   | Gibson, Amy                                  |  |              |
| II-A | Classified – Regular Staff                   | Position                                     | Site         |
| 1.   | Romero, Yessikha M.                          | Translator/Interpreter                       | PPS          |
| II-B | Classified – Activity/Coaching Assignments   | Position                                     | Site         |
| 1.   | Cardoza Jr., David                           | Wrestling, Head Varsity (walk-on)            | CHS          |
| 2.   | Dennis, Michael                              | Football, Asst. JV (walk-on)                 | CHS          |
| 3.   | Garcia, Diego                                | Soccer, Head Varsity (returning walk-on)     | CHS          |
| 4.   | Hodder, Sean                                 | Basketball, Head JV (returning walk-on)      | CHS          |
| 5.   | Martinez, Laura                              | Pep Squad Director (returning walk-on)       | CHS          |
| 6.   | Martinez, Monique                            | Asst. Pep Squad Director (returning walk-on) | CHS          |
| 7.   | Reynosa, Fernando                            | Soccer – Head JV (returning walk-on)         | CHS          |
| II-C | Classified – Classified Hourly – <i>None</i> | Position                                     | Site         |
| II-D | Classified Substitute                        | Position                                     | Site         |
| 1.   | Contreras, Ceana                             | Sub Noon Aide                                | D'Arcy       |
| 2.   | Luna, Yolanda                                | Sub Noon Aide                                | Jurupa Vista |

**EXHIBIT E – Conference Attendance: Regular Meeting – November 19, 2009**

| <b>Employee</b>  | <b>Title</b>                                 | <b>Site</b> | <b>Conference</b>                     | <b>Date/Location</b>                    | <b>Funds</b>                 |
|--|--|-------------|---------------------------------------|---|------------------------------|
| Joel Eddins  | Tech Support Specialist II                   | D.O./I.T.   | Community Vault Administration Course | Nov. 30-Dec. 2, 2009<br>San Diego, CA   | I.T. site funds:<br>\$591.15 |
| Ignacio Cabrera<br>Dan Trevarthen<br>Raymond Brown<br>Yeseida DeLaTorre<br>Shelby Ericson<br>Holly Todd<br>Matt Welzel<br>Stacie Ziegler | Principal<br>Assistant Principal<br>Teachers | BHS         | RIMS AVID Fall Conference             | December 1-2, 2009<br>Rancho Mirage, CA | AVID funds:<br>\$4,348.00    |

**BOARD AGENDA**

**REGULAR MEETING  
December 10, 2009**

**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 field trips as listed and expend the appropriate funds.

**FIELD TRIPS: Regular Meeting December 10, 2009**

| Site | Date   | Depart    | Return    | Destination   | Activity/Background   | Grade | Teacher                                    | Cost       | Funding | Strategic Plan* |
|------|--|-----------|-----------|---|---|-------|--|------------|---------|-----------------|
| BMS  | 12/19/09<br>to<br>12/20/09<br>(Sat. &<br>Sun.) | 6:00 a.m. | 9:00 p.m. | Hearst Castle<br>San Simeon, CA<br><br>Camp Yeager<br>Cambria, CA<br><br>Hans Christian<br>Andersen Museum<br>Solvang, CA<br>(District) | Student will tour the historic Hearst Castle, visit Pedras Blancas Elephant Seal Rookery and tour the Hans Christian Andersen Museum in line with the Science and Social Science Standards. | 7-8   | Daniel Morse<br>Michael Bayless<br>(18) +4 | \$1,150.00 | ASB     | Strategy #1     |

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

**BOARD AGENDA**

**REGULAR MEETING  
December 10, 2009**

**CONSENT ITEM**

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

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

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

**GOAL:** Improved Student Performance

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

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

**ASSEMBLIES/PROGRAMS: Regular Meeting: December 10, 2009**

| Site  | Date  | Time | Program/Purpose  | Location | Consultant(s)                           | Cost       | Funds | Strategic Plan* |
|-------|---|------|--|----------|---|------------|-------|-----------------|
| ROHMS | 2009-10<br>(Ten sessions-<br>three hrs. each) | TBD  | <i>Arts and Minds Education Program</i><br>Students will be introduced to various principles and techniques of studio art aligned to California Performing Arts Standards. | ROHMS    | Riverside Arts Council<br>Riverside, CA | \$2,500.00 | GATE  | 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  
December 10, 2009

CONSENT ITEM

**TO:** Board of Education

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

**SUBJECT:** Approval of the Secondary Summer School Program for 2010  
(Grades 9-12)

**GOAL:** Improved Student Performance

**STRATEGIC PLAN:** Strategy 2 – Curriculum

**BACKGROUND:**

***Program:***

Students in grades 9-12 who need to make up failing coursework will be invited to enroll in specified courses. Students in the class of 2010 who did not graduate will also be allowed to participate. Invitations will be sent in January (semester 1) and April (semester 2) and must be returned within 8 weeks to ensure enrollment in the course and allow for district planning and optimization of summer resources.

***Locations:***

- Bloomington High School
- Colton High School
- Washington Alternative (Senior Credit Recovery Only)

***Dates:***

Session I: Monday, June 21 – Wednesday, July 7 (12 days)

*No school Monday, July 5, 2010*

Session II: Thursday, July 8 – Friday, July 23 (12 days)

***Comprehensive School Schedule:***

Students: *Site A* – 7:30 am – 1:30 pm      *Site B:* 8:30 am – 2:30 pm

***Bell Schedule:***

|            | <i>Site A</i>    | <i>Site B</i>    |
|------------|------------------|------------------|
| Nutrition  | 7:10 – 7:30 am   | 8:10 – 8:30 am   |
| AM Session | 7:30 – 10:15 am  | 8:30 – 11:15 am  |
| Meal Break | 10:15 – 10:45 am | 11:15 – 11:45 am |
| PM Session | 10:45 – 1:30 pm  | 11:45 – 2:30 pm  |

***Instructional Minutes:*** 330 minutes per day.

***Office Hours:***

*Site A:* 7:00 am – 2:30 pm      *Site B:* 8:00 am – 3:30 pm

***Teacher Workday (6.67 Hours):***

*Site A:* 7:25 am–2:05 pm      *Site B:* 8:25 am –3:05 pm

***Course Offerings (Dependent upon enrollment figures):***

Algebra I, Geometry, English I, English II, English III, Biology, Earth Science, World History, US History, Spanish I, Work Experience (1 site), Language! C/D, Intro. Kinesiology, Adv. Kinesiology, CAHSEE math, CAHSEE English

***Credit Recovery via independent study program will be offered for:***

English IV, Algebra 2, Principles of Democracy, Economics and any other course option not offered that a senior student requires for graduation – per director of secondary curriculum’s approval.

***Attendance and Discipline:***

Students will be dropped for suspendable violations of Ed. Code 48900 and/or if they miss a total of 6 hours of class for that session. Tardies are counted as missing 1 hour of class.

**BUDGET**

**IMPLICATIONS:**

\$820,000 (maximum) – District General Funds.

**RECOMMENDATION:**

That the Board approve the Secondary Summer School Program for 2010 (Grades 9-12) as presented.

**BOARD AGENDA**

**REGULAR MEETING  
December 10, 2009**

**CONSENT ITEM**

**TO:** Board of Education

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

**SUBJECT:** Approval of 2009-10 Student Performance Plans for Categorical Programs for all 26 School Sites (Elementary and Secondary)

**GOAL:** Improved Student Performance

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

**BACKGROUND:** This spring, staff at all sites developed new or updated Student Performance Plans, including Program Improvement schools. Summaries of the 2009-10 Student Performance Plan abstracts are submitted for Board review and approval. Completed plans will be on file at their respective school site and in the Special Projects department for review.

**BUDGET IMPLICATIONS:** None

**RECOMMENDATION:** That the Board approve the 2009-10 Student Performance Plans for Categorical Programs for all 26 School Sites (elementary and secondary). Birney, Cooley Ranch, Crestmore, D’Arcy, Grand Terrace, Grant, Grimes, Jurupa Vista, Lewis, Lincoln, McKinley, Reche Canyon, Rogers, Smith, Sycamore Hills, Terrace View, Wilson, and Zimmerman Elementary Schools; Bloomington, Colton, Ruth O. Harris, and Terrace Hills Middle Schools; Bloomington, Colton, Slover Mountain, and Washington High Schools.

Student Performance Plan Abstracts will be provided in a separate document

**BOARD AGENDA**

**REGULAR MEETING  
December 10, 2009**

**CONSENT ITEM**

- TO:** Board of Education
- PRESENTED BY:** Mollie Gainey-Stanley, Assistant Superintendent  
Educational Services Division
- SUBJECT:** **Approval of the Revised Course Descriptions for *Beginning Band, Concert Band, Jazz Band, Marching Band, and Wind Ensemble, Grades 9-12 (Beginning December 2009)***
- GOAL:** Improved Student Performance
- STRATEGIC PLAN:** Strategy #2 – Curriculum
- BACKGROUND:** The revision of these course descriptions are part of the Educational Services Division’s efforts to update course descriptions and align them with current California Standards and/or Frameworks as well as gain consistency with course material, content, and grading at the high schools. Band teachers from both comprehensive high schools met with the Director of Curriculum and Instruction (9-12) to align these courses with the most recently released standards (2001) and to agree on content, pre-requisites, and grading criteria. The visual and performing arts department courses were last updated on June 26, 1986.
- The course descriptions were approved by the Secondary Curriculum Council on November 10, 2009.
- BUDGET  
IMPLICATIONS:** No additional cost. Textbooks and other materials listed are already in use at the sites.
- RECOMMENDATION:** That the Board approve the revised course descriptions for *Beginning Band, Concert Band, Jazz Band, Marching Band, and Wind Ensemble, Grades 9-12. (Beginning December 2009)*

Colton Joint Unified School District Course of Study  
**High School Course Description for: *Beginning Band***

|   |   |
|---|---|
| <b>Course Title: <i>Beginning Band</i></b>                                    | <b>Curricular Area: <i>Performing Arts</i></b>  |
| <b>Course Number: <i>VPA001/VPA002</i></b>                                    | <b>Department: <i>Visual &amp; Performing Arts</i></b>                                    |
| <b>Grade Level: <i>9-12</i></b>   | <b>Length: <i>One Full Year</i></b><br><b>May be repeated for up to <i>20 credits</i></b> |
| <b>Prerequisite: <i>None</i></b>  | <b>Credits: <i>10 (5 per semester)</i></b>  |
| <b>Meets a UC A-G Requirement:<br/><i>F- Visual &amp; Performing Arts</i></b> | <b>Meets NCAA Requirement: <i>No</i></b>  |
| <b>CTE Course Sequence: <i>N/A</i></b>  | <b>Articulated Course: <i>N/A</i></b>   |

**Course Description**

Beginning Band emphasizes instruction in basic techniques of instrument playing. These include skills in tone, intonation, rhythm, tempo, dynamics, articulation, harmony, and phrasing. In addition, the course will explore wind literature and performance practices from various historical/cultural sources as well as provide many opportunities for music appreciation and knowledge of college/career opportunities.

**Alignment**

This course is aligned to the *Visual and Performing Arts: Music California Content Standards for Public Schools (2001)*, proficient level of achievement and the *University of California Guide to A-G requirements* for category F- Visual and Performing Arts Courses.

**General Goals and Requirements of Course**

Students are expected to develop basic musicianship skills through appropriate performance technique and knowledge of basic music theory and history. Students will be able to perform music of simple to moderate difficulty and understand the basic fundamentals of music from different cultures, periods and styles. Listening to music, both live and recorded, will be emphasized and outside work will be required; including research, concert attendance, and individual practice.

**Instructional Materials**

- Sheet music from a variety of sources

**Supplemental/Reference Materials for Teacher**

- The Enjoyment of Music, 10<sup>th</sup> Edition – Joseph Machlis
- Standards of Excellence – Bruce Pearson

**Exit Criteria**

| <u>Activities</u>            | <u>Percentages</u> |
|------------------------------|--------------------|
| Written Examinations         | 20%                |
| Playing/Skill Examinations   | 30%                |
| Class Participation/Homework | 40%                |
| Project/ Term Paper          | <u>10%</u>         |
|                              | 100%               |

**Cumulative course grading**

- A => 90 – 100%
- B => 80 – 89%
- C => 70 – 79%
- D => 60 – 69%
- F => 0 – 59%

**Development Team**

This course of study was updated in May, 2009 by Julia Nichols, Director Curriculum & Instruction (9-12); Dr.Luis Gonzalez, Music Instructor- CHS; John Zambrano, Music Instructor- BHS

## Pacing Guide: **Beginning Band**

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### PROFICIENT LEVEL

Note: The proficient level of achievement for students in grades nine through twelve can be attained at the end of one year of high school study within the discipline of music after the student has attained the level of achievement in music required of all students in grade eight.

### Fall, Semester 1

#### UNIT 1: Read and Notate Music

Week 1-4

Standards:

##### **1.0 ARTISTIC PERCEPTION**

- 1.1 Read an instrumental or vocal score of up to four staves and explain how the elements of music are used.
- 1.3 Sight-read music accurately and expressively (level of difficulty: 3 on a scale of 1-6).

#### UNIT 2: Listen to, Analyze, and Describe Music

Week 5-8

Standards:

##### **1.0 ARTISTIC PERCEPTION**

- 1.4 Analyze and describe the use of musical elements and expressive devices (e.g., articulation, dynamic markings) in aural examples in a varied repertoire of music representing diverse genres, styles, and cultures.
- 1.6 Analyze the use of form in a varied repertoire of music representing diverse genres, styles, and cultures.

#### UNIT 3: Apply Instrumental Skill

Week 9-12

Standards:

##### **2.0 CREATIVE EXPRESSION**

- 2.4 Perform on an instrument a repertoire of instrumental literature representing various genres, styles, and cultures with expression, technical accuracy, tone quality, and articulation, by oneself and in ensembles (level of difficulty: 4 on a scale of 1-6).
- 2.5 Perform on an instrument in small ensembles, with one performer for each part.

#### UNIT 4: Compose, Arrange, and Improvise

Week 13-16

Standards:

##### **2.0 CREATIVE EXPRESSION**

- 2.6 Compose music, using musical elements for expressive effect.

#### UNIT 5: Role of Music

Week 17-20

Standards:

##### **3.0 HISTORICAL AND CULTURAL CONTEXT**

- 3.1 Identify the sources of musical genres of the United States, trace the evolution of those genres, and cite well-known musicians associated with them.
- 3.2 Explain the various roles that musicians perform, identify representative individuals who have functioned in each role, and explain their activities and achievements.

**Pacing Guide: Beginning Band**

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**Spring, Semester 2**

**UNIT 6: Diversity of Music**

Weeks 21-24

Standards:

**3.0 HISTORICAL AND CULTURAL CONTEXT**

- 3.3 Describe the differences between styles in traditional folk genres within the United States.
- 3.4 Perform music from various cultures and time periods.

**UNIT 7: Analyze and Critically Assess**

Weeks 25-28

Standards:

**4.0 AESTHETIC VALUING**

- 4.1 Develop specific criteria for making informed critical evaluations of the quality and effectiveness of performances, compositions, arrangements, and improvisations and apply those criteria in personal participation in music.
- 4.2 Evaluate a performance, composition, arrangement, or improvisation by comparing each with an exemplary model.

**UNIT 8: Derive Meaning**

Week 29-32

Standards:

**4.0 AESTHETIC VALUING**

- 4.3 Explain how people in a particular culture use and respond to specific musical works from that culture.

**UNIT 9: Connections and Applications**

Weeks 33-36

Standards:

**5.0 CONNECTIONS, RELATIONSHIPS, APPLICATIONS**

- 5.1 Explain how elements, artistic processes, and organizational principles are used in similar and distinctive ways in the various arts.
- 5.2 Analyze the role and function of music in radio, television, and advertising.

**UNIT 10: Careers and Career-Related Skills**

Weeks 37-38

Standards:

**5.0 CONNECTIONS, RELATIONSHIPS, APPLICATIONS**

- 5.3 Research musical careers in radio, television, and advertising.



## High School Course Description for: **Concert Band**

|                                    |   |                                |   |
|------------------------------------|---|--------------------------------|---|
| <b>Course Title:</b>               | <b>Concert Band</b>                         | <b>Curricular Area:</b>        | <b>Performing Arts</b>  |
| <b>Course Number:</b>              | <b>VPA010/ VPA013</b>                       | <b>Department:</b>             | <b>Visual &amp; Performing Arts</b>                                 |
| <b>Grade Level:</b>                | <b>9-12</b>                                 | <b>Length:</b>                 | <b>One Full Year</b><br><b>May be repeated for up to 20 credits</b> |
| <b>Prerequisite:</b>               | <b>Audition or permission of instructor</b> | <b>Credits:</b>                | <b>10 (5 per semester)</b>  |
| <b>Meets a UC A-G Requirement:</b> | <b>F- Visual &amp; Performing Arts</b>      | <b>Meets NCAA Requirement:</b> | <b>No</b>   |
| <b>CTE Course Sequence:</b>        | <b>N/A</b>                                  | <b>Articulated Course:</b>     | <b>N/A</b>  |

### Course Description

Concert Band emphasizes instruction of skills in tone, intonation, rhythm, tempo, dynamics, articulation, harmony, and phrasing, and a variety of musical activities through participation, performance, creation, interpretation, and evaluation. In addition, the course will explore wind literature and performance practices from various historical/cultural sources as well as provide many opportunities for music appreciation and knowledge of college/career opportunities in the field.

### Alignment

This course is aligned to the *Visual and Performing Arts: Music California Content Standards for Public Schools (2001)*, proficient level and the *University of California Guide to A-G requirements* for category F- Visual and Performing Arts Courses.

### General Goals and Requirements of Course

Students are expected to develop intermediate musicianship skills through performance technique and knowledge of basic music theory and history. Students will be able to perform music of simple to moderate difficulty and understand the basic fundamentals of music from different cultures, periods and styles. Listening to music, both live and recorded will be emphasized, and outside work will be required; including research, concert attendance, and individual practice.

### Instructional Materials

Sheet Music from a variety of sources

### Supplemental/Reference Materials for Teacher

The Enjoyment of Music, 10<sup>th</sup> Edition – Joseph Machlis  
Standard's of Excellence – Bruce Pearson

### Exit Criteria

| <u>Activities</u>            | <u>Percentages</u> |
|------------------------------|--------------------|
| Written Examinations         | 20%                |
| Playing/Skill Examinations   | 30%                |
| Class Participation/Homework | 40%                |
| Project/ Term Paper          | <u>10%</u>         |
|                              | 100%               |

### Cumulative course grading

|   |    |           |
|---|----|-----------|
| A | => | 90 – 100% |
| B | => | 80 – 89%  |
| C | => | 70 – 79%  |
| D | => | 60 – 69%  |
| F | => | 0 – 59%   |

### Development Team

This course of study was updated in May, 2009 by Julia Nichols, Director Curriculum & Instruction (9-12); Dr.Luis Gonzalez, Music Instructor- CHS; John Zambrano, Music Instructor- BHS

## Pacing Guide: **Concert Band**

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### PROFICIENT LEVEL

Note: The proficient level of achievement for students in grades nine through twelve can be attained at the end of one year of high school study within the discipline of music after the student has attained the level of achievement in music required of all students in grade eight.

### Fall, Semester 1

#### UNIT 1: Read and Notate Music

Week 1-4

Standards:

##### **1.0 ARTISTIC PERCEPTION**

- 1.1 Read an instrumental or vocal score of up to four staves and explain how the elements of music are used.
- 1.2 Transcribe simple songs when presented aurally into melodic and rhythmic notation (level of difficulty: 1 on a scale of 1-6).
- 1.3 Sight-read music accurately and expressively (level of difficulty: 3 on a scale of 1-6).

#### UNIT 2: Listen to, Analyze, and Describe Music

Week 5-8

Standards:

##### **1.0 ARTISTIC PERCEPTION**

- 1.4 Analyze and describe the use of musical elements and expressive devices (e.g., articulation, dynamic markings) in aural examples in a varied repertoire of music representing diverse genres, styles, and cultures.
- 1.5 Identify and explain a variety of compositional devices and techniques used to provide unity, variety, tension, and release in aural examples.
- 1.6 Analyze the use of form in a varied repertoire of music representing diverse genres, styles, and cultures.

#### UNIT 3: Apply Instrumental Skill

Week 9-12

Standards:

##### **2.0 CREATIVE EXPRESSION**

- 2.1 Sing a repertoire of instrumental literature representing various genres, styles, and cultures with expression, technical accuracy, tone quality, and articulation - written and memorized, by oneself and in ensembles (level of difficulty: 4 on a scale of 1-6).
- 2.2 Sing music written in three or four parts with and without accompaniment.
- 2.3 Sing in small ensembles, with one performer for each part.
- 2.4 Perform on an instrument a repertoire of instrumental literature representing various genres, styles, and cultures with expression, technical accuracy, tone quality, and articulation, by oneself and in ensembles (level of difficulty: 4 on a scale of 1-6).
- 2.5 Perform on an instrument in small ensembles, with one performer for each part.

**BOARD AGENDA**

**REGULAR MEETING  
December 10, 2009**

**CONSENT ITEM**

- TO:** Board of Education
- PRESENTED BY:** Mollie Gainey-Stanley, Assistant Superintendent  
Educational Services Division
- SUBJECT:** Approval of the Revised Course Description for *California High School Exit Exam (CAHSEE) Math Support, Grades 10-12 (Beginning December 2009)*
- GOAL:** Improved Student Performance
- STRATEGIC PLAN:** Strategy #2 – Curriculum
- BACKGROUND:** This is an existing, approved course which is designed to target the needs of 11<sup>th</sup> and 12<sup>th</sup> grade students who have not passed the math portion of the California High School Exit Exam (CAHSEE).
- The course is being revised to address curriculum concerns with the previous materials and the lack of success with the course based on those materials. CAHSEE math teachers met with high school administrators and district curriculum program specialists to review currently adopted and other materials that were available, and to discuss course content and pacing. They selected materials from the San Diego County Office of Education and revised the course of study.
- The course description was approved by the Secondary Curriculum Council on November 10, 2009.
- BUDGET  
IMPLICATIONS:** No additional cost with the revision. Current program and new program both cost approximately \$15,000 per year in student workbooks and reproduction of materials.
- RECOMMENDATION:** That the Board approve the revised course description for *California High School Exit Exam (CAHSEE) Math Support, Grades 10-12 (Beginning December 2009)*

## High School Course Description for: **CAHSEE Math Support**

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**Course Title:** CAHSEE Math Support**Curricular Area:** Math**Course Number:** MTH001**Length:** one semester**Grade Level:** 10-12**Prerequisites:** None**Course Description**

This course is designed to provide remediation for students who have not passed the Math portion of the California High School Exit Exam (CAHSEE). Through whole and small group instruction, students will focus on the most frequently tested Math standards on the CAHSEE, along with the test-taking strategies needed for success on standardized tests.

While the Course of Study includes a list of instructional materials, it is understood that the curriculum needs to be differentiated in order to meet varying student needs. Thus, what is appropriate for an *at risk* sophomore who is placed in a support class to prepare for his/her first experience with the CAHSEE will be different than the needs of a senior who knows exactly what standards he/she needs help with.

**Alignment**

This course is aligned to CAHSEE Math Blueprint approved by the State Board of Education on July 9, 2003.

**Core Instructional Materials**

- 1) CAHSEE Prep Modules I-IV  
Published by San Diego County of Education
- 2) EEMAP: Exit Exam Mathematics Assessment Preparation
  - Teacher's Edition
  - Classroom Set
 Published by San Diego County of Education
- 3) Exercising the CAHSEE Mathematics Standards (Grades 6-12) Daily Warm Ups  
Published by San Diego County of Education

**Exit Criteria**

| <u>Activities</u>                  | <u>Percentage</u> |
|------------------------------------|-------------------|
| Class Assignments & Homework ..... | 30%               |
| Class participation.....           | 15%               |
| Assessments .....                  | 35%               |
| Final (practice CAHSEE test).....  | 20%               |
| Total:                             | 100%              |

**Development Team**

This Course of Study was updated and revised spring 2009 by Chad Bishop (CHS) and Michael Gill (BHS)

Colton Joint Unified School District Course of Study  
**Pacing Guide: CAHSEE Math Support**

## PACING GUIDE—SEMESTER ONE

Although the Math Prep class is a single semester class, the first semester pacing guide is modified to include a 28-day review of all CAHSEE math power standards in order to prepare students for the October administration of the CAHSEE. The second semester has no review lesson. Rather, it follows the Module I-IV lessons day-by-day.

| First Quarter |  |  |
|---------------|--|--|
| Week          | Content  | Math Standards   |
| 1-6           | <ul style="list-style-type: none"> <li>• Introduction to CAHSEE Prep</li> <li>• EEMAP Pre-assessment</li> <li>• 29-Day Review</li> </ul> | CAHSEE Overview<br>7 <sup>th</sup> Grade NS 1.1 1.2, 1.3, 1.6,<br>2.1, 2.3, 2.4<br>7 <sup>th</sup> Grade SP 1.1, 1.2 2.5, 3.1,<br>3.3, 3.5 |
| 7             | <ul style="list-style-type: none"> <li>• Module 1: Number Sense</li> </ul>   | 7 <sup>th</sup> Grade NS 1.1 1.2, 1.3, 1.6,<br>2.1, 2.3, 2.4   |
| 8-10          | <ul style="list-style-type: none"> <li>• Module 2: Algebra &amp; Functions</li> </ul>  | 7 <sup>th</sup> Grade A&F 1.1, 1.2, 1.5, 2.1,<br>2.2, 3.1, 3.3, 3.4, 4.1, 4.2  |

| Second Quarter |   |   |
|----------------|---|---|
| Week           | Content   | Math Standards  |
| 11-14          | <ul style="list-style-type: none"> <li>• Module 3: Measurement &amp; Geometry</li> </ul>    | 7 <sup>th</sup> Grade M&G 1.1, 1.2, 1.3, 2.1,<br>2.2, 2.3, 3.2, 3.3, 3.4, |
| 15-17          | <ul style="list-style-type: none"> <li>• Module 5: Algebra 1</li> </ul>                     | Algebra 1 2.0, 3.0, 4.0, 5.0, 6.0,<br>7.0, 8.0, 9.0, 10.0, 15.0           |
| 18             | <ul style="list-style-type: none"> <li>• Review</li> <li>• EEMAP Post Assessment</li> </ul> | Power Standards Review  |

Colton Joint Unified School District Course of Study  
**Pacing Guide: CAHSEE Math Support**

## PACING GUIDE—SEMESTER TWO

| First Quarter |   |  |
|---------------|---|--|
| Week          | Content   | Math Standards   |
| 1             | <ul style="list-style-type: none"> <li>Introduction to CAHSEE Prep</li> <li>EEMAP Pre-assessment</li> </ul> | CAHSEE Overview  |
| 1-4           | <ul style="list-style-type: none"> <li>Module 1: Number Sense</li> </ul>                                    | 7 <sup>th</sup> Grade NS 1.1 1.2, 1.3, 1.6, 2.1, 2.3, 2.4                  |
| 5-8           | <ul style="list-style-type: none"> <li>Module 2: Algebra &amp; Functions</li> </ul>                         | 7 <sup>th</sup> Grade A&F 1.1, 1.2, 1.5, 2.1, 2.2, 3.1, 3.3, 3.4, 4.1, 4.2 |
| 9             | <ul style="list-style-type: none"> <li>Module 3: Measurement &amp; Geometry</li> </ul>                      | 7 <sup>th</sup> Grade M&G 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 3.2, 3.3, 3.4,     |

| Second Quarter |  |   |
|----------------|--|---|
| Week           | Content  | Math Standards  |
| 10-13          | <ul style="list-style-type: none"> <li>Module 3: Measurement &amp; Geometry (continued)</li> </ul>       | 7 <sup>th</sup> Grade M&G 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 3.2, 3.3, 3.4,                      |
| 14-15          | <ul style="list-style-type: none"> <li>Module 4: Probability, Statistics, &amp; Data Analysis</li> </ul> | 6 <sup>th</sup> Grade PS&DA 1.1, 2.5, 3.1, 3.3, 3.5<br>7 <sup>th</sup> Grade PS&DA 1.1, 1.2 |
| 16-18          | <ul style="list-style-type: none"> <li>Module 5: Algebra 1</li> </ul>                                    | Algebra 1 2.0, 3.0, 4.0, 5.0, 6.0, 7.0, 8.0, 9.0, 10.0, 15.0                                |
| 19             | <ul style="list-style-type: none"> <li>Review</li> <li>EEMAP Post Assessment</li> </ul>                  | Power Standards Review  |

## Instructional Planning Guide for **CAHSEE Math Support**

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### **Support for English Learners**

- SDAIE Strategies will be used including:
  - Flexible groupings
  - Peer Pairings
  - Use of Realia and manipulatives
  - Connections to daily life
  - Texts/Materials in first language (per IEP)
  - Instructional Aide assistance
  - Vocabulary development

### **Support for Special Education**

This course provides instructions in skills found in grades four through nine of state standards that are tested on the California High School Exit Exam. The following are commonly noted strategies and modifications in student IEP's and will be applied along with any other as specified in each student's Individualized Educational Plan.

- Instructional Aide Assistance
- Audio & Visual Aides
- Flexible Grouping
- Testing Accommodations
- Tutoring (Peer & Teacher)
- Computer-Guided Instruction
- Individualized academic instruction
- Modified assignments

### **Differentiating the Lessons for GATE Students**

Occasionally, a student may require intervention in one area but be recognized as gifted overall or in another specified subject area. In order to accommodate this, students will be placed according to subject specific CAHSEE examination results in grades 10, 11, or 12. Instruction modifications will be coordinated with the site GATE coordinator as needed in order to meet specific student needs.

<end>

## Pacing Guide: **Concert Band**

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### UNIT 4: Compose, Arrange, and Improvise

Week 13-16

Standards:

#### **2.0 CREATIVE EXPRESSION**

- 2.6 Compose music, using musical elements for expressive effect.
- 2.7 Compose and arrange music for instruments or various acoustic or digital/electronic instruments, using appropriate ranges for traditional sources of sound.
- 2.8 Arrange pieces for voices and instruments other than those for which the pieces were originally written.

### UNIT 5: Role of Music

Week 17-20

Standards:

#### **3.0 HISTORICAL AND CULTURAL CONTEXT**

- 3.1 Identify the sources of musical genres of the United States, trace the evolution of those genres, and cite well-known musicians associated with them.
- 3.2 Explain the various roles that musicians perform, identify representative individuals who have functioned in each role, and explain their activities and achievements.

## Spring, Semester 2

### UNIT 6: Diversity of Music

Weeks 21-24

Standards:

#### **3.0 HISTORICAL AND CULTURAL CONTEXT**

- 3.3 Describe the differences between styles in traditional folk genres within the United States.
- 3.4 Perform music from various cultures and time periods.
- 3.5 Classify, by genre or style and historical period or culture, unfamiliar but representative aural examples of music and explain the reasoning for the classification.

### UNIT 7: Analyze and Critically Assess

Weeks 25-28

Standards:

#### **4.0 AESTHETIC VALUING**

- 4.1 Develop specific criteria for making informed critical evaluations of the quality and effectiveness of performances, compositions, arrangements, and improvisations and apply those criteria in personal participation in music.
- 4.2 Evaluate a performance, composition, arrangement, or improvisation by comparing each with an exemplary model.



## Pacing Guide: **Concert Band**

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### UNIT 8: Derive Meaning

Week 29-32

Standards:

#### **4.0 AESTHETIC VALUING**

- 4.3 Explain how people in a particular culture use and respond to specific musical works from that culture.
- 4.4 Describe the means used to create images or evoke feelings and emotions in musical works from various cultures.

### UNIT 9: Connections and Applications

Weeks 33-36

Standards:

#### **5.0 CONNECTIONS, RELATIONSHIPS, APPLICATIONS**

- 5.1 Explain how elements, artistic processes, and organizational principles are used in similar and distinctive ways in the various arts.
- 5.2 Analyze the role and function of music in radio, television, and advertising.

### UNIT 10: Careers and Career-Related Skills

Weeks 37-38

Standards:

#### **5.0 CONNECTIONS, RELATIONSHIPS, APPLICATIONS**

- 5.3 Research musical careers in radio, television, and advertising.

## High School Course Description for: **Jazz Band**

|                                    |   |                                |   |
|------------------------------------|---|--------------------------------|---|
| <b>Course Title:</b>               | <b>Jazz Band</b>                            | <b>Curricular Area:</b>        | <b>Performing Arts</b>  |
| <b>Course Number:</b>              | <b>VPA005/VPA006</b>                        | <b>Department:</b>             | <b>Visual &amp; Performing Arts</b>                                 |
| <b>Grade Level:</b>                | <b>9-12</b>                                 | <b>Length:</b>                 | <b>One Full Year</b><br><b>May be repeated for up to 20 credits</b> |
| <b>Prerequisite:</b>               | <b>Audition or permission of instructor</b> | <b>Credits:</b>                | <b>10 (5 per semester)</b>  |
| <b>Meets a UC A-G Requirement:</b> | <b>F- Visual &amp; Performing Arts</b>      | <b>Meets NCAA Requirement:</b> | <b>No</b>   |
| <b>CTE Course Sequence:</b>        | <b>N/A</b>                                  | <b>Articulated Course:</b>     | <b>N/A</b>  |

### Course Description

Jazz Band emphasizes instruction in advanced techniques of jazz instrument playing. These include skills in tone, intonation, rhythm, tempo, dynamics, articulation, harmony, phrasing, style, and improvisation. Students will also experience a variety of music activities through participation, performance, creation, interpretation, and evaluation. In addition, the course will explore jazz literature and performance practices from various historical/cultural sources as well as provide many opportunities for music appreciation and knowledge of college/career opportunities.

### Alignment

This course is aligned to the *Visual and Performing Arts: Music California Content Standards for Public Schools (2001)*, advanced level and the *University of California Guide to A-G requirements* for category F- Visual and Performing Arts Courses.

### General Goals and Requirements of Course

Students are expected to develop advanced skills through jazz performance technique and knowledge of jazz music theory and history. Students will be able to perform jazz music of simple to advanced difficulty and understand the fundamentals of jazz music from different cultures, periods and styles. Listening to jazz music, both live and recorded will be emphasized, and outside work will be required; including research, concert attendance, and individual practice. Students are expected to participate in all rehearsals and performances. An audition is required to be a member of this group.

### Instructional Materials

Sheet Music from a variety of sources

### Supplemental/Reference Materials for Teacher

CD recordings from a variety of sources

### Exit Criteria

| <u>Activities</u>            | <u>Percentages</u> |
|------------------------------|--------------------|
| Written Examinations         | 20%                |
| Playing/Skill Examinations   | 30%                |
| Class Participation/Homework | 40%                |
| Project/ Term Paper          | <u>10%</u>         |
|                              | 100%               |

### Cumulative course grading

|   |    |           |
|---|----|-----------|
| A | => | 90 – 100% |
| B | => | 80 – 89%  |
| C | => | 70 – 79%  |
| D | => | 60 – 69%  |
| F | => | 0 – 59%   |

### Development Team

This course of study was updated in May, 2009 by Julia Nichols, Director Curriculum & Instruction (9-12); Dr.Luis Gonzalez, Music Instructor- CHS; John Zambrano, Music Instructor- BHS

## Pacing Guide: **Jazz band**

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### ADVANCED LEVEL

Note: The advanced level of achievement for students in grades nine through twelve can be attained at the end of one year of high school study within the discipline of music after the student has attained the level of achievement in music required of all students in grade eight.

### Fall, Semester 1

#### UNIT 1: Read and Notate Music

Week 1-4

Standards:

##### **1.0 ARTISTIC PERCEPTION**

- 1.1 Read a full instrument or vocal score and describe how the elements of music are used.
- 1.2 Transcribe simple songs into melodic and rhythmic notation when presented aurally (level of difficulty: 2 on a scale of 1-6).
- 1.3 Sight-read music accurately and expressively (level of difficulty: 4 on a scale of 1-6).

#### UNIT 2: Listen to, Analyze, and Describe Music

Week 5-8

Standards:

##### **1.0 ARTISTIC PERCEPTION**

- 1.4 Analyze and describe significant musical events perceived and remembered in a given aural example.
- 1.5 Analyze and describe the use of musical elements in a given work that makes it unique, interesting, and expressive.
- 1.6 Compare and contrast the use of form, both past and present, in a varied repertoire of music from diverse genres, styles, and cultures.

#### UNIT 3: Apply Instrumental Skill

Week 9-12

Standards:

##### **2.0 CREATIVE EXPRESSION**

- 2.1 Play a repertoire of instrumental literature representing various genres, styles, and cultures with expression, technical accuracy, tone quality, and articulation written and memorized, by oneself and in ensembles (level of difficulty: 5 on a scale of 1-6).
- 2.2 Play music written in four parts with and without accompaniment.
- 2.3 Play in small ensembles, with one performer for each part (level of difficulty: 5 on a scale of 1-6).
- 2.4 Perform on an instrument a repertoire of instrumental literature representing various genres, styles, and cultures with expression, technical accuracy, tone quality, and articulation, by oneself and in ensembles (level of difficulty: 5 on a scale of 1-6).
- 2.5 Perform in small instrumental ensembles with one performer for each part (level of difficulty: 5 on a scale of 1-6).

## Pacing Guide: **Jazz band**

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### UNIT 4: Compose, Arrange, and Improvise

Week 13-16

Standards:

#### **2.0 CREATIVE EXPRESSION**

- 2.6 Compose music in distinct styles.
- 2.7 Compose and arrange music for various combinations acoustic and digital/electronic instruments, using appropriate ranges and traditional and nontraditional sound sources.
- 2.8 Create melodic and rhythmic improvisations in a style or genre within a musical culture (e.g., gamelan, jazz, and mariachi).

### UNIT 5: Role of Music

Week 17-20

Standards:

#### **3.0 HISTORICAL AND CULTURAL CONTEXT**

- 3.1 Analyze how the roles of musicians and composers have changed or remained the same throughout history.
- 3.2 Identify uses of music elements in nontraditional art music (e.g., atonal, twelve-tone, serial).
- 3.3 Compare and contrast the social function of a variety of music forms in various cultures and time periods.

## **Spring, Semester 2**

### UNIT 6: Diversity of Music

Weeks 21-24

Standards:

#### **3.0 HISTORICAL AND CULTURAL CONTEXT**

- 3.4 Perform music from a variety of cultures and historical periods.
- 3.5 Compare and contrast instruments from a variety of cultures and historical periods.
- 3.6 Compare and contrast musical styles within various popular genres in North America and South America.
- 3.7 Analyze the stylistic features of a given musical work that define its aesthetic traditions and its historical or cultural context.
- 3.8 Compare and contrast musical genres or styles that show the influence of two or more cultural traditions.

### UNIT 7: Analyze and Critically Assess

Weeks 25-28

Standards:

#### **4.0 AESTHETIC VALUING**

- 4.1 Compare and contrast how a composer's intentions result in a work of music and how that music is used.

## Pacing Guide: **Jazz band**

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### UNIT 8: Derive Meaning

Week 29-32

Standards:

#### **4.0 AESTHETIC VALUING**

- 4.2 Analyze and explain how and why people in a particular culture use and respond to specific musical works from their own culture.
- 4.3 Compare and contrast the musical means used to create images or evoke feelings and emotions in works of music from various cultures.

### UNIT 9: Connections and Applications

Weeks 33-36

Standards:

#### **5.0 CONNECTIONS, RELATIONSHIPS, APPLICATIONS**

- 5.1 Explain ways in which the principles and subject matter of music and various disciplines outside the arts are interrelated.
- 5.2 Analyze the process for arranging, underscoring, and composing music for film and video productions.

### UNIT 10: Careers and Career-Related Skills

Weeks 37-38

Standards:

#### **5.0 CONNECTIONS, RELATIONSHIPS, APPLICATIONS**

- 5.3 Identify and explain the various factors involved in pursuing careers in music.

Colton Joint Unified School District Course of Study  
**High School Course Description for: Marching Band**

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|  |  |
|--|--|
| <b>Course Title:</b> <b>Marching Band</b>                        | <b>Curricular Area:</b> <b>Performing Arts</b>                                     |
| <b>Course Number:</b> <b>VPA003/VPA004</b>                       | <b>Department:</b> <b>Visual &amp; Performing Arts</b>                             |
| <b>Grade Level:</b> <b>9-12</b>                                  | <b>Length:</b> <b>One Full Year</b><br><b>May be repeated for up to 20 credits</b> |
| <b>Prerequisite:</b> <b>Audition or permission of instructor</b> | <b>Credits:</b> <b>10 (5 per semester)</b>   |
| <b>Meets a UC A-G Requirement:</b> <b>No</b>                     | <b>Meets NCAA Requirement:</b> <b>No</b>   |
| <b>CTE Course Sequence:</b> <b>N/A</b>                           | <b>Articulated Course:</b> <b>N/A</b>  |

**Course Description**

Students will learn, rehearse and perform various styles and forms of contemporary and modern instrumental music. In addition, various field and/or street drills that enhance the style and form of the music will be rehearsed and performed. Students will learn to evaluate individuals and group performances of contemporary bands.

**Alignment**

This course is aligned to the *Visual and Performing Arts: Music California Content Standards for Public Schools (2001)*, advanced level of achievement.

**General Goals and Requirements of Course**

Students will be expected to demonstrate the ability to sight read and count aloud to simple and moderate rhythms, perform a variety of marching drills involving large numbers of people, participate in pre-designed field show and/or street parade, and demonstrate proper breath control and/or correct stick rudiments. They will identify melodic and harmonic musical lines in various forms and how they form a musical line, critically evaluate performances of various forms groups including their own and appreciate and relate to all forms of creative and/or fine arts. They will demonstrate understanding of basic music theory, basic music history, and be able to associate the history of various types of music to present artists and/or musical or social events. Students are expected to participate in all rehearsals and performances.

**Instructional Materials**

Sheet Music from a variety of sources

**Supplemental/Reference Materials for Teacher and Students**

The Enjoyment of Music, 10<sup>th</sup> Edition. – Joseph Machlis

**Exit Criteria**

| <u>Activities</u>         | <u>Percentages</u> |
|---------------------------|--------------------|
| Playing/Skill Examination | 30%                |
| Rehearsal Participation   | 35%                |
| Performance Participation | <u>35%</u>         |
|                           | 100%               |

**Cumulative course grading**

- A => 90 – 100%
- B => 80 – 89%
- C => 70 – 79%
- D => 60 – 69%
- F => 0 – 59%

**Development Team**

This course of study was updated in May, 2009 by Julia Nichols, Director Curriculum & Instruction (9-12); Dr. Luis Gonzalez, Music Instructor- CHS; John Zambrano, Music Instructor- BHS

## Pacing Guide: **Marching Band**

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### ADVANCED LEVEL

Note: The advanced level of achievement for students in grades nine through twelve can be attained at the end of two year of high school study within the discipline of music after the student has attained the level of achievement in music required of all students in grade eight.

### Fall, Semester 1

#### UNIT 1: Read and Notate Music

Week 1-4

Standards:

##### **1.0 ARTISTIC PERCEPTION**

- 1.1 Read an instrumental or vocal score of up to four staves and explain how the elements of music are used.
- 1.2 Transcribe simple songs when presented aurally into melodic and rhythmic notation (level of difficulty: 2 on a scale of 1-6).
- 1.3 Sight-read music accurately and expressively (level of difficulty: 4 on a scale of 1-6).

#### UNIT 2: Listen to, Analyze, and Describe Music

Week 5-8

Standards:

##### **1.0 ARTISTIC PERCEPTION**

- 1.4 Analyze and describe significant musical events perceived and remembered in a given aural example.
- 1.5 Analyze and describe the use of musical elements in a given work that makes it unique, interesting, and expressive.
- 1.6 Compare and contrast the use of form, both past and present, in a varied repertoire of music from diverse genres, styles, and cultures.

#### UNIT 3: Apply Instrumental Skill

Week 9-12

Standards:

##### **2.0 CREATIVE EXPRESSION**

- 2.1 Sing a repertoire of instrumental literature representing various genres, styles, and cultures with expression, technical accuracy, tone quality, and articulation - written and memorized, by oneself and in ensembles (level of difficulty: 5 on a scale of 1-6).
- 2.2 Sing music written in four parts with and without accompaniment.
- 2.3 Sing in small ensembles, with one performer for each part. (level of difficulty: 5 on a scale of 1-6).
- 2.4 Perform on an instrument a repertoire of instrumental literature representing various genres, styles, and cultures with expression, technical accuracy, tone quality, and articulation, by oneself and in ensembles (level of difficulty: 5 on a scale of 1-6).
- 2.5 Perform in small instrumental ensembles, with one performer for each part. (level of difficulty: 5 on a scale of 1-6).

## Pacing Guide: **Marching Band**

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### UNIT 4: Compose, Arrange, and Improvise

Week 13-16

Standards:

#### **2.0 CREATIVE EXPRESSION**

2.6 Compose music in distinct styles.

2.7 Compose and arrange music for various combinations of instruments and acoustic or digital/electronic instruments, using appropriate ranges and traditional and nontraditional sources of sound sources.

### UNIT 5: Role of Music

Week 17-20

Standards:

#### **3.0 HISTORICAL AND CULTURAL CONTEXT**

3.1 Analyze how the roles of musicians and composers have changed or remained the same throughout history.

3.3 Compare and contrast the social function of a variety of music forms in various cultures and time periods.

## **Spring, Semester 2**

### UNIT 6: Diversity of Music

Weeks 21-24

Standards:

#### **3.0 HISTORICAL AND CULTURAL CONTEXT**

3.4 Perform music from a variety of cultures and historical periods.

3.5 Compare and contrast instruments from a variety of cultures and historical periods.

3.8 Classify, by genre or style and historical period or culture, unfamiliar but representative aural examples of music and explain the reasoning for the classification.

### UNIT 7: Analyze and Critically Assess Music

Weeks 25-28

Standards:

#### **4.0 AESTHETIC VALUING**

4.1 Compare and contrast how a composer's intentions result in a work of music and how that music is used.

### UNIT 8: Derive Meaning

Week 29-32

Standards:

#### **4.0 AESTHETIC VALUING**

4.2 Analyze and explain how and why people in a particular culture use and respond to specific musical works from their own culture.



**Pacing Guide: Marching Band**

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UNIT 9: Connections and Applications

Weeks 33-36

Standards:

**5.0 CONNECTIONS, RELATIONSHIPS, APPLICATIONS**

- 5.1 Explain ways in which the principals and subject matter of music and various disciplines outside the arts are interrelated
- 5.2 Analyze the process for arranging, underscoring, and composing music for film and video productions.

UNIT 10: Careers and Career-Related Skills

Weeks 37-38

Standards:

**5.0 CONNECTIONS, RELATIONSHIPS, APPLICATIONS**

- 5.3 Identify and explain the various factors involved in pursuing careers in music.

Colton Joint Unified School District Course of Study  
**High School Course Description for: Wind Ensemble**

|   |  |
|---|--|
| <b>Course Title:</b> Wind Ensemble                                | <b>Curricular Area:</b> Performing Arts                              |
| <b>Course Number:</b> VPA007/VPA008                               | <b>Department:</b> Visual & Performing Arts                          |
| <b>Grade Level:</b> 9-12  | <b>Length:</b> One Full Year<br>May be repeated for up to 20 credits |
| <b>Prerequisite:</b> Audition or permission of instructor         | <b>Credits:</b> 10 (5 per semester)                                  |
| <b>Meets a UC A-G Requirement:</b><br>F- Visual & Performing Arts | <b>Meets NCAA Requirement:</b> No                                    |
| <b>CTE Course Sequence:</b> N/A                                   | <b>Articulated Course:</b> N/A                                       |

**Course Description**

Wind Ensemble emphasizes instruction of skills in tone, intonation, rhythm, tempo, dynamics, articulation, harmony, and phrasing. Students will experience a variety of music activities through participation, performance, creation, interpretation, and evaluation. The course will explore wind literature and practices from various historical/cultural sources and provide opportunities for music appreciation and knowledge of college/career opportunities.

**Alignment**

This course is aligned to the *Visual and Performing Arts: Music California Content Standards for Public Schools (2001) advanced level* and the *University of California Guide to A-G requirements* for category F- Visual and Performing Arts Courses.

**General Goals and Requirements of Course**

Students are expected to develop advanced skills through performance technique and knowledge of basic music theory and history. Students will be able to perform music of simple to advanced difficulty and understand the fundamentals of music from different cultures, periods and styles. Listening to music, will be emphasized, and outside work will be required; including research, concert attendance, and individual practice. Students are expected to participate in all rehearsals and performances. An audition is required to be a member of this group.

**Instructional Materials**

Sheet Music from a variety of sources

**Supplemental/Reference Materials for Teacher**

Standard's of Excellence – Bruce Pearson  
The Enjoyment of Music, 10<sup>th</sup> Edition – Joseph Machlis

**Exit Criteria**

| <u>Activities</u>            | <u>Percentages</u> |
|------------------------------|--------------------|
| Written Examinations         | 20%                |
| Playing/Skill Examinations   | 30%                |
| Class Participation/Homework | 40%                |
| Project/ Term Paper          | <u>10%</u>         |
|                              | 100%               |

**Cumulative course grading**

|      |           |
|------|-----------|
| A => | 90 – 100% |
| B => | 80 – 89%  |
| C => | 70 – 79%  |
| D => | 60 – 69%  |
| F => | 0 – 59%   |

**Development Team**

This course of study was updated in May, 2009 by Julia Nichols, Director Curriculum & Instruction (9-12); Dr.Luis Gonzalez, Music Instructor- CHS; John Zambrano, Music Instructor- BHS

## Pacing Guide: **Wind Ensemble**

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### ADVANCED LEVEL

Note: The advanced level of achievement for students in grades nine through twelve can be attained at the end of one year of high school study within the discipline of music after the student has attained the level of achievement in music required of all students in grade eight.

### Fall, Semester 1

#### UNIT 1: Read and Notate Music

Week 1-4

Standards:

##### **1.0 ARTISTIC PERCEPTION**

- 1.1 Read a full instrument or vocal score and describe how the elements of music are used.
- 1.2 Transcribe simple songs into melodic and rhythmic notation when presented aurally (level of difficulty: 2 on a scale of 1-6).
- 1.3 Sight-read music accurately and expressively (level of difficulty: 4 on a scale of 1-6).

#### UNIT 2: Listen to, Analyze, and Describe Music

Week 5-8

Standards:

##### **1.0 ARTISTIC PERCEPTION**

- 1.4 Analyze and describe significant musical events perceived and remembered in a given aural example.
- 1.5 Analyze and describe the use of musical elements in a given work that makes it unique, interesting, and expressive.
- 1.6 Compare and contrast the use of form, both past and present, in a varied repertoire of music from diverse genres, styles, and cultures.

#### UNIT 3: Apply Instrumental Skill

Week 9-12

Standards:

##### **2.0 CREATIVE EXPRESSION**

- 2.1 Play a repertoire of instrumental literature representing various genres, styles, and cultures with expression, technical accuracy, tone quality, and articulation written and memorized, by oneself and in ensembles (level of difficulty: 5 on a scale of 1-6).
- 2.2 Play music written in four parts with and without accompaniment.
- 2.3 Play in small ensembles, with one performer for each part (level of difficulty: 5 on a scale of 1-6).
- 2.4 Perform on an instrument a repertoire of instrumental literature representing various genres, styles, and cultures with expression, technical accuracy, tone quality, and articulation, by oneself and in ensembles (level of difficulty: 5 on a scale of 1-6).
- 2.5 Perform in small instrumental ensembles with one performer for each part (level of difficulty: 5 on a scale of 1-6).

## Pacing Guide: **Wind Ensemble**

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### UNIT 4: Compose, Arrange, and Improvise

Week 13-16

Standards:

#### **2.0 CREATIVE EXPRESSION**

- 2.6 Compose music in distinct styles.
- 2.7 Compose and arrange music for various combinations acoustic and digital/electronic instruments, using appropriate ranges and traditional and nontraditional sound sources.
- 2.8 Create melodic and rhythmic improvisations in a style or genre within a musical culture (e.g., gamelan, jazz, and mariachi).

### UNIT 5: Role of Music

Week 17-20

Standards:

#### **3.0 HISTORICAL AND CULTURAL CONTEXT**

- 3.1 Analyze how the roles of musicians and composers have changed or remained the same throughout history.
- 3.2 Identify uses of music elements in nontraditional art music (e.g., atonal, twelve-tone, serial).
- 3.3 Compare and contrast the social function of a variety of music forms in various cultures and time periods.

## **Spring, Semester 2**

### UNIT 6: Diversity of Music

Weeks 21-24

Standards:

#### **3.0 HISTORICAL AND CULTURAL CONTEXT**

- 3.4 Perform music from a variety of cultures and historical periods.
- 3.5 Compare and contrast instruments from a variety of cultures and historical periods.
- 3.6 Compare and contrast musical styles within various popular genres in North America and South America.
- 3.7 Analyze the stylistic features of a given musical work that define its aesthetic traditions and its historical or cultural context.
- 3.8 Compare and contrast musical genres or styles that show the influence of two or more cultural traditions.

### UNIT 7: Analyze and Critically Assess

Weeks 25-28

Standards:

#### **4.0 AESTHETIC VALUING**

- 4.1 Compare and contrast how a composer's intentions result in a work of music and how that music is used.

**Pacing Guide: Wind Ensemble**

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**UNIT 8: Derive Meaning**

**Week 29-32**

Standards:

**4.0 AESTHETIC VALUING**

- 4.2 Analyze and explain how and why people in a particular culture use and respond to specific musical works from their own culture.
- 4.3 Compare and contrast the musical means used to create images or evoke feelings and emotions in works of music from various cultures.

**UNIT 9: Connections and Applications**

**Weeks 33-36**

Standards:

**5.0 CONNECTIONS, RELATIONSHIPS, APPLICATIONS**

- 5.1 Explain ways in which the principles and subject matter of music and various disciplines outside the arts are interrelated.
- 5.2 Analyze the process for arranging, underscoring, and composing music for film and video productions.

**UNIT 10: Careers and Career-Related Skills**

**Weeks 37-38**

Standards:

**5.0 CONNECTIONS, RELATIONSHIPS, APPLICATIONS**

- 5.3 Identify and explain the various factors involved in pursuing careers in music.

**BOARD AGENDA**

**REGULAR MEETING  
December 10, 2009**

**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.

| <b>Site</b>                  | <b>Donor</b>   | <b>Donation/Purpose</b>  | <b>Amount</b> |
|------------------------------|--|--|---------------|
| Mary B. Lewis                | Coca Cola Bottling Co.<br>One Penn's Way<br>New Castle, DE 19720                                     | Check #04701773<br>For housing their machine at Mary B. Lewis  | \$27.90       |
| Mary B. Lewis                | James A. Downs-CJUSD Superintendent<br>c/o 1212 Valencia Dr.<br>Colton, CA 92324                     | Check #1292<br>For Students and/or Staff   | \$100.00      |
| Ruth O. Harris Middle School | Target – Take Charge of Education<br>Mail Stop 2 A-O<br>P.O. Box 59214<br>Minneapolis, MN 55459-0214 | Check #2057323   | \$31.18       |
| Ruth O. Harris Middle School | Coca Cola Bottling Co.<br>One Penn's Way<br>New Castle, DE 19720                                     | Check #04823916  | \$141.92      |
| Terrace Hills Middle School  | Stater Brothers<br>168 E. Baseline Rd.<br>Rialto, CA 92376   | (2) \$25.00 gift cards will be given to the 8th grade winners of our Annual Turkey Trot. 7417591-025-0300-34228 and 7417591-025-0300-34293 | \$50.00       |
|                              |  |  |               |
|                              |  |  |               |

**BOARD AGENDA**

**REGULAR MEETING  
December 10, 2009**

**CONSENT ITEM**

**TO:** Board of Education

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

**SUBJECT:** Approval of District Workers' Compensation Self-Insurer's Annual Report for 2008-09

**GOAL:** Budget Planning

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

**BACKGROUND:** The District operates a self-insured Workers' Compensation Program. The cost of workers' compensation benefits is paid directly from District funds. The District has contracted with state-certified claims examiners and utilizes District employees to process workers' compensation claims, assist injured employees and administer a light-duty and return to work program. The District continues to conduct periodic safety training programs, district-wide safety inspections, and safety awareness programs for its employees jointly with ASCIP.

The District has filed its Public Self-Insurer's Annual Report for the fiscal year ending June 30, 2009 with the California State Department of Industrial Relations. Per California Labor Code, Section 3702.6(b).

Below is a table of statistics from the report comparing the results of the program:

| <u>Description</u> | <u>2004-05</u> | <u>2005-06</u> | <u>2006-07</u> | <u>2007-08</u> | <u>2008-09</u> |
|--------------------|----------------|----------------|----------------|----------------|----------------|
| Future Liabilities | \$130,851      | \$252,841      | \$177,167      | \$263,537      | \$294,360      |
| Claims Payments    | \$298,942      | \$511,047      | \$723,588      | \$416,343      | \$186,923      |
| Total Incurred     | \$429,793      | \$763,888      | \$900,755      | \$679,880      | \$481,283      |
| # of Claims        | 137            | 138            | 157            | 161            | 122            |

**BUDGET IMPLICATIONS:** Budgeted expenditures to be paid from the Self-Insurance Fund.

**RECOMMENDATION:** That the Board approve District Workers' Compensation Self-Insurer's Annual Report for 2008-09 as presented.



## BOARD AGENDA

REGULAR MEETING  
December 10, 2009  
ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Mollie Gainey-Stanley, Assistant Superintendent  
Educational Services Division
- SUBJECT:** Approval of Agreement with the District Assistance Intervention Team (DAIT) New Directions, Inc. to Provide Additional Consulting and Professional Services Support for Six Program Improvement Schools: Alice Birney, Crestmore, Grant, Lincoln, Wilson, and Zimmerman (2009-10)
- GOAL:** Improved Student Performance
- STRATEGIC PLAN:** Strategy # 2 – Curriculum  
Strategy # 3 – Decision Making
- BACKGROUND:** Program Improvement districts who do not meet adequate yearly progress for three consecutive years are given sanctions from the State Board of Education. Program Improvement year three districts in California have been ranked with the Priority Assistance Index ranking, and Colton Joint Unified School District ranked 20 on the index. Sanctions identified for CJUSD include:
- Corrective action F “Implement a new curriculum”
  - Contract with a District Assistance Intervention Team (DAIT)
- (See attached agreement -Exhibit 7.2.1: District shall pay Consultant for additional services not originally contemplated by the Parties to this Agreement as follows: For services in addition to the basic services of Consultant set forth in Article 5.2 hereof (additional services), a fee to be agreed upon by the Parties in writing prior to performance of such services by Consultant, which fee may be flat amount or Consultant’s standard hourly rates*
- The Board previously approved DAIT services on June 19, 2008
- BUDGET IMPLICATIONS:** \$150,000 - Total cost to be paid from Title I ARRA funds.
- RECOMMENDATION:** That the Board approve the agreement with the District Assistance Intervention Team (DAIT) New Directions, Inc. to provide additional consulting and professional services support for six program improvement schools: Alice Birney, Crestmore, Grant, Lincoln, Wilson, and Zimmerman. (2009-10)
- ACTION:** On motion of board member \_\_\_\_\_ and \_\_\_\_\_ the Board approved the agreement with the District Assistance Intervention Team (DAIT) New Directions, Inc. to provide additional consulting and professional services support for six program improvement schools: Alice Birney, Crestmore, Grant, Lincoln, Wilson, and Zimmerman. (2009-10)



**NEW DIRECTIONS**  
for Academic Advancement

**AGREEMENT FOR SERVICES**

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

WHEREAS, District wishes to contract with a District Assistance Intervention Team and,

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

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

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

**ARTICLE 1. AGREEMENT**

**1.1** Hiring of Consultant.

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

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

**1.2** Limitation of Agreement.

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

**ARTICLE 2. DESCRIPTION OF PROJECT.**

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

**ARTICLE 3. DEFINITIONS.**

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

|                |  |
|----------------|--|
| Consultant     | New Directions, Inc.<br>EIN #02-0624529<br>P.O. Box 1429<br>Carlsbad, CA 92018<br>(760) 845-0615<br>Fax: (760) 941-5717<br>Principal in Charge: Dr. Linda R. Gonzales<br>Including employees, officers, principles,<br>subcontractors, agents, subconsultants, and delegateses |
| Board          | Board of Trustees  |
| District       | Colton Joint Unified School District<br>1212 Valencia Dr.<br>Colton, California 92324<br><br>Including its employees, Board, Board members,<br>officers, agents, subcontractors, and delegateses.  |
| Parties        | Consultant and District  |
| Party          | Consultant or District   |
| Project        | Serve as a District Assistance Intervention Team   |
| Superintendent | Mr. James A. Downs   |
| Work           | District Assistance Intervention Team  |

#### **ARTICLE 4. TERM OF AGREEMENT.**

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

#### **ARTICLE 5. SERVICES TO BE RENDERED BY CONSULTANT.**

##### **5.1** Basic Services.

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

##### **5.1.1** Communication with District.

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

##### **5.1.2** Hiring of Consultants and Personnel.

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

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

##### **5.1.3** Consulting Services.

##### **5.1.3.1** Consultant shall assist District by serving as a District Assistance Intervention Team.

**5.1.3.2** Consultant shall make oral and written reports to District as necessary to inform District of the progress of the Project. Such oral reports shall be presented by direction of Ms. Yolanda Cabrera. Written reports shall be presented according to the following schedule: on or before June 30, 2008 and quarterly thereafter for 24 months.

**5.1.3.3** Consultant shall determine the date of completion of the Project.

**5.2** Additional Services of Consultant.

At District's request, Consultant may be asked to perform services not otherwise included in this Agreement. District agrees to pay Consultant for such services, pursuant to Article 7 hereof. Such services may include, but shall not be limited to:

## **ARTICLE 6. RESPONSIBILITIES OF DISTRICT.**

District's responsibilities shall include the following:

**6.1** Make available to Consultant all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations.

**6.2** Supply Consultant with all documents, approvals, and materials necessary to complete the Project.

**6.3** Designate a representative authorized to act as liaison between Consultant and District in the administration of this Agreement and the Project.

**6.4** Review all documents submitted by Consultant and advise Consultant of decisions pertaining to such documents within a reasonable time after submission.

**6.5** Pay promptly for all services rendered by Consultant and its delegates consistent with the requirements of Article 7 of the agreement.

## **ARTICLE 7. CONSULTANT'S FEE.**

Consultant's compensation shall consist of a fee for basic services, fee for additional services, if any, and reimbursable expenses and costs, as described below.

**7.1** Fee for Basic Services.

**7.1.1** District shall pay to Consultant, for the performance of all services rendered herein, the amount specified in Exhibit B, incorporated herein by this reference.

**7.2** Fee for Additional Services.

- 7.2.1** District shall pay Consultant for additional services not originally contemplated by the Parties to this Agreement as follows: For services in addition to the basic services of Consultant set forth in Article 5.2 hereof (additional services), a fee to be agreed upon by the Parties in writing prior to performance of such services by Consultant, which fee may be a flat amount or Consultant's standard hourly rates.
- 7.2.2** Such fee shall be in addition to compensation for basic services as set forth in Article 7.1.
- 7.3** Reimbursable Expenses.
- 7.3.1** Reimbursable expenses are included in the basic and additional services (as set forth in Articles 7.1 and 7.2, above) and include expenses incurred by Consultant in the interests of the Project.
- 7.3.1.1** Expenses for transportation in connection with the Project.
- 7.3.1.2** Expenses in connection with out-of-town travel, if any.
- 7.3.1.3** Expenses of reproductions, postage and handling of documents used in connection with the Project.
- 7.3.1.4** Long distance telephone expenses incurred in connection with the Project.
- 7.3.1.5** Costs of subcontractors used by Consultant in connection with the Project. The District will give prior approval to any such employment of sub consultants.
- 7.3.1.6** Other costs/expenses as incurred in connection with the Project.
- 7.4** Taxes.  
Any taxes levied on this Agreement, the transaction, or the services provided pursuant hereto shall be borne exclusively by Consultant, unless otherwise agreed to by the Parties.
- 7.5** Payments to Consultant.
- 7.5.1** Consultant's compensation shall be paid by District to Consultant monthly, incrementally, based upon Work completed, or as otherwise agreed by the Parties.
- 7.5.1.1** Payments on account of basic services shall be made in proportion to services performed within each phase of the Project as reasonably determined by Consultant. Alternatively, the Parties may agree upon a payment schedule which, if agreed to by the Parties, shall be attached as part of Exhibit B.

- 7.5.1.2** In order to receive payment, Consultant shall present to District a claim for payment for approval by District's Representative, which claim shall designate services performed, percentage of Work completed, method of computation of amount payable, phase of the Project, and the amount to be paid.
- 7.5.1.3** Payments made for additional services, if any, shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the Parties shall specify when such services are agreed upon.
- 7.5.1.4** Should District cancel this Agreement due to material breach of the Agreement by Consultant, Consultant shall upon proper notice of such cancellation, forthwith cease all services hereunder. In such event, Consultant's total fee for all services performed shall be computed under the foregoing provisions of this Agreement to cover services satisfactorily performed to the date of such notice and shall include compensation for services within the phase of performance at which the services stopped proportionate to the degree of completion of Consultant's satisfactorily completed services on such phase.
- 7.5.2** Nonpayment by District within a timely manner shall constitute grounds for District default under this Agreement.
- 7.5.3** Payments are due 30 days after receipt of Consultant's monthly invoice. Payments not made in a timely manner shall be subject to a service charge of ten percent (10%) of the unpaid balance after thirty (30) days.

## **ARTICLE 8. INSTRUCTIONS TO PROCEED.**

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

## **ARTICLE 9. TIME SCHEDULE.**

- 9.1** Consultant shall perform all services hereunder as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Consultant shall prepare an estimated time schedule for the performance of its services, to be adjusted as the Project proceeds, which shall be acceptable to the District, for completion of services established by this Agreement which shall be marked "Project Schedule" and incorporated into this Agreement as part of Exhibit A. Such schedule shall include allowances for periods of time required for District's review and approval of submissions and shall be extended as necessary by Consultant.
- 9.2** Any delays in Consultant's Work because of the actions of District or its employees, by a

governmental agency having jurisdiction over the Project, or by an act of God or other unforeseen occurrence, not due to any fault or negligence on the part of Consultant, shall also be added to the time for completion of any obligations of Consultant.



**ARTICLE 10. SUSPENSION, ABANDONMENT, TERMINATION.**

- 10.1** Consultant hereby reserves the right to suspend, cancel, terminate or abandon at any time all or any of the Work on the Project or to terminate this Agreement at any time. In the event of such suspension, cancellation, abandonment, or termination, Consultant shall be paid pursuant to the schedule of payments set forth in Article 7 of the Agreement for services rendered up to the date of such suspension, cancellation, abandonment, or termination, plus any damages and/or other expenses suffered by Consultant as a result of District's actions, if any. In such event, Consultant shall take reasonable measures to mitigate any and all expenses and/or costs incurred in closing out this Agreement.
- 10.2** Default by District.
- 10.2.1** Upon default by District in any respect on any provision hereunder, the Consultant may either elect to terminate the Agreement or provide District an opportunity to cure the default. If Consultant elects to provide District an opportunity to cure, and if District fails to cure such default within 15 days, or if the default cannot be cured within 15 days, fails to commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Consultant, Consultant may then elect to terminate the Agreement. If Consultant elects to terminate the Agreement upon default by District, Consultant shall be entitled to compensation for all services rendered under this Agreement plus the cancellation expense fee described in Article 7, in addition to its other legal remedies in law or equity.
- 10.2.2** Consultant's decision to provide an opportunity to cure to District under this Agreement will in no respect waive any legal remedies available to Consultant, District's default under the Agreement and/or District's obligations under this Agreement.
- 10.3** District Termination Rights
- 10.3.1** District may, at its election, terminate this Agreement if Consultant defaults in any material respect on any provision hereunder and fails to cure such material default within 15 days, or if the default cannot be cured within 15 days, fails to commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from District.
- 10.3.2** District shall also have the right to termination this Agreement without cause, for convenience, upon thirty (30) days written notice to Consultant and upon compensation to Consultant as set forth in Article 7 above. If District terminates the Agreement under this provision, the Parties shall be relieved of the remaining executory obligations of the Agreement, except for such liability arising out of services performed prior to the date of the termination and except for such provisions which survive termination of the Agreement.

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

**10.5** If, upon suspension, abandonment, cancellation or termination pursuant to this Article, District thereafter takes over the Project and prosecutes and continues the same to completion by agreement with another party or otherwise, Consultant shall be entitled to twenty-five percent (25%) of the total compensation provided for under this Agreement.

**10.6** Bankruptcy.

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

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

**11.1** All documents, information, plans, designs, copyrights, drawings, studies, specifications, and estimates prepared by Consultant pertaining to the Project, including electronic forms of same, pursuant to this Agreement shall, at all times, be and shall remain the property of Consultant. Except as they constitute part of the Project, District shall not have the right to use, modify, copy, make derivatives of and/or otherwise use such items without Consultant's express written permission.

**11.2** Any reuse by District of documents prepared under this Agreement with Consultant's written permission, but without employing the services of Consultant, shall be at District's own sole risk, and no indemnification by Consultant shall apply.

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

**11.4** Return of Property.

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

- 11.4.2** Consultant shall deliver all such property to the District at the termination of this Agreement, or earlier if such property is requested by the District or is no longer of use to the Consultant in the performance of this Agreement.
- 11.4.3** All property leased by Consultant and reimbursed as a direct cost by the District shall be used exclusively for purposes of this Project, and every lease by its terms shall be fully assignable to District at the sole option of District, including any right of purchase.

## **ARTICLE 12. INDEMNITY.**

- 12.1** District shall assume the defense of, indemnify, and hold harmless Consultant from any and all claims of any kind arising out of the intentional or negligent acts, errors, or omissions of District, Board, Board members, agents, officers, contractors, and/or employees in the performance of this Agreement.
- 12.1.1** Such obligations shall include, without limitation, District's duty to defend, indemnify, and hold harmless Consultant due to District's performance or failure to perform any of its obligations under this Agreement or any other default of the District hereunder.
- 12.1.2** Such obligations shall include, without limitation, District's duty to defend, indemnify, and hold harmless Consultant due to District's use of any copyrighted or uncopyrighted documents, information, composition, secret process, patented or unpatented invention, article or appliance under this Agreement.
- 12.1.3** Such obligations shall include, without limitation, District's duty to defend, indemnify, and hold harmless Consultant due to District's failure to timely pay.
- 12.1.4** For purposes of this Agreement, "claim" or "claims" mean any and all actions, suits, proceedings, hearings, investigations, charges, complaints, demands, causes of action, claims, injunctions, judgments, counts, orders, decrees, rulings, damages, dues, penalties, fines, costs, amounts paid in settlement, liabilities, obligations, taxes, liens, losses, expenses and fees, including court costs, attorneys' fees and expenses, and specifically including any such fees and expenses incurred in connection with establishing the existence of a claim or the liability of the Consultant with respect thereto.
- 12.1.5** District's duty to indemnify, defend and hold harmless Consultant as set forth herein, shall include, but shall not be limited to, nor constrained by the duty to defend as set forth in §2778 of the California Civil Code. The District's duty to defend Consultant and obligations under this Article shall also expressly include Consultant's right to representation by district counsel.

- 12.1.6** District specifically hereby agrees to pay for all attorneys' fees and costs incurred by Consultant as a result of this Agreement, except for those incurred in drafting, negotiating or reaching this Agreement.
- 12.1.7** The obligations of section 12.1 of this Article shall survive the performance of the services under this Agreement or any termination under the provisions of this Agreement.
- 12.1.8** Only a Party to this Agreement has standing and authority to invoke Article 12's provisions, unless permission is granted by the mutual consent of the Parties.
- 12.2** Consultant shall assume the defense of, indemnify, and hold harmless District from any and all claims of any kind arising out of the intentional or negligent acts, errors, or omissions of Consultant.

### **ARTICLE 13. DISPUTE RESOLUTION PROVISIONS.**

- 13.1** Parties' Resolution.  
Should any questions arise as to the meaning and intent of this Agreement, the matter shall, prior to any other action or resort to any other legal remedy, be referred to the Superintendent, who shall decide, together with Consultant's Principal in Charge, the true meaning and intent of this Agreement.
- 13.2** Mediation.
- 13.2.1** Except as otherwise provided herein, any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation.
- 13.2.2** A request for mediation shall be filed in writing with the other Party to this Agreement. The request may be made concurrently with the filing of a request for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 (sixty) days from the date of filing, unless stayed for a longer period by agreement of the Parties or court order.
- 13.2.3** The Parties shall share the mediator's fee and any filing fees equally, unless agreed otherwise. The mediation shall be held in the place where the Project or District offices is located, unless another location is mutually agreed upon by the Parties.
- 13.2.4** The Parties shall select a disinterested third-person mediator within a reasonable period of time, mutually agreed to by the Parties. The mediation shall be commenced within 30 days of the selection of the mediator. If the Parties elect to mediate but fail to select a mediator within a 15-day period, any Party may petition the Superior Court of San Bernardino County to appoint the mediator.
- 13.3** Arbitration.

- 13.3.1** Except as otherwise expressly provided for herein, the Parties agree to arbitrate unresolved disputes and any claim or other matter arising out of or related to this Agreement. If arbitration is invoked pursuant to this section, the arbitrator shall confine itself only to the subject matter of the dispute proposed by the Parties and the rights and obligations set forth in this Agreement.
- 13.3.2** A request for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the request for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Prior to arbitration the Parties shall endeavor to resolve disputes by mediation in accordance with the provisions above.
- 13.3.3** Each Party shall have the right to submit supporting or explanatory material to the arbitrator and to the other Parties.
- 13.3.4** The arbitrator, in reaching a decision, shall provide a written explanation of its conclusions to the Parties, and its determinations shall be conclusive and binding upon the Parties.
- 13.3.5** The submission of a dispute to the arbitrator and the rendering of its decision shall be the condition precedent to any Parties commencing legal action to enforce this Agreement.
- 13.3.6** The award or decision of the arbitrator shall be deemed binding and final and may be entered and enforced in any court of competent jurisdiction. The Parties agree to submit to the jurisdiction of any such court for the purposes of the enforcement of such an award or decision, consistent with the venue provisions of this Agreement. The fees and expenses of the arbitrator shall be borne by the losing Party.
- 13.3.7** Arbitration shall be conducted by one arbitrator mutually chosen by the Parties. The arbitrator shall conduct him/herself as a neutral, and be subject to disqualification for non-neutrality. Within 15 days after the arbitrator has been appointed, a preliminary hearing among the arbitrator and counsel for the Parties shall be held for the purpose of creating a written plan for the management of the arbitration that shall promote the efficient, expeditious, and cost-effective conduct of the proceeding.
- 13.3.8** Consultant may request a court to provide interim, equitable or provisional relief, and such request shall not be deemed incompatible with the Agreement to arbitrate, nor constitute a waiver of that Agreement.
- 13.3.9** The arbitrator shall permit and facilitate such limited discovery as he/she determines is appropriate including prehearing depositions, particularly of witnesses who will not appear at the arbitration, and an order to protect the confidentiality of proprietary information, trade secrets, and other sensitive information disclosed in

discovery. Papers, documents and written communications delivered to the arbitrator shall also be delivered to the other Party.

- 13.3.10** The arbitrator shall actively manage the proceeding to make it fair, expeditious, economical and less burdensome and less adversarial than traditional litigation. The arbitrator may limit the issues, limit the time for each Party to present its case, exclude testimony and other evidence that it deems irrelevant, cumulative or inadmissible, or order that the direct testimony of witnesses be furnished by written sworn statement as appropriate.
- 13.3.11** All documents that any party proposes to offer into evidence, except for those objected to by the opposing Party, shall be self-authenticated.
- 13.3.12** There shall be a stenographic transcript of the proceeding, the cost of which shall be borne equally by the Parties, pending the final award. The arbitrator shall assign the cost of the arbitration to the losing Party.
- 13.3.13** The arbitrator's award shall itemize the award, shall not include punitive damages, but may include all or a part of a Party's attorneys' fees and costs and shall state the reasoning upon which it rests.
- 13.3.14** Before rendering the final award, the arbitrator shall submit to the Parties an unsigned draft of the proposed award and each Party may deliver within 10 days after receipt of such draft, a written statement of alleged errors of fact, computation, law or otherwise. The arbitrator may disregard any Party's statement to the extent that it is in substance for application reargument. Within 10 days after receipt of such statements, the arbitrator shall render the final award.
- 13.3.15** Attorneys' fees and costs for this section shall have the meaning set forth below in this Article.
- 13.4** Attorneys' Fees and Costs.
- 13.4.1** If any dispute resolution procedures are initiated hereunder, or legal action is commenced, by either Party against the other Party, relating to or arising out of this Agreement, or the services to be provided hereunder, the prevailing Party shall be entitled to recover from the other Party its attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such dispute resolution procedures or legal action.
- 13.4.2** For purposes of this Agreement, the term "attorneys' fees" or "attorneys' fees, costs and expenses" shall mean the fees and expenses of counsel to the Parties hereto, which may include consultants' fees and costs, experts' fees and costs, postage, printing, telephone charges, travel, filing and process server charges, facsimile charges, expedited delivery charges, automated legal research charges, Photostatting, duplicating and other reproduction expenses, word processing, court reporting costs and fees, interpreter fees and charges, air freight charges, and fees

billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and costs and fees incurred in connection with the enforcement or collection of such judgment or award obtained in any such proceeding, including proceedings in bankruptcy. District's attorneys' fees shall be calculated at prevailing market rates and not actual fees paid.

**13.4.3** As used herein, the term "prevailing party" shall mean and include a prevailing party as defined by California Code of Civil Procedure Section 998. The provisions of this Article shall survive the entry of any judgment, and shall not merge, or be deemed to have merged, into any judgment.

**13.5** CONSENT TO SITUS OF DISPUTE RESOLUTION PROCEEDINGS AND JURISDICTION ALL MEDIATION, ARBITRATION AND/OR JUDICIAL PROCEEDINGS BROUGHT BY OR AGAINST EITHER PARTY ARISING OUT OF, OR RELATING TO, THIS AGREEMENT SHALL BE HELD AND CONDUCTED ONLY IN San Bernardino COUNTY, CALIFORNIA, AND, IN SUCH REGARD, ANY JUDICIAL PROCEEDINGS ARISING OUT OF, OR RELATING TO, THIS AGREEMENT MAY BE BROUGHT ONLY IN A STATE OR FEDERAL COURT OF COMPETENT JURISDICTION LOCATED IN THE COUNTY OF San Bernardino, STATE OF CALIFORNIA. EACH PARTY HERETO ACCEPTS FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, GENERALLY AND UNCONDITIONALLY, BUT EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN ABOVE, THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS AGREEMENT.

#### **ARTICLE 14. INDEPENDENT CONTRACTOR.**

**14.1** Consultant is, for all purposes arising out of this Agreement, an independent contractor, and Consultant shall not be deemed an employee, officer, partner, or joint venturer of District for any purpose.

**14.2** It is expressly understood and agreed that Consultant shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave, or other benefits.

**14.3** As an independent contractor, Consultant shall be wholly responsible for the manner in which it performs its services under this Agreement.

**14.4** Discrimination Prohibited.

**14.4.1** It is the policy of the Parties that in connection with all Work or services performed under contracts, there will be no discrimination against any prospective or active

employee engaged in the Work because of race, color, ancestry, national origin, religious creed, sex, age, handicap, or marital status. The Parties agree to comply with applicable federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code Section 12900, et seq.

**ARTICLE 15. SUCCESSORS AND ASSIGNMENTS.**

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

**ARTICLE 16. NO RIGHTS IN THIRD PARTIES.**

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

**ARTICLE 17. FINGERPRINTING.**

District has determined that fingerprinting is not applicable to the provision of services under this Agreement. All consultants used in the project have met the California fingerprinting requirements.

**ARTICLE 18. REPRESENTATIONS AND DECLARATIONS.**

- 18.1** Consultant hereby represents and states that it has the capabilities and resources necessary to perform its obligations hereunder.
- 18.2** Consultant understands and acknowledges that the Board must approve the terms of this Agreement and the provision of professional services herein.
- 18.3** Consultant shall not, under any circumstances, solicit, accept, offer, or extend gratuities, including any entertainment or gifts with respect to any employees or agents of the District or any third parties involved in the Work, such as labor union representatives, State, federal, or other agency officials. Consultant understands the following and certifies that it does not know of any facts which constitute a violation.
- 18.4** Consultant hereby certifies that no current Board member or District employee, and no one who has been a Board Member or who has been employed by District within the past two years, has participated in bidding, selling or promoting this Agreement. Furthermore, Consultant certifies that no such current or former Board member or District employee has an ownership interest in this Agreement, nor shall any such current or former Board member or District employee derive any compensation, directly or indirectly, from this Agreement. Consultant understands that any



violation of this provision of the Agreement shall make the Agreement voidable by the District at its option.

1. **18.5** Consultant acknowledges and understands California Government Code, Section 87100 et. seq., "Public Officials; State and local; financial interest," which states: No public official at any level of State or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest." Consultant is unaware of any violation of this provision.

**18.6** Consultant represents and states that it currently has filed no claims of any kind or manner against District in any court, administrative agency, or with any other tribunal. District represents and states that it currently has filed no claims of any kind or manner against Consultant in any court, administrative agency, or with any other tribunal.

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

**18.8** Knowing and Voluntary Acceptance.

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

#### **ARTICLE 19. CONFIDENTIALITY.**

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

#### **ARTICLE 20. MISCELLANEOUS.**

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

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

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

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

**20.5** Non-Waiver. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specifically specified in writing. The omission by either Party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other Party at the time designated, shall not be a waiver or any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

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

**20.7** Notice to the Party.

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

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

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

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Carlsbad, California 92018

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

**20.8** Construction. The word “including” shall mean “including without limitation.” The Parties intend that each representation, warranty and covenant contained herein shall have independent significance. If any Party has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists

another representation, warranty, or covenant related to the same subject matter (regardless of the relative levels of specificity) which the Party has not breached, shall not detract from nor mitigate the fact that the Party is in breach of the first representation, warranty or covenant. This Agreement shall not be construed against the drafter.

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

IN WITNESS WHEREOF, the Parties have caused this instrument to be duly executed this 1 day of May 2008.

Consultant

District

By: \_\_\_\_\_

By: \_\_\_\_\_

**EXHIBITS:**

Exhibit A: Project Description and Schedule

Exhibit B: Compensation and Schedule of Hourly Billing Rates  
Authorized Additional and Expanded Services  
Fee Schedule

**Exhibit A – Project Description and Schedule**

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

Project Schedule

| <u>Phase</u>  | <u>Date</u>   |
|---|---------------|
| 1. Form District Liaison Team to complete the DAS.                | ASAP          |
| 2. Meetings between New Directions & district team to discuss DAS | ASAP          |
| 3. Review of district documentation in support of DAS             | ASAP          |
| 4. Review of district data in support of DAS                      | ASAP          |
| 5. Completion of DAS – New Directions & Team                      | ASAP          |
| 6. Complete Initial Report – LEA addendum                         | June 13, 2008 |
| 7. Board Report on DAIT Findings                                  | June 19, 2008 |
| 8. Complete all state required preliminary reports                | June 30, 2008 |
| 9. Implement Revised District LEA Plan                            | 24 months     |
| 10. Monthly monitoring/servicing of Action Plan                   | 24 months     |

**Exhibit B – Compensation and Schedule of Hourly Billing Rates**

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

Basic Services

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

1. Time, expenses, and material at rates in this Agreement with a not-to-exceed amount of \$225,000.

Reimbursable Expenses are included

Reimbursable Expenses shall be compensated as described in Article 7.

Standard Billing Rates

The following rates shall be used for any services above or for any calculation of future services:

\$1500 per day

# BOARD AGENDA

REGULAR MEETING  
December 10, 2009

## ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Mollie Gainey-Stanley, Assistant Superintendent  
Educational Services Division
- SUBJECT:** **Approval of Amendment and Adoption of New Board Policies and Administrative Regulations:**  
*BP 6116 Classroom Interruptions*  
*AR 6116 Classroom Interruptions*  
*BP 6146.3 Reciprocity of Academic Credit*  
*AR 6146.3 Reciprocity of Academic Credit*  
*BP 6155 Challenging Courses by Examination (New)*  
*AR 6155 Challenging Courses by Examination (New)*  
*BP 6172.1 Concurrent Enrollment in College Classes (Replaces BP#4030)*  
*AR 6172.1 Concurrent Enrollment in College Classes (Replaces AR#4030)*
- GOAL:** Improved Student Performance
- STRATEGIC PLAN:** Strategy #2 – Curriculum
- BACKGROUND:** The Educational Services Division (9-12) began reviewing existing board policies and current practices to determine if there were barriers to graduation that were not supported by education code, federal law, California content standards, or other logical/legal rationale, and to ensure that consistent practices are used in our district programs.
- Over the past 3 months, the drafts were shared with stakeholder groups and feedback was collected and used by the superintendent to make final wording choices.
- RECOMMENDATION:** That the Board approve the amendment and adoption of new board policies and administrative regulations.  
*BP 6116 Classroom Interruptions*  
*AR 6116 Classroom Interruptions*  
*BP 6146.3 Reciprocity of Academic Credit*  
*AR 6146.3 Reciprocity of Academic Credit*  
*BP 6155 Challenging Courses by Examination (New)*  
*AR 6155 Challenging Courses by Examination (New)*  
*BP 6172.1 Concurrent Enrollment in College Classes (Replaces BP#4030)*  
*AR 6172.1 Concurrent Enrollment in College Classes (Replaces AR#4030)*
- ACTION:** On motion of Board member \_\_\_\_\_ and \_\_\_\_\_, the Board approved the amendment and adoption of new board policies and administrative regulations.

CLASSROOM INTERRUPTIONS

BP 6116

The Board recognizes the importance of providing students with sustained, uninterrupted instruction. Allowing interruptions during class time implies to the students that what is occurring in the classroom lacks value. Therefore, interruptions and distractions must be controlled and avoided to ensure that teachers can dedicate classroom time to the instruction of students.

The Superintendent shall require the school principal to restrict the use of intercoms and limit office summons and the use of student messengers to a brief, specified period of time during the school day. Message should be briefly and clearly stated in order to reduce the amount of time devoted to non-instructional activities. Announcements that are only pertinent to teachers should be put in writing. Teachers should be notified in advance of all programming that takes students away from regular classroom instruction. To avoid unplanned entrances to classrooms, visitors should make appointments. Whenever possible, school maintenance and housekeeping activities should be scheduled before or after school hours.

*References:**EDUCATION CODE**32211 Restricting access to school grounds based on threatened disruption or interference**32212 Classroom interruptions**44810-44811 Disruptions; misdemeanor**48901.5 Authority to regulate use of electronic devices**51512 Prohibited use of electronic listening or recording device**Management Resources:**CSBA PUBLICATIONS**Instructional Time Task Force Report, 2007*

(03/24/2005)

Proposed 12/10/2009

**CLASSROOM INTERRUPTIONS**

AR 6116

In order to allow students to take full advantage of learning opportunities while in the classroom, school staff shall ensure that interruptions are kept to a minimum. Strategies to reduce classroom interruptions include, but are not limited to, the following:

1. Keep announcements made through the intercom or public address systems to a minimum by limiting announcements to specific times during the day, and only use the intercom or public address systems for announcements that apply to all students or groups of students. Announcements that apply to individual students or staff members should be distributed in writing.
2. Establish a fixed time for the delivery of written messages to students and staff, except in cases of emergencies.
3. Schedule school maintenance operations involving noise or classroom disruption, as well as deliveries of equipment and supplies, to classrooms before or after school hours whenever possible.
4. Inform school visitors that, whenever possible, they should make appointments in advance, in accordance with district policy.
5. Notify parents/guardians that they should go to the school office rather than the classroom when they are dropping off their child late, picking him/her up early, or bringing by any forgotten items from home.
6. Notify school staff that they should refrain from conducting personal business during instructional time.
7. Provide professional development in classroom management as needed to enable staff to more effectively reduce interruptions caused by inappropriate student conduct in the classroom.

RECIPROCITY OF ACADEMIC CREDIT

BP 6146.3

To determine whether students transferring into the district have met district course requirements, the Superintendent or designee shall establish procedures to evaluate the comparability of courses and/or students' understanding of course content. Such procedures shall include methods for determining the number of years of school attendance, the specific courses completed by the student and the value of credits earned.

The district shall accept for credit full or partial coursework satisfactorily completed by students while attending a public school, a juvenile court school or nonpublic nonsectarian school or agency.

Pending evaluation of the transferring student's academic performance, the student shall be placed at the grade level reached prior to enrollment in the district. Within 30 days of enrollment, the principal or designee shall complete the evaluation and determine the student's appropriate grade placement.

*References**EDUCATION CODE**35160 Authority of governing boards**35160.1 Broad authority of school districts**47612.5 Charter schools operations, general requirements**48011 Admission from kindergarten or other school**48645.5 Coursework completed in public school, juvenile court school or nonpublic nonsectarian school**51225.3 Requirements for graduation**51228 Minimum curriculum standards**60605 Academic content and performance standards; assessments**60641-60649 Standardized Testing and Reporting Program**64001 Single plan for student achievement*

(08/17/2006)

Proposed **12/10/2009**



RECIPROCITY OF ACADEMIC CREDIT

AR 6146.3

Definitions

An "accredited" school is one that has received accreditation by the Western Association of Schools and Colleges (WASC) or other statewide or regional commissions or, in the case of a school outside California, by the equivalent governmental or other regional accrediting agency in that jurisdiction.

Transfers from Accredited Schools

Students transferring into the district from an accredited school shall receive full academic credit for previously completed courses when the sending district verifies that the student has satisfactorily completed those courses.

Transfers from Non-Accredited Schools

When a student transfers from any non-accredited private, public, alternative, home or charter school, academic credit shall be subject to approval by the director of secondary education. Credits transferred from these schools shall be fully accepted when there is evidence that the course work is aligned to the California content standards and that work completed is sufficient to master those requirements and comparable to course work required within current district courses.

The district shall accept for credit full or partial coursework satisfactorily completed by students while attending a public school, a juvenile court school or nonpublic nonsectarian school or agency.

Matching Coursework

The principal or designee at the enrolling school shall be responsible for determining which of the student's credits are equivalent to district requirements. Guidelines for determining equivalency shall be developed by representative certificated staff familiar with the district's academic standards and graduation requirements.

In determining equivalency, the principal or certificated staff representative may consider one or more of the following:

1. A review of the description of academic content and time requirements of the course work completed by the student compared to academic content and time requirements at the enrolling school
2. An examination of the student's portfolio of work, papers, completed projects, graded tests or other documents demonstrating the student's level of skill and knowledge
3. An opportunity for the student to demonstrate skill by his/her performance on appropriate course-challenging examinations, comprehensive final examinations and/or other culminating exercises used at the enrolling school
4. Verification by teacher observation, once the student has been placed in a course, that the student has reached a level of preparation consistent with his/her placement in that course

Appeals/Due Process

If a student's parent/guardian disagrees with the school site staff's judgment on grade-level placement, course placement and/or equivalency of academic credit, the parent/guardian may appeal to the Superintendent or designee.

**RECIPROCITY OF ACADEMIC CREDIT**, continued

AR 6146.3

Within 10 working days of notification of placement or credit determination, the parent/guardian may request, in writing, a conference with the Superintendent or designee to review the school site staff's decision.

The Superintendent or designee shall schedule a conference within 10 working days of the parent/guardian's request. This meeting may include the principal or designee, representatives of the school's certificated staff, and the student's parents/guardian. It shall be the parent/guardian's responsibility to present evidence that the facts do not support the school staff's decision on the student's placement and/or transferability of prior credits.

The Superintendent or designee's decision shall be final.

DRAFT

**CHALLENGING COURSES BY EXAMINATION**

BP 6155

The Governing Board recognizes that there is a need to allow high school students to challenge a given course by examination for grade and credit in order to accelerate progress towards graduation and to achieve more flexibility in the selection of electives. This opportunity will permit a student to enroll in courses best suited to his/her educational objectives and needs.

The examination shall be comprehensive and cover all course objectives. Successful completion of the examination shall be at a level which indicates mastery of the content and/or reasonable chance for success in the next higher course.

*Legal Reference:**EDUCATION CODE**51225.3 Requirements for graduation**64001 Single Plan for Student Achievement*

Proposed 12/10/2009

**ADMINISTRATIVE REGULATION**

AR 6155

**Challenging Courses By Examination****Petition to Challenge Course**

One month prior to the end of the current semester, currently enrolled students interested in challenging a course shall file a petition form with their counselor. Entering ninth-grade students and new enrollees shall file a petition and take the examination within two weeks of the time of initial entry to high school classes.

The student shall be allowed to challenge the course by examination if his/her petition is signed by the site principal, department chair, counselor, student and parent/guardian. The student's petition shall include:

1. Grades in courses of the subject area of the challenge
2. Recommendation from the student's last teacher in that subject (waived for new students)
3. Substitute courses to be taken by the student
4. Student's rationale or reasons for challenging a specific course

The challenge examination may be offered when the course is part of a sequence of courses normally taken in specific order or when the course is normally required for entry into another course.

1. During their enrollment in high school, students may challenge no more than four semester courses which meet graduation requirements.
2. A student may challenge a particular semester course only once.
3. A student may challenge only one course per semester.

**Test Content and Administration**

The director of secondary curriculum and department chairpersons shall collaborate with teachers in the development of appropriate district-wide testing procedures and materials for the classes that may be challenged within each department. The director will maintain a list of current courses that may be challenged. The examination will be comparable in standards-based content to the regular end of semester exams for the specified course.

The department chairperson or principal's designee shall supervise the administration and evaluation of tests pertaining to the department.

The student must earn a 70% or higher on the examination to receive credit for a challenged course. The transcript will read "By Exam\_*Course Name*" with a grade of A, B, or C. A score of 69.99% or lower will result in a transcript entry of "By Exam\_*Course Name*" and "NM." This will maintain a record of challenge attempts and allow credits to still meet UC A-G areas.

"NM" grades are not computed into student grade point average (GPA). Grades for examination credits are as follows:

| Exam Total Score | Transcript Grade | Grade Points |
|------------------|------------------|--------------|
| 90 - 100%        | A                | 4.0          |
| 80 - 89.99%      | B                | 3.0          |
| 70 - 79.99%      | C                | 2.0          |
| 0 - 69.99%       | NM               | N/A          |

Challenging Courses By Examination

E 6155

**PETITION TO CHALLENGE COURSE BY EXAMINATION**

This form is to be completed by students wishing to challenge a course by examination. If successful, the student transcript will read "By Exam\_Course Name" and a grade of A, B or C will be recorded, as well as the 5 semester credits for the course in the appropriate graduation requirement area. Students who do not attain a passing score will have the attempt recorded on their transcript as "By Exam\_Course Name" with a grade of "NM" and zero credits attempted/earned. "NM" are not used to compute student GPA.

This form is required prior to the student's examination, and must be turned in, to the counseling office, the month prior to semester end or within 2 weeks of newly enrolling at the CJUSD high school site.

STUDENT NAME: \_\_\_\_\_ ID #: \_\_\_\_\_

Course to be Challenged:

|                 |                     |                                 |                               |
|-----------------|---------------------|---------------------------------|-------------------------------|
| <u>Course #</u> | <u>Course Title</u> | <u>Teacher (Recommendation)</u> | <u>Prior subject grade(s)</u> |
| _____           | _____               | _____                           | S1: ____ S2: ____             |

Student reason for challenging the course: \_\_\_\_\_

If successful, what course will substitute in next semester's schedule? \_\_\_\_\_

|                   |      |                       |      |
|-------------------|------|-----------------------|------|
| Student Signature | Date | Dept. Chair Signature | Date |
|-------------------|------|-----------------------|------|

|                     |      |                     |      |
|---------------------|------|---------------------|------|
| Counselor Signature | Date | Principal Signature | Date |
|---------------------|------|---------------------|------|

|                                     |                           |      |
|-------------------------------------|---------------------------|------|
| Parent/Guardian Name (please print) | Parent/Guardian Signature | Date |
|-------------------------------------|---------------------------|------|

Date of Examination: \_\_\_\_\_

Result of Examination:

**Oral** \_\_\_\_%      **Essay/Lab** \_\_\_\_%      **M/C** \_\_\_\_% =      **Total** \_\_\_\_%

Department Chair/Principal Designee Signature: \_\_\_\_\_

\_\_\_\_\_  
Records Clerk (initial upon entry into transcript and file form in CUM

CONCURRENT ENROLLMENT IN COLLEGE CLASSES

6172.1

The Governing Board desires to provide opportunities for eligible district students to enroll concurrently in courses offered at postsecondary institutions in order to foster individual student achievement, increase opportunities for students to complete college preparatory course requirements or career technical education preparation, and prepare students for a smooth transition into college by providing exposure to the collegiate environment.

When it is determined that the postsecondary course in which the student intends to enroll is substantially equivalent to a course provided by the district, the student may receive credit toward high school graduation requirements in addition to credit received from the college.

Approval of Concurrent Enrollment

The site principal/ designee may approve students for concurrent enrollment in a community college or university program when it is determined to be in the student's best interest and the student is adequately prepared for such coursework.

Upon recommendation of the counselor and with parent/guardian consent, the principal/designee may authorize a student to apply for attendance at a postsecondary institution during any session or term as a special part-time or full-time student and to undertake one or more courses of instruction offered at the college level.

Within the enrollment limits and exceptions allowed by law, the principal may recommend a student for college summer session if that student demonstrates adequate preparation in the discipline to be studied and exhausts all opportunities to enroll in an equivalent course, if any, at his/her school of attendance.

Any student's parent/guardian may petition the Board to authorize full-time attendance at a community college or university if he/she believes the student would benefit from advanced scholastic or career technical work that would be available.

If the Board denies a request for special full-time enrollment at a community college or university for a student who is identified as highly gifted and talented as defined in Education Code 52201, the Board shall issue its written recommendation and the reasons for the denial within 60 days. The written recommendation and denial shall be issued at the next regularly scheduled Board meeting that falls at least 30 days after the request has been submitted. The student's parent/ guardian has the right to appeal such a denial with the County Board.

The Superintendent or designee shall regularly report to the Board regarding the number of district students participating in the concurrent enrollment option, their success in completing in postsecondary courses, and any impact on their achievement in district courses.

*Legal Reference:**EDUCATION CODE**46145-46147 Minimum day, high school**48800-48802 Enrollment of gifted students in community college**51225.3 Alternative means of satisfying graduation requirements**52200-52212 Gifted and talented education program**76000-76002 Enrollment in community college**Management Resources:**WEB SITES**California Community Colleges System: <http://www.cccco.edu>**California Department of Education: <http://www.cde.ca.gov>**California Postsecondary Education Commission: <http://www.cpec.ca.gov>**California State University: <http://www.calstate.edu>**University of California: <http://www.universityofcalifornia.edu>*

ADMINISTRATIVE REGULATION

AR 6172.1

CONCURRENT ENROLLMENT IN COLLEGE CLASSESCredit

Special part-time students may enroll in up to 11 units per semester, or the equivalent, in a community college or university. Such students shall receive credit for college courses that they complete in an amount jointly determined appropriate by the district and the college governing board. High school units shall be awarded as follows:

| <u>College Semester Course</u> |                   | <u>College Quarter/Trimester Course</u> |                   |
|--------------------------------|-------------------|---|-------------------|
| College Units                  | High School Units | College Units                           | High School Units |
| 1                              | 3.34              | 1                                       | 2                 |
| 2                              | 6.67              | 2                                       | 4                 |
| 3                              | 10.00             | 3                                       | 6                 |
| 4                              | 13.34             | 4                                       | 8                 |
| 5                              | 16.67             | 5                                       | 10                |

A written agreement regarding the student's enrollment in postsecondary courses and the credits to be awarded for successful completion shall be signed by the student, parent/guardian, and counselor. The student shall be informed whether the credits to be earned are considered academic credits or elective credits.

To receive district credit for coursework completed at a community college or university, the student or parent/guardian shall submit a transcript showing completion of the course with a passing grade to the records office of the high school.

Minimum School Day

9-11<sup>th</sup> grade students shall be enrolled in at least six courses each semester, or the equivalent number of courses per quarter. 12<sup>th</sup> grade students shall be enrolled in at least five courses each semester.

The minimum day of attendance in district schools shall be four class periods for students concurrently enrolled in regional occupational programs, regional occupation centers, community college courses, university courses, independent study, specialized IEP program, continuation education classes, Work experience education, and/or adult education when the student is enrolled in classes for which academic credit will be provided upon satisfactory completion of enrolled courses.

A student enrolled full-time at a postsecondary institute shall be exempted from full-time attendance in the district's regular education program.

However, both part-time and full-time postsecondary institution students shall be required to undertake courses of instruction of a scope and duration sufficient to satisfy the requirements of law.

EXHIBIT

E 6172.1

CONCURRENT ENROLLMENT IN COLLEGE CLASSES

POSTSECONDARY CONCURRENT ENROLLMENT CONTRACT

This form is to be completed by students wishing to enroll concurrently in community college or university courses and have that credit applied to their high school graduation requirements, including electives. This form is required prior to the student’s enrollment in the concurrent course.

Additional registration forms are also necessary for each postsecondary institution and students must meet requirement of the community college or university in order to successfully enroll.

STUDENT NAME: \_\_\_\_\_ ID#: \_\_\_\_\_

POSTSECONDARY INSTITUTION:
\_\_\_\_\_ Riverside Community College
\_\_\_\_\_ Chaffey Community College
\_\_\_\_\_ University of California, Riverside
\_\_\_\_\_ San Bernardino Valley Community College
\_\_\_\_\_ Crafton Hills Community College
\_\_\_\_\_ California State University, San Bernardino
\_\_\_\_\_ Other \_\_\_\_\_

Course(s) to be taken:

Table with 5 columns: College Course #, College Course Title, College Units, Transferable HS Requirement, Transferable HS Units

I understand that in order to be considered a concurrent student for purposes of a 4 period schedule, I must show evidence of enrollment in a postsecondary class prior to the semester start date at the high school. I also understand that in order to have the transferable units specified above, I must provide an official college transcript to the high school records clerk that has a passing grade of “Pass, A, B, C or D” in the course. Evidence must be provided prior to the date of graduation in order for seniors to participate in the graduation ceremony.

Student Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent/Guardian Name (please print) \_\_\_\_\_ Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

Counselor Name (please print) \_\_\_\_\_ Counselor Signature \_\_\_\_\_ Date \_\_\_\_\_



## BOARD AGENDA

REGULAR MEETING  
December 10, 2009

### ACTION ITEM

**TO:** Board of Education

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

**SUBJECT:** Approval of Waiver of California High School Exit Exam (CAHSEE) Requirement for Students with Disabilities Who Have Taken the Exam with Modifications and Received the Equivalent of a Passing Score (2008-09)

**GOAL:** Improve Student Performance

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

**BACKGROUND:** California Education Code 60851c requires a waiver from the Board of Education for each student with a disability who has taken the CAHSEE with modifications (resulting in an invalid score), who actually has obtained a passing score on one or both sections of the exam. In order for the Board to grant the waiver, the principal must certify that the pupil has 1) an IEP or 504 plan that requires modifications, 2) sufficient high school coursework completed or in progress in a high school curriculum sufficient to have attained the skills and knowledge otherwise needed to pass the CAHSEE, and 3) an individual score report showing that the pupil has received the equivalent of a passing score while using a modification.

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

**RECOMMENDATION:** That the Board approve the waiver of California High School Exit Exam (CAHSEE) requirement for students with disabilities who have taken the exam with modifications and received the equivalent of a passing score (2008-09).

**ACTION:** On motion of Board member \_\_\_\_\_ and \_\_\_\_\_, the Board approved the waiver of the California High School Exit Exam (CAHSEE) requirement for students with disabilities who have taken the exam with modifications and received the equivalent of a passing score (2008-09), as presented.

# BOARD AGENDA

REGULAR MEETING  
December 10, 2009

## 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. Johnston, Maybelle Science Teacher (Temp) – ROHMS

I-B Certificated – Activity/Coaching Assignments None

I-C Certificated – Hourly None

I-D Certificated – Substitute Teacher None

II-A Classified – Regular Staff

1. Caceres, Marisa Language Assistant – Crestmore
2. Gutierrez, Carlota Language Assistant – Crestmore
3. Marquez, Meliza Project Office Assistant – Jurupa Vista
4. Schmidt, Darcy Office Assistant II - CHS

II-B Classified – Activity/Coaching Assignments

1. Campa, Shawn Football Asst., JV - CHS
2. Hampton, Bradley Accompanist (returning walk-on) – BHS
3. Kearns, Kevin Basketball, Head Varsity (returning walk-on) – CHS
4. Pacheco, Arturo Band Assistant (walk-on) – BHS

II-C Classified – Hourly

1. Guitron, Brianna AVID Tutor – CMS
2. Nelson, Carlos AVID Tutor – BMS
3. Ortiz, Juan AVID Tutor – CMS

II-D Classified – Substitute None

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

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

## BOARD AGENDA

**REGULAR MEETING**  
**December 10, 2009**

### **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

Helen Rodriguez – **ESC/PPS**  
Director

ACSA 2010 Symposium  
Every Child Counts  
January 13-15, 2010  
Monterey, CA  
MAA funds: \$1,758.10

Rick Feinstein – **Transportation/Risk**  
Manager

CA Public Employers Employees  
Health Care Coalition  
January 20-22, 2010  
Las Vegas, NV  
No cost to the District

James A. Downs – **D.O./Supt's Office**  
Superintendent

Superintendents' Symposium  
January 27-29, 2010  
Monterey, CA  
Supt. funds: \$1,654.20

Linda Dixon – **Jurupa Vista**  
Teacher (GATE)

CA Association for the Gifted  
Annual Conference  
March 5-7, 2010  
Sacramento, CA  
GATE funds: \$685.30

**Total: \$4,097.60**

**RECOMMENDATION:** That the Board approve conference attendance as presented.

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

## BOARD AGENDA

**REGULAR MEETING**  
**December 10, 2009**  
**ACTION ITEM**

**TO:** Board of Education

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

**SUBJECT:** **Approval of Memorandum of Understanding with the Loma Linda University School of Dentistry to Provide Dentistry Services to Reche Canyon Elementary Students**

**GOAL:** Student Performance and School Safety & Attendance

**STRATEGIC PLAN:** Shared Community Belief #12 – Success

**BACKGROUND:** The Loma Linda University School of Dentistry has offered free dentistry services for up to 100 Reche Canyon Elementary students. Services include teeth cleaning, fluoride treatments, visual dental exams, home care instructions, toothbrush kits and an exam report for parents. All students receiving such services will be required to have a parental consent on file.

The cost of the dentistry services is free to the students. The district is responsible for the transportation of the students to Loma Linda University.

**BUDGET IMPLICATIONS:** \$100 per trip for transportation costs to Loma Linda University to be funded by PTA.

**RECOMMENDATION:** That the Board approve the memorandum of understanding with the Loma Linda University School of Dentistry to provide dentistry services to Reche Canyon Elementary students.

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

**AFFILIATION AGREEMENT**

**BETWEEN**

**COLTON JOINT UNIFIED SCHOOL DISTRICT**

**AND**

**SCHOOL OF DENTISTRY**

**LOMA LINDA UNIVERSITY**

THIS AGREEMENT is entered into this **17th day of December 2009**, by and between **COLTON JOINT UNIFIED SCHOOL DISTRICT**, hereinafter referred to as “**CJUSD**,” and **LOMA LINDA UNIVERSITY**, on behalf of its **SCHOOL OF DENTISTRY**, hereinafter referred to as **UNIVERSITY**.

WITNESSETH:

WHEREAS, the University has a School of Dentistry qualified and experienced to perform dentistry services, and

WHEREAS, CJUSD has need for such services for its pupils,

NOW, THEREFORE, in consideration of the promises and the agreements hereinafter contained, it is mutually agreed by and between the parties hereto as follows:

1. Subject to the terms and conditions of the Agreement, the University shall provide the following services for pupils of CJUSD on a group basis:

- Teeth Cleaning
- Topical Fluoride Treatment
- Visual Dental Exam
- Home Care Instruction
- Toothbrush Kit
- Exam Report for Parent

2. Appointments to be scheduled weekly for approximately 8 weeks, beginning January 15, 2010, on Friday mornings between 8 a.m. and 12 p.m.
3. There will be no fee for this service.

4. CJUSD shall provide transportation of the pupils to the University.
5. CJUSD will obtain from pupils' parents a Consent to Treatment form and a Medical History, using the standard form provided by the University.
7. A strict code of confidentiality is to be maintained. All information obtained from pupils' records is held in confidence.
8. The right is reserved to either party to ask to have included in the program any additional factors which it may deem necessary. Both parties hereby agree to give reasonable consideration to such requests.
9. Either party may terminate this Affiliation Agreement upon written notice.
10. Hold Harmless. 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 and from any and all liability, claims, demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorney 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 agreement by such indemnifying party, or its officers, agents, servants and employees, but only in proportion to and to the extent such liability, claims, demands, debts, suits, actions, causes of action, or attorney fees are caused by or result from the negligent or intentional acts or omissions of either party.
11. In accordance with Title VI of the Civil Rights Act of 1964, no person shall on the grounds of race, sex, color, or national origin be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activities included herein.

**COLTON JOINT UNIFIED  
SCHOOL DISTRICT**

By: \_\_\_\_\_

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

**LOMA LINDA UNIVERSITY**

By: \_\_\_\_\_

Kristi B. Wilkins, MA, RDH  
Chair, Dental Hygiene

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

By: \_\_\_\_\_

Charles J. Goodacre, DDS, MSD  
Dean, School of Dentistry

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

By: \_\_\_\_\_

Verlon W. Strauss, CPA, MBA  
Senior VP for Financial Affairs  
Loma Linda University

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

**BOARD AGENDA**

**REGULAR MEETING  
December 10, 2009**

**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 \$130,742.34 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>       |
|--------------|------------------------|--------------------------------|-----------------------|---------------------|
| 012079       | Troxell Communication  | Visual Presenters/Smith        | 0396                  | \$10,218.15         |
| 012203       | Sea-Clear Pools Inc.   | Const. Svs./THMS               | 8150                  | \$18,204.75         |
| 012231       | Corona Coating Corp.   | Const. Svs./Lewis/McKinley/CHS | 0000                  | \$24,226.00         |
| 012234       | Brickley Environmental | Const. Svs./M & O              | 0000                  | \$13,855.00         |
| 012267       | Arrowhead Sheet Metal  | Const. Svs./Grimes             | 0000                  | \$28,800.00         |
| 012287       | A-Z Bus Sales Inc.     | Const. Svs./Warehouse          | 0000                  | \$35,438.44         |
| <b>TOTAL</b> |                        |                                |                       | <b>\$130,742.34</b> |

**\*LEGEND**

|      |                                       |      |                                     |
|------|---------------------------------------|------|-------------------------------------|
| 0000 | Revenue Limit/Unrestricted            | 3315 | Sp Ed-Idea Presch Entl Non Ris      |
| 0001 | Child Dev. Facilities                 | 3319 | ARRA Idea Pt B, Sec619 Preschl      |
| 0100 | Microsoft Voucher Prg-Schools         | 3320 | Sp Ed-Idea Presch Loc Entl Ris      |
| 0105 | Microsoft Voucher Prg-Other           | 3322 | ARRA Idea Pt B, Early Intervnt      |
| 0356 | RS7156 IMFRP                          | 3324 | ARRA Idea Pt B, Sec611 Preschl      |
| 0110 | E-Rate Technology Program             | 3340 | Sp Ed-Idea Inservice Training       |
| 0115 | Best Practices Cohort                 | 3345 | Sp Ed-Idea Presch Staff Devel       |
| 0305 | RS6405 Schl Safety & Violence Prv     | 3550 | Voc. Prgs - Voc & Appl Secndry & Ad |
| 0325 | RS7325 Stff Dev:Admin Training        | 3710 | NCLB: title IV, Pt A Drug Free      |
| 0330 | RS2430 Community Day Schl             | 4035 | NCLB: Title II Part A               |
| 0340 | RS7140 GATE                           | 4036 | NCLB Title II, Part A Prin Trn      |
| 0350 | RS6350 CRY-ROP                        | 4045 | NCLB: Title II Part D               |
| 0355 | RS7055 CASHEE Intensive Inst.         | 4203 | NCLB: Title III LEP Stdnt Prg.      |
| 0356 | RS7156 IMFRP                          | 5035 | CD -Blk Grnt-25% Qlity/Discrtn      |
| 0360 | RS6760 Arts & Music BG                | 5080 | CD-Dep Care-Pub Law-Chld Care       |
| 0367 | RS6267 NB Certification               | 5095 | CD Infant/Tddler Capacity Bldg      |
| 0370 | RS7294 Stff Dev: Mth 7 Read SB472     | 5210 | Head Start                          |
| 0371 | RS7271 PAR                            | 5310 | Child Nutrition-School Program      |
| 0380 | RS7080 7-12 Counselors                | 5315 | Child Nutrition: ARRA Equip         |
| 0385 | RS6285 CBET                           | 5630 | NCLB: Title X Mck-Vnto Homeless     |
| 0390 | RS7390 AB825 Pupl Rentention BG       | 5640 | Medi-Cal Billing Option             |
| 0391 | RS6091 CAL-SAFE Supp Svs              | 5850 | Smaller Learning Community          |
| 0392 | RS6092 CAL-SAFE Child Care            | 6010 | After Schl Ed & Safety (Ases)       |
| 0393 | RS7393 AB825 Staff Dev BG             | 6055 | Child Care & Dev- State Preschool   |
| 0394 | RS7394 AB825 Targeted Inst. Imp       | 6060 | Child Care and Dev.-Alt Pymnt Prg.  |
| 0395 | RS7395 AB825 Schl & Lib Imp BG        | 6130 | Child Care Center-Based Resrve      |
| 0396 | RS7396 Schl Site Disc Blk Grnt        | 6275 | Teacher Recruitment & Retention     |
| 0750 | Mandated Costs Incentive              | 6286 | English Lang. Learner Train         |
| 0790 | Donations, Misc.                      | 6300 | Lottery: Instructional Matl         |
| 1100 | State Lottery Revenue                 | 6360 | ROP/C-Handicapped Pupils            |
| 1300 | Class Size Reduction K-3              | 6405 | School Violence - School Safety     |
| 3010 | NCLB: Title 1, Pt A Grnt Low Inc.     | 6500 | Special Ed.                         |
| 3011 | NCLB: ARRA Title I, Pt A Basic        | 6520 | Sp Ed-Project Workability           |
| 3025 | NCLB: Title 1, Pt D SBPRT2 N&D        | 6530 | Sp Ed-Low Incidence                 |
| 3185 | NCLB: Title 1, Pt A, PI Corr Actn     | 6535 | Sp Ed Personnel Development         |
| 3200 | St Fi St Fiscal StabilZtn Fund (ARRA) | 6660 | CIG/TBCO PDTS SRTX Fnd-Entl Gr      |
| 3310 | Sp Ed-Idea Bas Grnt Entl              | 7010 | Agricultural Vocational Ed          |
| 3311 | Sp Ed-Idea B, Sec611, Prvt Schls      | 7090 | Economic Impact Aid- SCE            |
| 3313 | ARRA Idea Pt B, Sec611 Local          | 7091 | Economic Impact Aid-LEP             |
| 3314 | ARRA Idea Pt B,Sec611 Prvt Sch        | 7230 | Transport.- Home to School          |
| 7240 | Transportation Spec. Ed.              | 9005 | Medi-Cal Admin. Activities (MAA)    |
| 7400 | QEIA-Quality Educ. Invstmnt Act       | 9010 | Other Local                         |
| 8150 | RMA-Ongoing Major Maint.              | 9015 | APIP (Advncd Plcmt Incentv Prg)     |

**BOARD AGENDA**

**REGULAR MEETING  
December 10, 2009**

**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 #0671 through Batch #0746 for the sum of **\$1,447,102.56**

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  
December 10, 2009

### ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Award of Bid #09-01 to Dave Bang Associates, Inc., for Playground Equipment and DSA Shade Shelters (2009-10)
- GOAL:** Facilities/Budget Planning
- STRATEGIC PLAN:** Strategy #4 – Facilities
- BACKGROUND:** Bids for playground equipment and DSA shade shelters were opened on November 17, 2009. The bid was conducted in accordance with Public Contract Code 20111 and advertised in accordance with Public Contract Code 20112. One vendor, Dave Bang Associates, Inc., submitted a bid.
- This bid was conducted to meet the needs of the District on an as needed basis. The minimum contract term is one year with mutually agreed upon extensions in accordance with Education Code 17596 (K-12) and 81644 (Community Colleges). In addition, pursuant to Public Contract Code 20118 (K-12) and 20652 (Community Colleges), the use of this bid will be made available to other school districts and community college districts, any public corporation or agency, including any county, city or town in the State of California.
- Although the Colton Joint Unified School District does not have immediate plans to utilize the prices obtained from this bid, many agencies in the state will use this bid to obtain favorable pricing for their projects as well. The agencies that have used the CJUSD playground equipment and DSA shade shelter bid in the past include, but are not limited to: Los Angeles USD, San Bernardino City USD, County of San Diego, San Bernardino County Superintendent of Schools and Corona-Norco USD.
- BUDGET**
- IMPLICATIONS:** \$89,728.54 from the general fund and/or bond funds as needs arise.
- RECOMMENDATION:** That the Board award Bid #09-01 to Dave Bang Associates, Inc., for playground equipment and DSA shade shelters (2009-10), as presented.
- ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board awarded Bid #09-01, to Dave Bang Associates, Inc., for playground equipment and DSA shade shelters (2009-10), as presented.

## BOARD AGENDA

REGULAR MEETING  
December 10, 2009

### ACTION ITEM

**TO:** Board of Education

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

**SUBJECT:** Approval of Agreement with Harley Ellis Devereaux for the Bloomington High School New Math and Science Building and Interim Housing Projects (2009-12)

**GOAL:** Facilities / Support Services

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

**BACKGROUND:** The original master contract was approved in December 2002, for modernization and new construction at Bloomington and Colton High Schools. In 2006, the plans were approved by the District, and the Division of the State Architect. The projects were put on hold pending passage of Measure G and the sale of associated bonds.

This agreement is necessary to restart the project. Due to the extended delay, all specified products and materials must be updated to reflect current standards and more energy efficient equipment. Modifying the plans and specifications is required.

This agreement includes the design and Division of the State Architect approval for the 16 interim housing portables and one restroom building. Additional details are provided in the attached backup documentation.

The design and installation of additional fire hydrants, sump pumps, revisions to the campus fire water distribution system or other site utility revisions are excluded from this fee proposal. If required, they will be considered additional services, and will require an amendment to this agreement.

**BUDGET IMPLICATIONS:** Measure G Bond Fund  
\$439,718 - Architecture and engineering fees  
\$ 22,000 - Reimbursables

**RECOMMENDATION:** That the Board approve the agreement with Harley Ellis Devereaux for the Bloomington High School new math and science building and interim housing project (2009-12).

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

**BOARD AGENDA**

**REGULAR MEETING  
December 10, 2009**

**ACTION ITEM**

**TO:** Board of Education

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

**SUBJECT:** Adoption of 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 (2009-14)

**GOAL:** Facilities / Support Services

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

**BACKGROUND:** The Joint Use Agreement will allow for sharing of playfields for a five year term and as defined by the agreement and pursuant to *Board Policy #3140, Use of Facilities*, which states:

The governing Board recognizes that agencies at all levels of government share its concern and responsibility for the health, safety and welfare of youth. The Superintendent or designee shall initiate and maintain good working relationships with these agencies in order to help make better use of the resources available, which other governmental agencies can provide.

The City of Fontana wishes to use the playfields for recreation programs after school and for weekend activities. The city will schedule the playfields and clean trash and debris after the events.

**BUDGET IMPLICATIONS:** None

**RECOMMENDATION:** That the Board adopt 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 (2009-14).

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

**RESOLUTION 09-39**

**JOINT USE AGREEMENT FOR FACILITY USE**

**Between the Colton Joint Unified School District and the City of Fontana**

**For the Parks and Playfields at Michael D’Arcy Elementary School, Fontana, California**

**This Agreement entered** into on the 11th day of December, 2009 by the Colton Joint Unified School District, hereafter referred to as “District”, and the City of Fontana hereafter referred to as “City.”

**WHEREAS**, the Education Code of the State of California authorizes and empowers public school districts and municipalities to cooperate with each other for the purposes of providing meaningful leisure and educational opportunities, and toward that end enter into agreements with each other for the purpose of organizing, promoting and conducting such programs of community recreation and education objectives for children and adult citizens of the State; and,

**WHEREAS**, worthwhile recreational activity contributes to the well being of individuals, and in turn to the progress of society, provision of meaningful leisure opportunities can be properly recognized as a governmental service. Consequently, both municipal and education agencies have been delegated the responsibility for providing the community with these leisure skills and opportunities; and

**WHEREAS**, in order to minimize the duplication in the provision of these services, and to maximize potential for quality programs, both agencies are committed to cooperate with one another whenever feasible; and

**WHEREAS**, the District and City desire to establish a basis for the cooperative use of their respective recreational and educational facilities located in the community; and

**WHEREAS**, the District is owner of the playfields, the turf area and asphalt courts at Michael D’Arcy Elementary School, Fontana, California; and

**WHEREAS**, the City wishes to utilize the playfields for recreational purposes.

NOW, **THEREFORE**, the parties agree as follows:

1. The use of the Michael D’Arcy Elementary School playfields, hereinafter referred to as the “playfields”, shall be subject to reasonable rules and regulations as determined by the District and as defined by the Administrative Rules and Regulations.
2. All use of the playfields shall conform with the California Education Code including, but not limited to, the Civic Center Act of the Education Code Sections 10900 through 10914.5.
3. The District’s representative and the City’s representative shall meet as necessary to transact business in accordance with this agreement.

4. Any item of equipment or element of construction related to the City, which is placed on District property and which will be paid from City funds, shall be subject to the advice and approval of the District Superintendent or Designee. Any such items of equipment or element of construction shall conform to all applicable laws, rules and regulations applicable to school districts.
5. Any item of equipment and/or element of construction purchased with funds from the City, and placed on District property shall forever be the property of the City, and may be removed from District property by the City at any time after giving the District sixty (60) days written notice, provided however, that upon such removal the premises shall be left in the same good order and condition as prevailed prior to the time of installation. Any such placement or construction shall be performed in compliance with all applicable laws, rules, regulations and City ordinances.
6. Damages to structures and equipment, whether during joint or sole use by a party, shall be the responsibility of the party exercising supervision over the facility or area at such time as the damage occurs. At all other times, damage shall be the responsibility of the party of ownership.
7. The City shall be responsible for payment of all utilities charged to its meters. The District shall be responsible for payment of all utilities charged to its meters. Meters may not be installed on school grounds without the consent of the District.
8. Maintenance of fields shall be the responsibility of the District, maintenance of the adjoining park shall be the responsibility of the City, including the infields, by mowing, edging, and trimming around all fence lines. Maintenance of equipment/structures shall be the responsibility of the owner of the equipment or structure. The upkeep of any boundary fencing surrounding the property shall be the responsibility of the District. The City shall be responsible for the removal of litter or debris resulting from a City scheduled event, and empty trash bins as necessary, as well as the upkeep of any future, District-approved additions to the playfields. The City shall be responsible for the upkeep of the irrigation systems (including the low voltage electrical systems related to their use), bleachers, lighting, and ball field fences. Upkeep of the paint on the existing facilities and graffiti abatement shall also be the responsibility of the City.
9. Each party agrees to indemnify, defend and hold harmless the other party, its officers, employees, agents and volunteers from any and all liabilities for injuries to persons and damage to property arising out of any negligent act or omission of the party, its officers, employees, agents or volunteers in connection with the use of the playfields as described herein.
10. This Agreement shall be subject to revision and modification periodically upon the request and mutual agreement of the Board of Education of the Colton Joint Unified School District and the City of Fontana.
11. The City shall be responsible for the scheduling of the fields after normal school hours of operation. A schedule of dates for such use will be so arranged as to avoid any conflict between School and City use; that in the scheduling of said field. School events and programs shall have first priority, and City events and programs shall have second priority.

Any other events by other groups or agencies shall have third priority. The City shall keep the District and school principal aware of scheduled facility use.

- 12. The City shall inform the District, within a reasonable amount of time, of any conditions that may pose a safety hazard to the public as a result of the use of the playfields. The City Parks Maintenance staff shall include the field into its regular parks maintenance schedule.
- 13. Term of Agreement – The term of this agreement shall commence on the date first written above and shall remain in effect for a period of five (5) years (“Initial Term”). At the end of the Initial Term, this agreement shall renew for successive five (5) year terms (“Additional Term”), unless one party provides the other party with written notice of non-renewal sent at least ninety (90) days prior to the expiration of the Initial Term or any Additional Term. If either party fails or refuses to comply with or carry out any part of the agreement, the other party may terminate this agreement by providing written notice to the responsible party of the cause for termination.
- 14. Termination of Agreement - It is the intent of both parties that this Agreement remain in force for a period of not less than five (5) years. However, this agreement may be terminated by either the District or the City at the end of any traditional school year. The termination will be made by the Board of Education or the city Council adopting a motion or Resolution determining to withdraw from the Joint Use Agreement, and give notice of such termination in writing, including a copy of the motion or Resolution, at least sixty (60) days prior to the end of the school year. Such notice of termination, together with a copy of the required motion or Resolution, shall be given by the Board of Education to the City Manager of the City of Fontana, or by the City Council to the Superintendent of the Colton Joint Unified School District.

**THE PARTIES HEREBY EXECUTE THIS AGREEMENT BY THEIR RESPECTIVE AUTHORIZED REPRESENTATIVES:**

**Colton Joint Unified School District:**

\_\_\_\_\_ Date: \_\_\_\_\_  
Jaime R. Ayala, Assistant Superintendent  
Business Services Division

**City of Fontana:**

\_\_\_\_\_ Date: \_\_\_\_\_  
Kenneth R. Hunt  
City Manager



**AGREEMENT BETWEEN  
COLTON JOINT UNIFIED SCHOOL DISTRICT  
AND  
CITY OF FONTANA  
FOR JOINT USE OF FACILITIES  
FOR FIELDS AT MICHAEL D'ARCY ELEMENTARY SCHOOL  
VILLAGE PARK**

**THIS AGREEMENT** made and entered into this 11<sup>th</sup> day of December, 2009, by and between the Colton Joint Unified School District, a California public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California (hereinafter "District") and the City of Fontana (hereinafter "City") are sometimes referred to singularly as "Party" and collectively as "Parties."

**RECITALS**

**WHEREAS**, the parties are mutually interested in a quality program of education, community recreation and other civic activities for all citizens of the city - and the district; and

**WHEREAS**, the parties desire to enter into an agreement for reciprocal use of certain facilities, as defined herein, for education, community recreation and other civic activities to assure maximum and coordinated use of these facilities; and

**WHEREAS**, the city is authorized to contract with the district for purposes of contributing to the attainment of general education programs, community recreation services and civic activities for children and adults of the State; and

**WHEREAS**, California Education Code Section 10900 et seq. ("Community Recreation Programs Law") authorizes public authorities to organize, promote, and conduct such programs of community recreation as will contribute to the attainment of general education and recreational objectives for children and adults and further empowers public authorities to cooperate with each other to attain such objectives; and

**WHEREAS**, the Community Recreation Programs Law defines "recreation" to include "any activity, voluntarily engaged in, which contributes to the "...mental, or moral development of the individual or group participating therein, and includes any activity in the fields of ... art, handicrafts ...nature contacting, aquatic sports, and athletics..."; and

**WHEREAS**, district and city are authorized under California law to operate and maintain recreation centers, as defined in Education Code Section 10901(f) ("Recreation Center"), for community recreation; and

**WHEREAS**, full cooperation between the district and the city is essential in order to guarantee the best programs and services with reasonable expenditure of public funds; and

**WHEREAS**, district and city have agreed to act jointly to develop a plan to jointly use certain real property and facilities (individually the "District Facilities" and "City Facilities" and collectively, the "Facilities").

**NOW, THEREFORE,** in consideration of the foregoing recitals and of the mutual promises of the covenants hereinafter contained, and for the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

## **1. DEFINITIONS**

Whenever in this agreement the following terms are used, the same shall have the meaning ascribed to them in this Section 1, unless the context otherwise requires or admits:

(A) "City Facilities" means the facilities listed and described in Exhibit "A". Restrictions and special instructions related to individual facilities shall be set forth in Exhibit "A".

(B) "Districts facilities" means the facilities listed and described in Exhibit "B". Restrictions and special instructions related to individual facilities shall be set forth in Exhibit "B".

(C) "Specialized Facility/Facilities" means those facilities designated by the parties as requiring specialized maintenance or use of which causes the owner party to incur extraordinary costs. The parties shall mutually decide which of the facilities shall be designed "Special Facilities" and such specialized facilities shall be listed and described in Exhibit "C" along with a breakdown of the extraordinary costs associated with its use.

(D) "School Day" means the time period between the hours of 8:00 am to 3:30 p.m. during the school year.

(E) "School Year" means the period beginning in the month of August each year and ending on the succeeding June during which district conducts educational programs and services for school age students.

## **2. USE OF FACILITIES**

2.1 District and city hereby grant a non-exclusive license to each other to use each others' facilities in accordance with the terms and conditions set forth in the agreement, including the following:

2.1.1 District and city may utilize each other's facilities without monetary consideration to the other party. However, if either party uses the other party's facilities for a profit-making purpose, then the user party shall pay the owner party such costs as would be charged to a third party user under the Civic Center Act. Additionally the owner party may charge the user party for the extraordinary costs or special maintenance necessitated by use of a specialized facility, as set forth in Exhibit "C."

2.1.2 Whenever possible, district and city agree to utilize their respective facilities prior to utilizing each other's facilities.

2.1.3 With respect to the use of facilities, the shared use committee shall conduct, at a minimum, two meetings annually for the purpose of scheduling anticipated uses of the facilities ("Scheduling Meeting").

2.1.1.1 At the first meeting, which shall take place on or before school begins each year, district and city shall agree upon a schedule, in writing, for the summer

months (i.e. June, July, August and September) with respect to the use of the facilities, including, but not limited to the proposed times, uses and users of the facilities.

2.1.1.2 At the second meeting, which shall take place on or before summer school begins each year, district and city shall agree upon a schedule, in writing, for the non-summer months with respect to the use of the facilities, including, but not limited to the proposed times, uses and users of the facilities.

2.1.1.3 After the schedules are set at the scheduling meetings, both parties shall notify each other in case of any scheduling changes at least forty-eight (48) hours before the scheduled use. In the event of an unanticipated event that is not included on the schedules set the scheduling meetings, each party agrees to reasonably accommodate the other party with respect to such event, if possible.

2.2 Notwithstanding anything in the agreement to the contrary, district shall have exclusive use of the district facilities, Monday through Friday (except on School Holidays), from one-half (1/2) hour before school commencement of the school day until one-half (1/2) hours after school closing time. School holidays shall be defined as those days or portions of days when school is not in session.

2.3 District shall notify city at the scheduling meetings of any school athletic events that are anticipated to extend more than one half (1/2) hour beyond a school's closing time so that such games may be included in the schedule which is agreed upon at the scheduling meetings. In addition, should district require the use of any district facility for any California Interscholastic Federation activity, such use shall take precedent over any pre-existing use at any of the district facilities as long as forty-eight (48) hours notice is given, whether or not such use is during school hours or included in the schedules agreed upon at the scheduling meetings.

2.4 On school days, district facilities will be available to the city one-half (1/2) hour after a school's closing time unless a school athletic event is in progress.

2.5 On non-school days, district facilities shall be available from 7:00 a.m. until dusk for all outdoor non-lighted district facilities and 10:00 p.m. for all indoor and outdoor lighted district facilities and in no event later than 11:00 p.m. unless special permission is expressly granted by district.

2.6 Each party agrees to utilize the facilities in conformance with Federal and State law as well as district and city administrative regulations, ordinances, and policies.

2.7 The use of district facilities by city shall be in such a manner, as not to interfere with the district's normal use of district facilities, including, but not limited to back to school nights, school assemblies, and cleaning/gardening activities.

2.8 The parties agree that each party shall provide all materials and equipment to be used in their respective activities. Selected permanent equipment, which is owned by the district on district property, may be used by the city. Selected permanent equipment, which is owned by the city on city property, may be used by the district.

2.9 The parties agree that each party will provide all necessary supervision and security at their respective activities.

### **3. MAINTENANCE RESPONSIBILITIES**

3.1 District and city shall be responsible for the maintenance of their respective facilities, however, should either of the parties cause maintenance costs out of the ordinary or damage with respect to their use of the others' facilities, such party shall be responsible for these additional maintenance costs and repair of such damages. If the user party does not commence such maintenance or repairs, the owner party may undertake such maintenance or repairs and invoice the user party for the cost of the maintenance or repairs. The user party shall pay the invoice within thirty (30) days of receipt.

3.2 The parties agree that graffiti eradication will be the responsibility of the property owner unless such graffiti is caused by the group using the facility with the permission of the district or city in which event the graffiti shall be removed by the party permitting the group to use the facility.

3.3 The parties agree that, by written authorization from the owner of the facility, the other party, or a local recreation organization ("Recreation Organization"), may be allowed to provide special maintenance or improvements to a facility which is considered beneficial to all parties as long as such other party or recreation organization complies with any and all applicable laws and regulations regarding the provision of maintenance and/or construction of improvements to facilities owned by a public entity.

3.4 The parties agree that all facilities will be kept in good repair and in a manner suitable for usage by city, district, and recreations organization. The facilities and grounds staff of each party shall meet from time to time to decide how to cooperatively establish and achieve this standard of care. However, to maintain the condition of the facilities, downtime maintenance is required. Activities cannot be scheduled at facilities during this maintenance period. Each party shall be responsible to provide to the other party with reasonable notice of estimated downtime maintenance schedule.

3.5 The parties agree to schedule any planned renovation and/or repairs in a manner to minimize impact upon each other, recreation organization and the community uses and to submit any planned renovation/repairs to facilities at the scheduling meetings so as to assist in accurate seasonal planning. However, each party may schedule renovation and/or repairs at times of its own choosing, in its sole discretion.

3.6 The parties agree to inform the other party of any unsafe conditions on either the district property or the city property by the close of business on the next day following the observation.

3.7 Improvements to facilities belonging to each party by the non-owning party will be with the express permission of the owner. All costs will be borne by the entity complaint the improvements.

3.7.1 For any improvements made by city at school district facilities, the school district's Board of Education shall approve the concept, the plans, and the project. Such approval shall occur prior to the city's application for the grant or acceptance of a donation, if applicable.

3.7.2 All building/construction plans must receive approval from the school district's Board of Education prior to commencement of construction. The school district shall have final approval of all vendors and/or contractors. The school district shall have the right to review all project planning, design and construction. The school district shall have final approval of all contracts related to any improvements. The school district shall have final approval of all schedules related to any improvements.

3.7.3 All construction services are to be performed by a properly licensed architect, engineer, contractor, or inspector, including construction management services which shall be provided by a licensed contractor, architect, engineer, and shall comply with all public works labor requirements, including the payment of prevailing wages, as required of school districts under state law and as approved by the required State agencies.

3.7.4 City shall be responsible for all costs associated with any improvements to the facilities when initiated by the city unless otherwise determined and agreed to in writing by the school district.

3.7.5 All contractors and subcontractors, and their employees and agents who enter onto the site for any reason or at anytime subscribed herein, shall submit or have submitted their fingerprints, without exception, as proscribed by Education Code Section 45125.1. Prior to the issuance of keys to any third party, including contractors and sub - contractors, the school district and the city shall each require said third party, contractor or sub-contractor to acknowledge that he/she has been informed the California Penal Code § provides that any persons who "knowingly makes, duplicates, causes to be duplicated or uses," or attempts to do same, or possesses any key to a public building, without authorization and with knowledge of the lack of such authorization, is guilty of a misdemeanor, and that said third party, contractor, or sub-contractor further specifically acknowledges that he/she shall be responsible to any such duplication or unauthorized use of said keys, whatsoever.

3.7.6 Improvements or construction initiated by the school district on school district facilities or the school site shall not be subject to the approval of city in anyway, in regard to the city capacity under the agreement, unless specifically allowed by the agreement. City shall however, have the opportunity to comment on building and/or construction plans on the school site that affect the joint use of the school site or facilities.

#### **4. CIVIC CENTER ACT**

Both parties acknowledge that the facilities are identified as a "Civic Center" pursuant to the Civic Center Act (Education Code Section 38130 et seq.) and that the use of facilities must comply with the provisions of the Civic Center Act. Both parties understand that other individual and/or entities may utilize the facilities pursuant to the Civic Center Act and other provision of law, including but not limited to such license agreements as the district may determine to enter into.

#### **5. TERM OF THIS AGREEMENT**

##### **5.1 Original Term.**

The term of the agreement shall be for a period of five (5) years and shall commence on December 11, 2009.

5.2 Option to Renew.

The parties may extend this agreement by mutual agreement for an additional term of up to twenty (20) years in five (5) year increments ("Subsequent Term").

**6. TERMINATION OF AGREEMENT**

District or city may terminate this agreement by delivery of written notice of election to terminate at least ninety (90) days prior to the termination date elected.

**7. INDEMNIFICATION AND INSURANCE**

7.1 Mutual Indemnification.

7.1.1 District agrees to hold harmless, defend, and indemnify city against all actions, claims, or demands for injury, death, loss, or damage, regardless of fault or cause, by anyone whomsoever (except where such injury, death, loss, or damage was solely due to the willful acts or omissions of city it agents, servants, or employees), whenever such injury, death, loss or damage is a consequence of, or arises out of the use of the facilities by district or its agents, servants, employees, or implementation of the agreement including without limitation, negligent acts or omissions of district involving the condition of the facilities for which the district was obligated to maintain.

7.1.2 City agrees to hold harmless, defend, and indemnify district against all actions, claims, or demands for injury, death, loss or damages, regardless of fault or cause, by anyone whomsoever (except where such injury, death, loss or damage was solely due to the willful acts or omissions of district, it agents, servants, or employees), whenever such injury, death, loss, damage or claim is a consequence of, or arises out of the use of the facilities by city or its agents, servants, employees, or implementation of the agreement including without limitation, negligent acts or omissions of city and/or recreation organization involving the condition of the facilities for which the city was obligated to maintain.

7.1.3 The provision of indemnity set forth in the Section 7.1 shall not be construed to obligate a party to pay any liability, including but not limited to punitive damages, which by law would be contrary to public policy or otherwise unlawful.

7.2 Insurance.

7.2.1 Each party shall procure and maintain, during the period of this agreement, comprehensive public liability insurance coverage, for its acts or omissions described herein in a form satisfactory to the other party in the following minimum amounts:

|                                 |             |
|---------------------------------|-------------|
| Bodily injury (including death) | \$1,000,000 |
| Each person, each occurrence    | \$1,000,000 |
| Property damage                 | \$1,000,000 |

7.2.2 Policies or certificates evidencing each party's coverage shall be filed with the other party, shall include the other party as a named additional insured, and shall be primary. Said policies or certificates shall provide thirty (30) days' written notice to the other party prior to any material change, termination to cancellation.

7.3.2 The insurance limits referred to herein may be increased from time to time by mutual written consent in accord with then accepted practice for California public agencies.

7.2.4 The policy for same insure against all liability of the party procuring insurance, its representatives, employees, invitee and agents arising from, or in connection with, each party's use of the facilities and shall insure performance by such party of any of the holdharmless provisions set forth herein. Each party shall make certain that the other party is named as an additional insured under the insurance policy.

7.2.5 The insurance required under this section shall be issued by either a reputable insurance company admitted to do business in California, in a form reasonably acceptable to the other party, or through a joint powers agency, or similar entity, formed for the purpose of providing insurance to public entities.

7.2.6 The parties recognize that insurance practices and requirements of a school district and a municipality may differ from that of private parties and may change from time to time. During any period of time in which the parties, as regular practice do not maintain insurance but rather self-insure or participate in a joint powers agreement with other governmental entities, the parties may meet their insurance requirements under this section in the same manner.

7.3 Privileges and Immunities. Notwithstanding anything to the contrary in this agreement, neither party waives any of the privileges and immunities from liability, exemptions from laws, ordinances, rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents, or employees of either party.

## 8. NOTICES

8.1 All formal notices, demands, and communication between the parties shall be given either by (i) personal service, (ii) delivery by reputable document delivery services such as Federal Express that provides a receipt showing date and time of delivery, or (iii) mailing in the United States mail, certified, postage prepaid, return receipt requested, addressed to:

If to District: Colton Joint Unified School District  
Attn: Alice H. Grundman, Facilities Planning & Construction  
851 South Mt. Vernon Avenue, Suite 8  
Colton, CA 92324

With a Copy to: Atkinson, Andelson, Loya, Rudd & Romo  
Attn: Lindsay A. Thorson  
17871 Park Plaza Drive, Suite 200  
Cerritos, CA 90703

If To: City of Fontana  
Attn: Kenneth R. Hunt, City Manager  
8353 Sierra Avenue  
Fontana, CA 92335

8.2 Notices personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices mailed shall be deemed effective at noon on the second business day following deposit in the United States mail. Such written notices, demands, and communications shall be sent to such other addresses as any party may from time to time designate in a notice delivered in accordance with the requirements of this Section.

8.3 The parties will provide each other after-hours emergency contact phone numbers of appropriate supervisory staff which shall be periodically updated. Such lists will also include emergency contact numbers for other facilities which may be utilized in the event of a community emergency.

## **9. MISCELLANEOUS**

### **9.1 Binding on Successors.**

The terms and conditions herein contained shall apply to and bind the heirs, successors in interest, executors, administrators, representatives and assigns of all the parties hereto.

### **9.2 Recreation Organizations.**

9.2.1 With respect to recreation organizations city shall be responsible for the scheduling of recreation programs by such recreations organizations. City shall require each of the recreation organizations to execute a document stating the following:

City of Fontana Parks and Recreation Department agrees to hold harmless, defend, and indemnify District and City Parks and Recreations against all actions, claims, or demands, for injury, death, loss or damages, regardless of fault or cause, by anyone whomsoever (except where such injury, death, loss, or damage was solely due to the willful acts or omissions of City Parks and Recreation and/or District, its agents, servants, or employees), whenever such injury, death, loss, damage or claim is a consequence of, or arises out of the use of the Facilities by City Parks and Recreations or it agents, servants or employees.

### **9.3 Inconsistent Use.**

In the event that district's governing board should determine that city's use of district facilities are inconsistent with district's use of district facilities for school purposes or that city's use interferes with the education and activities at district facilities, district may terminate the agreement pursuant to Section 6, above.

### **9.4 Official Representatives.**

The official representative for district shall be the Superintendent or his/her designee and the official representative of the city shall be City or his/her designee respectively. These official representatives shall be responsible for assuring compliance with the rules of the facilities including without limitation district and city's administrative regulations.



9.5 No Assignment of Rights.

No rights which district or city has under this agreement may be assigned to any other person, persons, or corporation without prior written approval of the other party.

9.6 Employees.

9.6.1 For purposes of the agreement, all persons employed in the performance of services and functions for the city shall be deemed city employees and no city employee shall be considered as an employee of the district under the jurisdiction of the district, nor shall such city employees have any district pension, civil service, or other status while an employee of the city.

9.6.2 For purposes of the agreement, all persons employed in the performance of services and functions for the district shall be deemed district employees and no district employee shall be considered as an employee of the city under jurisdiction of the city nor shall such district employees have any city pension, civil service, or other status while an employee of the district.

9.7 Recreation Program Costs.

Except as otherwise provided, neither party shall be responsible to the other party for the cost of the other party's recreation programs or the cost of any third party organization which might benefit from a particular aspect of the agreement, the city covenants and agrees to bear all costs that it should incur with respect to the operation of any recreation program, including the cost of service of its employees and incidental cost in connection therewith, except as otherwise provided herein. District covenants and agrees to bear all costs that should incur in respect to the operation of any school activity, including the cost of service of its employees and incidental costs in connection therewith, except as otherwise provided herein.

The parties acknowledge that each party may charge reasonable fees for the use of facilities as permitted under the laws of California to offset the costs associated with establishing, coordinating and conducting certain recreation programs.

9.8 Ownership of the Sites, Facilities, Furnishings, and Equipment.

9.8.1 School District Ownership. The underlying fee title to the land, building and improvements existing at the time of the agreement for district facilities are owned by the district. Personal property, trade fixtures, furnishings or equipment provided or paid for by the district and city shall remain the property of the district and city respectively. Upon the expiration or termination of the agreement, the city shall have the option of removing or leaving any personal property, trade fixtures, furnishings or equipment belonging to city. In the event that the city leaves any personal property, trade fixtures, furnishings or equipment belonging to city such property shall become the sole property of the district. In the event that city removes any personal property, trade fixtures, furnishings or equipment belonging to city, city shall return to its original condition that portion of the capacity affected by such removal.

9.8.2 City Ownership. The underlying fee title to the land, building and improvements existing at the time of this agreement for city are owned by the city. Personal property, trade fixtures, furnishings or equipment provided or paid for by the district and city shall remain the property of the school district and city shall remain the property of the school

district and city respectively. Upon the expiration or termination of the agreement, the district shall have the option of removing or leaving any personal property, trade fixtures, furnishings or equipment belonging to the district. In the event that the district leaves any personal property, trade fixtures, furnishings or equipment belonging to the district, such property shall become the sole property of city. In the event that the district removes any personal property, trade fixtures, furnishings or equipment belonging to the district, the district shall return to its original condition that portion of the facility affected by such removal.

9.8.3 No past, present or future use of any of the facilities shall be interpreted as conveying any ownership or other property interests in any of the facilities.

9.9 Specific Provisions.

9.9.1 Locks – Keying and Access Authorization.

The lock style, types of gates, and key/code authorization to be utilized at each individual facility will be coordinated in such a manner to allow dual access, as necessary while maintaining the safety and property security of such facility.

9.9.2 Joint Parking.

The parties concur to allow parking in designated areas which will minimize off-site parking intrusion to surrounding properties.

9.10 Applicable Law.

This agreement shall be governed by and construed in accordance with the laws of the State of California and to the extent that there is any conflict between this agreement and the laws of the State of California, the laws of the State of California shall prevail.

9.11 Entire Agreement.

This agreement is intended by the parties hereto as a final expression of their understanding with respect to the use of recreational use of facilities and is a complete and exclusive statement of the terms and conditions thereof and supercedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. This agreement may be changed or modified only upon written consent of the parties hereto.

9.12 Joint Preparation.

This agreement shall be deemed to have been prepared jointly by the parties, and the usual rule that the provisions of a document are to be construed against the drafter shall not apply.

SIGNATURES ON FOLLOWING PAGE

**IN WITNESS WHEREOF** the parties hereto have executed the agreement as of the date first above written.

DATED:

\_\_\_\_\_

COLTON JOINT UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_

Name: Jaime R. Ayala

Title: Assistant Superintendent, Business Services Division

DATED:

\_\_\_\_\_

City of Fontana

By: \_\_\_\_\_

Name: Kenneth R. Hunt

Title: City Manager

**EXHIBIT A**  
CITY FACILITIES

**EXHIBIT B**

DISTRICT FACILITIES

MICHAEL D'ARCY ELEMENTARY SCHOOL

11645 Elm Avenue, Fontana, CA 92337

9.98 Acres APN No. 0193-401-43-0000

2 kindergarten classrooms, 17 regular classrooms, multipurpose room, library, office.

**EXHIBIT C**

SPECIALIZED FACILITIES

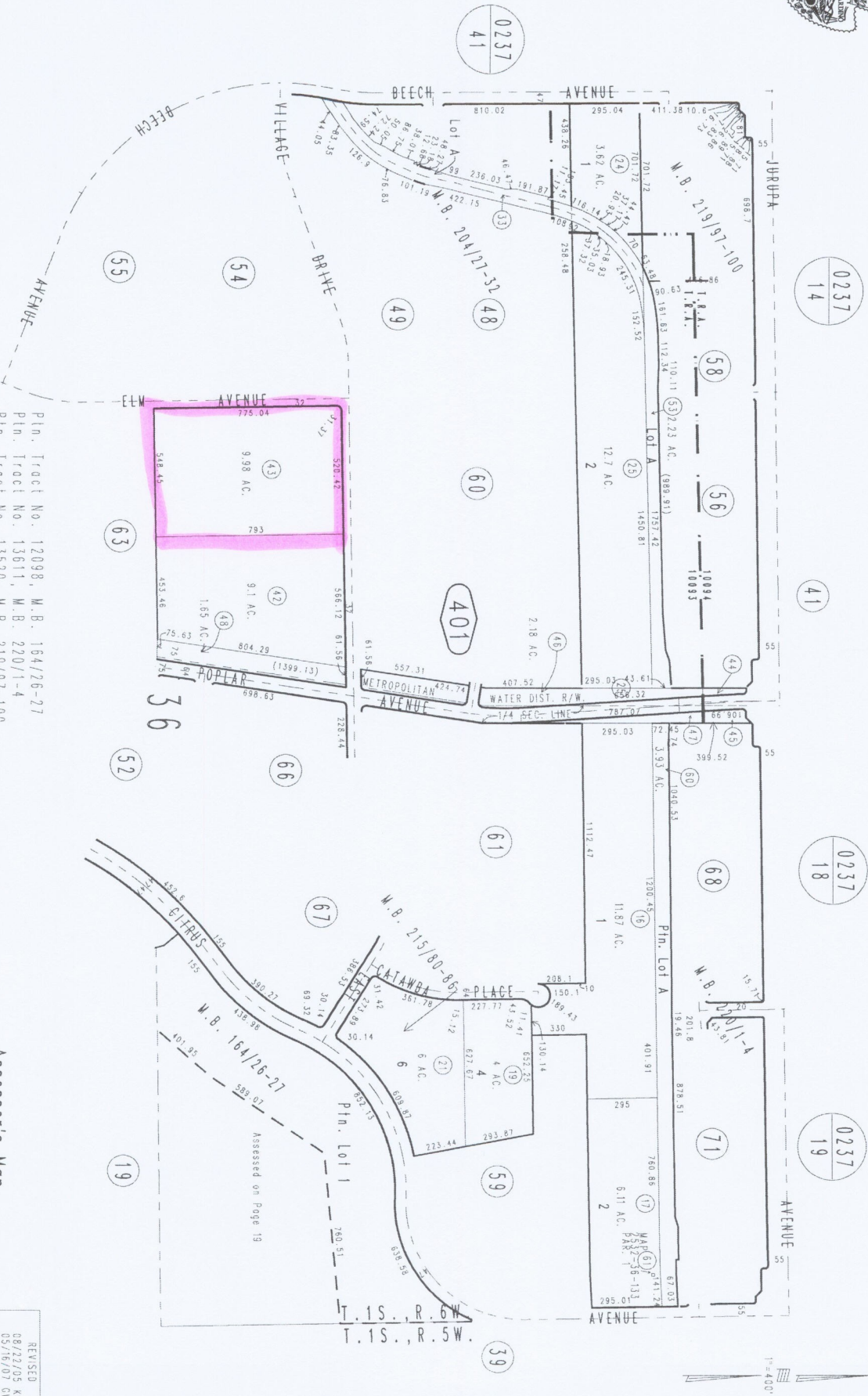
N/A

THIS MAP IS FOR THE PURPOSE  
OF AD VALOREM TAXATION ONLY.



**M. D'ARCY ELEMENTARY**  
N.1/2 Sec. 36, T.1S., R.6W., S.B.B.&M.  
**APN 0193-401-43-0000**

City of Fontana  
Tax Rate Area  
10093,10094  
0193 - 40



January 2004

Pin. Tract No. 12098, M.B. 164/26-27  
Pin. Tract No. 13611, M.B. 220/1-4  
Pin. Tract No. 13520, M.B. 219/97-100  
Pin. Tract No. 13612, M.B. 204/17-18,  
Pin. Tract No. 13608, M.B. 204/27-32  
Assessing Map 215/80-86

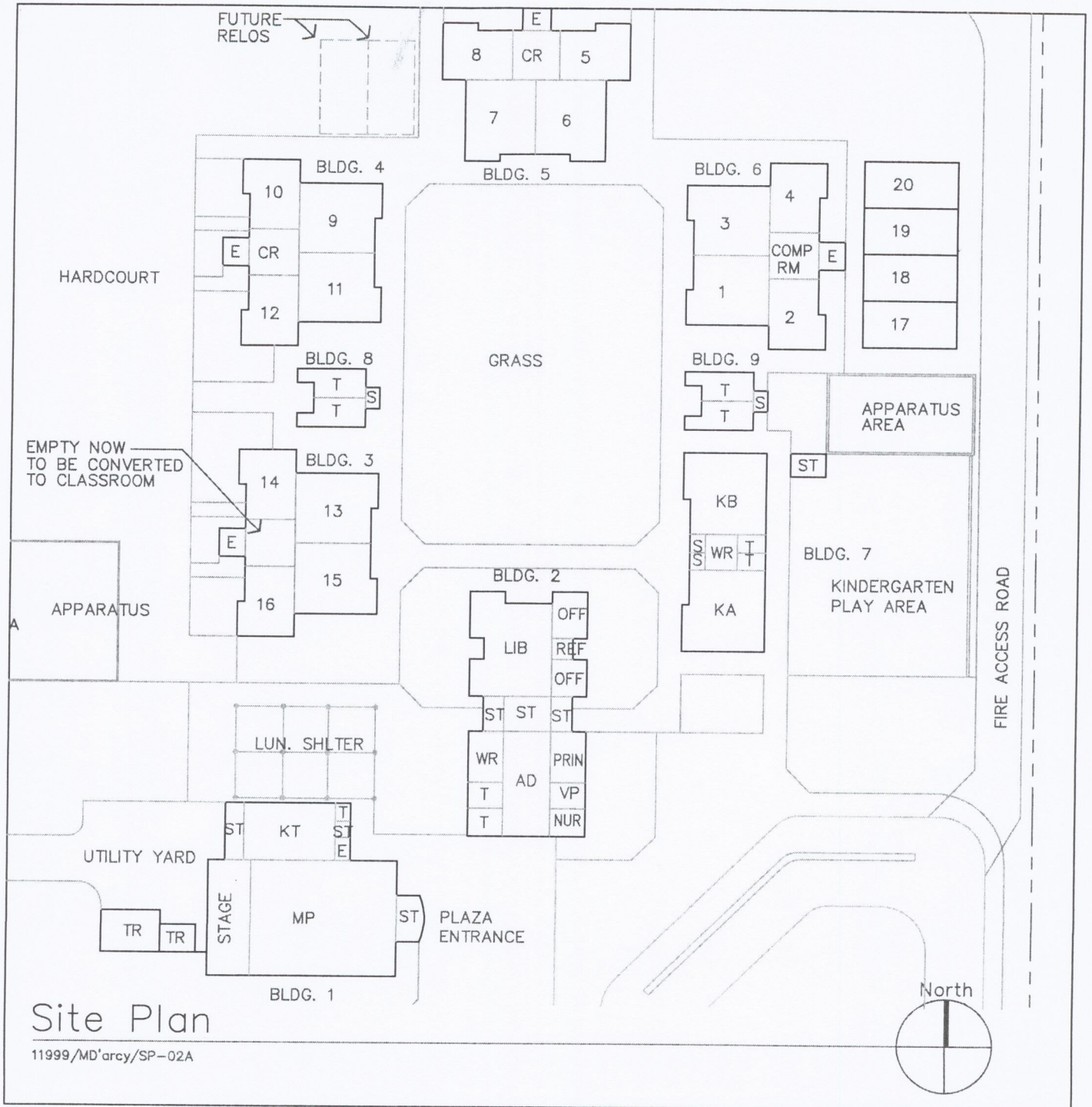
Assessor's Map  
Book 0193 Page 40  
Son Bernardino County

REVISED  
08/22/05 KC  
05/16/07 GW

# Micheal D'arcy Elementary School

Colton Joint Unified School District  
 San Bernardino County  
 New Construction  
 Modernization/Reconstruction

Diagram of Building Area  
 Existing 1-A  
 Proposed 2-A  
 Final 3-A



## Site Plan

11999/MD'arcy/SP-02A

The above is measured in accordance with Art. 2022. Sub Chapter 8. Title 5, California Administration Code.

Date: 10\8\98

Scale: 80

Sheet: 1



**BOARD AGENDA**

**REGULAR MEETING  
December 10, 2009**

**ACTION ITEM**

**TO:** Board of Education

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

**SUBJECT:** Adoption of 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 (2009-14)

**GOAL:** Facilities / Support Services

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

**BACKGROUND:** The Joint Use Agreement will allow for sharing of playfields for a five year term and as defined by the agreement and pursuant to *Board Policy #3140, Use of Facilities*, which states:

The governing Board recognizes that agencies at all levels of government share its concern and responsibility for the health, safety and welfare of youth. The Superintendent or designee shall initiate and maintain good working relationships with these agencies in order to help make better use of the resources available, which other governmental agencies can provide.

The City of Fontana wishes to use the playfields for recreation programs after school and for weekend activities. The city will schedule the playfields and clean trash and debris after the events.

**BUDGET IMPLICATIONS:** None

**RECOMMENDATION:** That the Board adopt 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 (2009-14).

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

**RESOLUTION 09-40**

**JOINT USE AGREEMENT FOR FACILITY USE**

**Between the Colton Joint Unified School District and the City of Fontana**

**For the Parks and Playfields at Jurupa Vista Elementary School, Fontana, California**

**This Agreement entered** into on the 11<sup>th</sup> day of December, 2009 by the Colton Joint Unified School District, hereafter referred to as “District”, and the City of Fontana hereafter referred to as “City.”

**WHEREAS**, the Education Code of the State of California authorizes and empowers public school districts and municipalities to cooperate with each other for the purposes of providing meaningful leisure and educational opportunities, and toward that end enter into agreements with each other for the purpose of organizing, promoting and conducting such programs of community recreation and education objectives for children and adult citizens of the State; and,

**WHEREAS**, worthwhile recreational activity contributes to the well being of individuals, and in turn to the progress of society, provision of meaningful leisure opportunities can be properly recognized as a governmental service. Consequently, both municipal and education agencies have been delegated the responsibility for providing the community with these leisure skills and opportunities; and

**WHEREAS**, in order to minimize the duplication in the provision of these services, and to maximize potential for quality programs, both agencies are committed to cooperate with one another whenever feasible; and

**WHEREAS**, the District and City desire to establish a basis for the cooperative use of their respective recreational and educational facilities located in the community; and

**WHEREAS**, the District is owner of the playfields, the turf area and asphalt courts at Jurupa Vista Elementary School, Fontana, California; and

**WHEREAS**, the City wishes to utilize the playfields for recreational purposes.

NOW, **THEREFORE**, the parties agree as follows:

1. The use of the Jurupa Vista Elementary School playfields, hereinafter referred to as the “playfields”, shall be subject to reasonable rules and regulations as determined by the District and as defined by the Administrative Rules and Regulations.
2. All use of the playfields shall conform with the California Education Code including, but not limited to, the Civic Center Act of the Education Code Sections 10900 through 10914.5.
3. The District’s representative and the City’s representative shall meet as necessary to transact business in accordance with this agreement.

4. Any item of equipment or element of construction related to the City, which is placed on District property and which will be paid from City funds, shall be subject to the advice and approval of the District Superintendent or Designee. Any such items of equipment or element of construction shall conform to all applicable laws, rules and regulations applicable to school districts.
5. Any item of equipment and/or element of construction purchased with funds from the City, and placed on District property shall forever be the property of the City, and may be removed from District property by the City at any time after giving the District sixty (60) days written notice, provided however, that upon such removal the premises shall be left in the same good order and condition as prevailed prior to the time of installation. Any such placement or construction shall be performed in compliance with all applicable laws, rules, regulations and City ordinances.
6. Damages to structures and equipment, whether during joint or sole use by a party, shall be the responsibility of the party exercising supervision over the facility or area at such time as the damage occurs. At all other times, damage shall be the responsibility of the party of ownership.
7. The City shall be responsible for payment of all utilities charged to its meters. The District shall be responsible for payment of all utilities charged to its meters. Meters may not be installed on school grounds without the consent of the District.
8. Maintenance of fields shall be the responsibility of the District, maintenance of the adjoining park shall be the responsibility of the City, including the infields, by mowing, edging, and trimming around all fence lines. Maintenance of equipment/structures shall be the responsibility of the owner of the equipment or structure. The upkeep of any boundary fencing surrounding the property shall be the responsibility of the District. The City shall be responsible for the removal of litter or debris resulting from a City scheduled event, and empty trash bins as necessary, as well as the upkeep of any future, District-approved additions to the playfields. The City shall be responsible for the upkeep of the irrigation systems (including the low voltage electrical systems related to their use), bleachers, lighting, and ball field fences. Upkeep of the paint on the existing facilities and graffiti abatement shall also be the responsibility of the City.
9. Each party agrees to indemnify, defend and hold harmless the other party, its officers, employees, agents and volunteers from any and all liabilities for injuries to persons and damage to property arising out of any negligent act or omission of the party, its officers, employees, agents or volunteers in connection with the use of the playfields as described herein.
10. This Agreement shall be subject to revision and modification periodically upon the request and mutual agreement of the Board of Education of the Colton Joint Unified School District and the City of Fontana.
11. The City shall be responsible for the scheduling of the fields after normal school hours of operation. A schedule of dates for such use will be so arranged as to avoid any conflict between School and City use; that in the scheduling of said field. School events and programs shall have first priority, and City events and programs shall have second priority.

Any other events by other groups or agencies shall have third priority. The City shall keep the District and school principal aware of scheduled facility use.

12. The City shall inform the District, within a reasonable amount of time, of any conditions that may pose a safety hazard to the public as a result of the use of the playfields. The City Parks Maintenance staff shall include the field into its regular parks maintenance schedule.
13. Term of Agreement – The term of this agreement shall commence on the date first written above and shall remain in effect for a period of five (5) years (“Initial Term”). At the end of the Initial Term, this agreement shall renew for successive five (5) year terms (“Additional Term”), unless one party provides the other party with written notice of non-renewal sent at least ninety (90) days prior to the expiration of the Initial Term or any Additional Term. If either party fails or refuses to comply with or carry out any part of the agreement, the other party may terminate this agreement by providing written notice to the responsible party of the cause for termination.
14. Termination of Agreement - It is the intent of both parties that this Agreement remain in force for a period of not less than five (5) years. However, this agreement may be terminated by either the District or the City at the end of any traditional school year. The termination will be made by the Board of Education or the city Council adopting a motion or Resolution determining to withdraw from the Joint Use Agreement, and give notice of such termination in writing, including a copy of the motion or Resolution, at least sixty (60) days prior to the end of the school year. Such notice of termination, together with a copy of the required motion or Resolution, shall be given by the Board of Education to the City Manager of the City of Fontana, or by the City Council to the Superintendent of the Colton Joint Unified School District.

**THE PARTIES HEREBY EXECUTE THIS AGREEMENT BY THEIR RESPECTIVE AUTHORIZED REPRESENTATIVES:**

**Colton Joint Unified School District:**

\_\_\_\_\_ Date: \_\_\_\_\_  
Jaime R. Ayala, Assistant Superintendent  
Business Services Division

**City of Fontana:**

\_\_\_\_\_ Date: \_\_\_\_\_  
Kenneth R. Hunt  
City Manager

**AGREEMENT BETWEEN  
COLTON JOINT UNIFIED SCHOOL DISTRICT  
AND  
CITY OF FONTANA  
FOR JOINT USE OF FACILITIES  
FOR FIELDS AT JURUPA VISTA ELEMENTARY SCHOOL  
CATAWBA PARK**

**THIS AGREEMENT** made and entered into this 11<sup>th</sup> day of December, 2009, by and between the Colton Joint Unified School District, a California public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California (hereinafter "District") and the City of Fontana (hereinafter "City") are sometimes referred to singularly as "Party" and collectively as "Parties."

**RECITALS**

**WHEREAS**, the parties are mutually interested in a quality program of education, community recreation and other civic activities for all citizens of the city - and the district; and

**WHEREAS**, the parties desire to enter into an agreement for reciprocal use of certain facilities, as defined herein, for education, community recreation and other civic activities to assure maximum and coordinated use of these facilities; and

**WHEREAS**, the city is authorized to contract with the district for purposes of contributing to the attainment of general education programs, community recreation services and civic activities for children and adults of the State; and

**WHEREAS**, California Education Code Section 10900 et seq. ("Community Recreation Programs Law") authorizes public authorities to organize, promote, and conduct such programs of community recreation as will contribute to the attainment of general education and recreational objectives for children and adults and further empowers public authorities to cooperate with each other to attain such objectives; and

**WHEREAS**, the Community Recreation Programs Law defines "recreation" to include "any activity, voluntarily engaged in, which contributes to the "...mental, or moral development of the individual or group participating therein, and includes any activity in the fields of ... art, handicrafts ...nature contacting, aquatic sports, and athletics..."; and

**WHEREAS**, district and city are authorized under California law to operate and maintain recreation centers, as defined in Education Code Section 10901(f) ("Recreation Center"), for community recreation; and

**WHEREAS**, full cooperation between the district and the city is essential in order to guarantee the best programs and services with reasonable expenditure of public funds; and

**WHEREAS**, district and city have agreed to act jointly to develop a plan to jointly use certain real property and facilities (individually the "District Facilities" and "City Facilities" and collectively, the "Facilities").

**NOW, THEREFORE,** in consideration of the foregoing recitals and of the mutual promises of the covenants hereinafter contained, and for the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

## **1. DEFINITIONS**

Whenever in this agreement the following terms are used, the same shall have the meaning ascribed to them in this Section 1, unless the context otherwise requires or admits:

(A) "City Facilities" means the facilities listed and described in Exhibit "A". Restrictions and special instructions related to individual facilities shall be set forth in Exhibit "A".

(B) "Districts Facilities" means the facilities listed and described in Exhibit "B". Restrictions and special instructions related to individual facilities shall be set forth in Exhibit "B".

(C) "Specialized Facility/Facilities" means those facilities designated by the parties as requiring specialized maintenance or use of which causes the owner party to incur extraordinary costs. The parties shall mutually decide which of the facilities shall be designed "Special Facilities" and such specialized facilities shall be listed and described in Exhibit "C" along with a breakdown of the extraordinary costs associated with its use.

(D) "School Day" means the time period between the hours of 8:00 am to 3:30 p.m. during the School Year.

(E) "School Year" means the period beginning in the month of August each year and ending on the succeeding June during which district conducts educational programs and services for school age students.

## **2. USE OF FACILITIES**

2.1 District and city hereby grant a non-exclusive license to each other to use each others' facilities in accordance with the terms and conditions set forth in the agreement, including the following:

2.1.1 District and city may utilize each other's facilities without monetary consideration to the other party. However, if either party uses the other party's facilities for a profit-making purpose, then the user party shall pay the owner party such costs as would be charged to a third party user under the Civic Center Act. Additionally the owner party may charge the user party for the extraordinary costs or special maintenance necessitated by use of a specialized facility, as set forth in Exhibit "C."

2.1.2 Whenever possible, district and city agree to utilize their respective facilities prior to utilizing each other's facilities.

2.1.3 With respect to the use of facilities, the shared use committee shall conduct, at a minimum, two meetings annually for the purpose of scheduling anticipated uses of the facilities ("Scheduling Meeting").

2.1.1.1 At the first meeting, which shall take place on or before school begins each year, district and city shall agree upon a schedule, in writing, for the summer

months (i.e. June, July, August and September) with respect to the use of the facilities, including, but not limited to the proposed times, uses and users of the facilities.

2.1.1.2 At the second meeting, which shall take place on or before summer school begins each year, district and city shall agree upon a schedule, in writing, for the non-summer months with respect to the use of the facilities, including, but not limited to the proposed times, uses and users of the facilities.

2.1.1.3 After the schedules are set at the scheduling meetings, both parties shall notify each other in case of any scheduling changes at least forty-eight (48) hours before the scheduled use. In the event of an unanticipated event that is not included on the schedules set the scheduling meetings, each party agrees to reasonably accommodate the other party with respect to such event, if possible.

2.2 Notwithstanding anything in the agreement to the contrary, district shall have exclusive use of the district facilities, Monday through Friday (except on School Holidays), from one-half (1/2) hour before school commencement of the school day until one-half (1/2) hours after school closing time. School holidays shall be defined as those days or portions of days when school is not in session.

2.3 District shall notify city at the scheduling meetings of any school athletic events that are anticipated to extend more than one half (1/2) hour beyond a school's closing time so that such games may be included in the schedule which is agreed upon at the scheduling meetings. In addition, should district require the use of any district facility for any California Interscholastic Federation activity, such use shall take precedent over any pre-existing use at any of the district facilities as long as forty-eight (48) hours notice is given, whether or not such use is during school hours or included in the schedules agreed upon at the scheduling meetings.

2.4 On school days, district facilities will be available to the city one-half (1/2) hour after a school's closing time unless a school athletic event is in progress.

2.5 On non-school days, district facilities shall be available from 7:00 a.m. until dusk for all outdoor non-lighted district facilities and 10:00 p.m. for all indoor and outdoor lighted district facilities and in no event later than 11:00 p.m. unless special permission is expressly granted by district.

2.6 Each party agrees to utilize the facilities in conformance with Federal and State law as well as district and city administrative regulations, ordinances, and policies.

2.7 The use of district facilities by the city shall be in such a manner, as not to interfere with the district's normal use of district facilities, including, but not limited to back to school nights, school assemblies, and cleaning/gardening activities.

2.8 The parties agree that each party shall provide all materials and equipment to be used in their respective activities. Selected permanent equipment, which is owned by the district on district property, may be used by the city. Selected permanent equipment, which is owned by the city on city property, may be used by the district.

2.9 The parties agree that each party will provide all necessary supervision and security at their respective activities.

### **3. MAINTENANCE RESPONSIBILITIES**

3.1 District and city shall be responsible for the maintenance of their respective facilities, however, should either of the parties cause maintenance costs out of the ordinary or damage with respect to their use of the others' facilities, such party shall be responsible for these additional maintenance costs and repair of such damages. If the user party does not commence such maintenance or repairs, the owner party may undertake such maintenance or repairs and invoice the user party for the cost of the maintenance or repairs. The user party shall pay the invoice within thirty (30) days of receipt.

3.2 The parties agree that graffiti eradication will be the responsibility of the property owner unless such graffiti is caused by the group using the facility with the permission of the district or city in which event the graffiti shall be removed by the party permitting the group to use the facility.

3.3 The parties agree that, by written authorization from the owner of the facility, the other party, or a local recreation organization ("Recreation Organization"), may be allowed to provide special maintenance or improvements to a facility which is considered beneficial to all parties as long as such other party or recreation organization complies with any and all applicable laws and regulations regarding the provision of maintenance and/or construction of improvements to facilities owned by a public entity.

3.4 The parties agree that all facilities will be kept in good repair and in a manner suitable for usage by city, district and recreations organization. The facilities and grounds staff of each party shall meet from time to time to decide how to cooperatively establish and achieve this standard of care. However, to maintain the condition of the facilities, downtime maintenance is required. Activities cannot be scheduled at facilities during this maintenance period. Each party shall be responsible to provide the other party with reasonable notice of estimated downtime maintenance schedule.

3.5 The parties agree to schedule any planned renovation and/or repairs in a manner to minimize impact upon each other, recreation organization and the community uses and to submit any planned renovation/repairs to facilities at the scheduling meetings so as to assist in accurate seasonal planning. However, each party may schedule renovation and/or repairs at times of its own choosing, in its sole discretion.

3.6 The parties agree to inform the other party of any unsafe conditions on either the district property or the city property by the close of business on the next day following the observation.

3.7 Improvements to facilities belonging to each party by the non-owning party will be with the express permission of the owner. All costs will be borne by the entity making the improvements.

3.7.1 For any improvements made by city at school district facilities, the school district's Board of Education shall approve the concept, the plans, and the project. Such approval shall occur prior to the city's application for the grant or acceptance of a donation, if applicable.



3.7.2 All building/construction plans must receive approval from the school district's Board of Education prior to commencement of construction. The school district shall have final approval of all vendors and/or contractors. The school district shall have the right to review all project planning, design and construction. The school district shall have final approval of all contracts related to any improvements. The school district shall have final approval of all schedules related to any improvements.

3.7.3 All construction services are to be performed by a properly licensed architect, engineer, contractor, or inspector, including construction management services which shall be provided by a licensed contractor, architect, engineer, and shall comply with all public works labor requirements, including the payment of prevailing wages, as required of school districts under state law and as approved by the required State agencies.

3.7.4 City shall be responsible for all costs associated with any improvements to the facilities when initiated by the city unless otherwise determined and agreed to in writing by the school district.

3.7.5 All contractors and subcontractors, and their employees and agents who enter onto the site for any reason or at anytime subscribed herein, shall submit or have submitted their fingerprints, without exception, as proscribed by Education Code Section 45125.1. Prior to the issuance of keys to any third party, including contractors and sub - contractors, the school district and the city shall each require said third party, contractor or sub-contractor to acknowledge that he/she has been informed the California Penal Code § provides that any persons who "knowingly makes, duplicates, causes to be duplicated or uses," or attempts to do same, or possesses any key to a public building, without authorization and with knowledge of the lack of such authorization, is guilty of a misdemeanor, and that said third party, contractor, or sub-contractor further specifically acknowledges that he/she shall be responsible to any such duplication or unauthorized use of said keys, whatsoever.

3.7.6 Improvements or construction initiated by the school district on school district facilities or the school site shall not be subject to the approval of city in anyway, in regard to the city capacity under the agreement, unless specifically allowed by the agreement. City shall however, have the opportunity to comment on building and/or construction plans on the school site that affect the joint use of the school site or facilities.

#### **4. CIVIC CENTER ACT**

Both parties acknowledge that the facilities are identified as a "Civic Center" pursuant to the Civic Center Act (Education Code Section 38130 et seq.) and that the use of facilities must comply with the provisions of the Civic Center Act. Both parties understand that other individual and/or entities may utilize the facilities pursuant to the Civic Center Act and other provision of law, including but not limited to such license agreements as the district may determine to enter into.

#### **5. TERM OF THIS AGREEMENT**

##### **5.1 Original Term.**

The term of the agreement shall be for a period of five (5) years and shall commence on December 11, 2009.

5.2 Option to Renew.

The parties may extend this agreement by mutual agreement for an additional term of up to twenty (20) years in five (5) year increments ("Subsequent Term").

**6. TERMINATION OF AGREEMENT**

District or city may terminate this agreement by delivery of written notice of election to terminate at least ninety (90) days prior to the termination date elected.

**7. INDEMNIFICATION AND INSURANCE**

7.1 Mutual Indemnification.

7.1.1 District agrees to hold harmless, defend, and indemnify city against all actions, claims, or demands for injury, death, loss, or damage, regardless of fault or cause, by anyone whomsoever (except where such injury, death, loss, or damage was solely due to the willful acts or omissions of city it agents, servants, or employees), whenever such injury, death, loss or damage is a consequence of, or arises out of the use of the facilities by district or its agents, servants, employees, or implementation of the agreement including without limitation, negligent acts or omissions of district involving the condition of the facilities for which the district was obligated to maintain.

7.1.2 City agrees to hold harmless, defend, and indemnify district against all actions, claims, or demands for injury, death, loss or damages, regardless of fault or cause, by anyone whomsoever (except where such injury, death, loss or damage was solely due to the willful acts or omissions of district, it agents, servants, or employees), whenever such injury, death, loss, damage or claim is a consequence of, or arises out of the use of the facilities by city or its agents, servants, employees, or implementation of the agreement including without limitation, negligent acts or omissions of city and/or recreation organization involving the condition of the facilities for which the city was obligated to maintain.

7.1.3 The provision of indemnity set forth in the Section 7.1 shall not be construed to obligate a party to pay any liability, including but not limited to punitive damages, which by law would be contrary to public policy or otherwise unlawful.

7.2 Insurance.

7.2.1 Each party shall procure and maintain, during the period of this agreement, comprehensive public liability insurance coverage, for its acts or omissions described herein in a form satisfactory to the other party in the following minimum amounts:

|                                 |             |
|---------------------------------|-------------|
| Bodily injury (including death) | \$1,000,000 |
| Each person, each occurrence    | \$1,000,000 |
| Property damage                 | \$1,000,000 |

7.2.2 Policies or certificates evidencing each party's coverage shall be filed with the other party, shall include the other party as a named additional insured, and shall be primary. Said policies or certificates shall provide thirty (30) days' written notice to the other party prior to any material change, termination to cancellation.

7.3.2 The insurance limits referred to herein may be increased from time to time by mutual written consent in accord with then accepted practice for California public agencies.

7.2.4 The policy for same insure against all liability of the party procuring insurance, its representatives, employees, invitee and agents arising from, or in connection with, each party's use of the facilities and shall insure performance by such party of any of the holdharmless provisions set forth herein. Each party shall make certain that the other party is named as an additional insured under the insurance policy.

7.2.5 The insurance required under this section shall be issued by either a reputable insurance company admitted to do business in California, in a form reasonably acceptable to the other party, or through a joint powers agency, or similar entity, formed for the purpose of providing insurance to public entities.

7.2.6 The parties recognize that insurance practices and requirements of a school district and a municipality may differ from that of private parties and may change from time to time. During any period of time in which the parties, as regular practice do not maintain insurance but rather self-insure or participate in a joint powers agreement with other governmental entities, the parties may meet their insurance requirements under this section in the same manner.

7.3 Privileges and Immunities. Notwithstanding anything to the contrary in this agreement, neither party waives any of the privileges and immunities from liability, exemptions from laws, ordinances, rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents, or employees of either party.

## 8. NOTICES

8.1 All formal notices, demands, and communication between the parties shall be given either by (i) personal service, (ii) delivery by reputable document delivery services such as Federal Express that provides a receipt showing date and time of delivery, or (iii) mailing in the United States mail, certified, postage prepaid, return receipt requested, addressed to:

If to District: Colton Joint Unified School District  
Attn: Alice H. Grundman, Facilities Planning & Construction  
851 South Mt. Vernon Avenue, Suite 8  
Colton, CA 92324

With a Copy to: Atkinson, Andelson, Loya, Rudd & Romo  
Attn: Lindsay A. Thorson  
17871 Park Plaza Drive, Suite 200  
Cerritos, CA 90703

If To: City of Fontana  
Attn: Kenneth R. Hunt, City Manager  
8353 Sierra Avenue  
Fontana, CA 92335

8.2 Notices personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices mailed shall be deemed effective at noon on the second business day following deposit in the United States mail. Such written notices, demands, and communications shall be sent to such other addresses as any party may from time to time designate in a notice delivered in accordance with the requirements of this section.

8.3 The parties will provide each other after-hours emergency contact phone numbers of appropriate supervisory staff which shall be periodically updated. Such lists will also include emergency contact numbers for other facilities which may be utilized in the event of a community emergency.

## **9. MISCELLANEOUS**

### **9.1 Binding on Successors.**

The terms and conditions herein contained shall apply to and bind the heirs, successors in interest, executors, administrators, representatives and assigns of all the parties hereto.

### **9.2 Recreation Organizations.**

9.2.1 With respect to recreation organizations, city shall be responsible for the scheduling of recreation programs by such recreations organizations. City shall require each of the recreation organizations to execute a document stating the following:

City of Fontana Parks and Recreation Department agrees to hold harmless, defend, and indemnify District and City Parks and Recreations against all actions, claims, or demands, for injury, death, loss or damages, regardless of fault or cause, by anyone whomsoever (except where such injury, death, loss, or damage was solely due to the willful acts or omissions of City Parks and Recreation and/or District, its agents, servants, or employees), whenever such injury, death, loss, damage or claim is a consequence of, or arises out of the use of the Facilities by City Parks and Recreations or it agents, servants or employees.

### **9.3 Inconsistent Use.**

In the event that district's governing board should determine that city's use of district facilities are inconsistent with district's use of district facilities for school purposes or that city's use interferes with the education and activities at district facilities, district may terminate the agreement pursuant to Section 6, above.

### **9.4 Official Representatives.**

The official representative for district shall be the Superintendent or his/her designee and the official representative of the city shall be City or his/her designee respectively. These official representatives shall be responsible for assuring compliance with the rules of the facilities including without limitation district and city's administrative regulations.

9.5 No Assignment of Rights.

No rights which district or city has under this agreement may be assigned to any other person, persons, or corporation without prior written approval of the other party.

9.6 Employees.

9.6.1 For purposes of the agreement, all persons employed in the performance of services and functions for the city shall be deemed city employees and no city employee shall be considered as an employee of the district under the jurisdiction of the district, nor shall such city employees have any district pension, civil service, or other status while an employee of the city.

9.6.2 For purposes of the agreement, all persons employed in the performance of services and functions for the district shall be deemed district employees and no district employee shall be considered as an employee of the city under jurisdiction of the city nor shall such district employees have any city pension, civil service, or other status while an employee of the district.

9.7 Recreation Program Costs.

Except as otherwise provided, neither party shall be responsible to the other party for the cost of the other party's recreation programs or the cost of any third party organization which might benefit from a particular aspect of the agreement, the city covenants and agrees to bear all costs that it should incur with respect to the operation of any recreation program, including the cost of service of its employees and incidental cost in connection therewith, except as otherwise provided herein. District covenants and agrees to bear all costs that should incur in respect to the operation of any school activity, including the cost of service of its employees and incidental costs in connection therewith, except as otherwise provided herein.

The parties acknowledge that each party may charge reasonable fees for the use of facilities as permitted under the laws of California to offset the costs associated with establishing, coordinating and conducting certain recreation programs.

9.8 Ownership of the Sites, Facilities, Furnishings, and Equipment.

9.8.1 School District Ownership. The underlying fee title to the land, building and improvements existing at the time of the agreement for district facilities are owned by the district. Personal property, trade fixtures, furnishings or equipment provided or paid for by the district and city shall remain the property of the district and city respectively. Upon the expiration or termination of the agreement, the city shall have the option of removing or leaving any personal property, trade fixtures, furnishings or equipment belonging to city. In the event that the city leaves any personal property, trade fixtures, furnishings or equipment belonging to city such property shall become the sole property of the district. In the event that city removes any personal property, trade fixtures, furnishings or equipment belonging to city, city shall return to its original condition that portion of the facility affected by such removal.

9.8.2 City Ownership. The underlying fee title to the land, building and improvements existing at the time of this agreement for city are owned by the city. Personal property, trade fixtures, furnishings or equipment provided or paid for by the district and city shall remain the property of the school district and city shall remain the property of the school

district and city respectively. Upon the expiration or termination of the agreement, the district shall have the option of removing or leaving any personal property, trade fixtures, furnishings or equipment belonging to the district. In the event that the district leaves any personal property, trade fixtures, furnishings or equipment belonging to the district, such property shall become the sole property of city. In the event that the district removes any personal property, trade fixtures, furnishings or equipment belonging to the district, the district shall return to its original condition that portion of the facility affected by such removal.

9.8.3 No past, present or future use of any of the facilities shall be interpreted as conveying any ownership or other property interests in any of the facilities.

9.9 Specific Provisions.

9.9.1 Locks – Keying and Access Authorization.

The lock style, types of gates, and key/code authorization to be utilized at each individual facility will be coordinated in such a manner to allow dual access, as necessary while maintaining the safety and property security of such facility.

9.9.2 Joint Parking.

The parties concur to allow parking in designated areas which will minimize off-site parking intrusion to surrounding properties.

9.10 Applicable Law.

This agreement shall be governed by and construed in accordance with the laws of the State of California and to the extent that there is any conflict between this agreement and the laws of the State of California, the laws of the State of California shall prevail.

9.11 Entire Agreement.

This agreement is intended by the parties hereto as a final expression of their understanding with respect to the use of recreational use of facilities and is a complete and exclusive statement of the terms and conditions thereof and supercedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. This agreement may be changed or modified only upon written consent of the parties hereto.

9.12 Joint Preparation.

This agreement shall be deemed to have been prepared jointly by the parties, and the usual rule that the provisions of a document are to be construed against the drafter shall not apply.

SIGNATURES ON FOLLOWING PAGE

**IN WITNESS WHEREOF** the parties hereto have executed the agreement as of the date first above written.

DATED: \_\_\_\_\_ COLTON JOINT UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_

Name: Jaime R. Ayala

Title: Assistant Superintendent, Business Services Division

DATED: \_\_\_\_\_ City of Fontana

By: \_\_\_\_\_

Name: Kenneth R. Hunt

Title: City Manager

**EXHIBIT A**  
CITY FACILITIES



**EXHIBIT B**

DISTRICT FACILITIES

JURUPA VISTA ELEMENTARY SCHOOL

15920 Village Drive East, Fontana, CA 92337

10 Acres

APN 0193-401-19-0000, 0193-401-21-0000

**EXHIBIT C**

SPECIALIZED FACILITIES

N/A

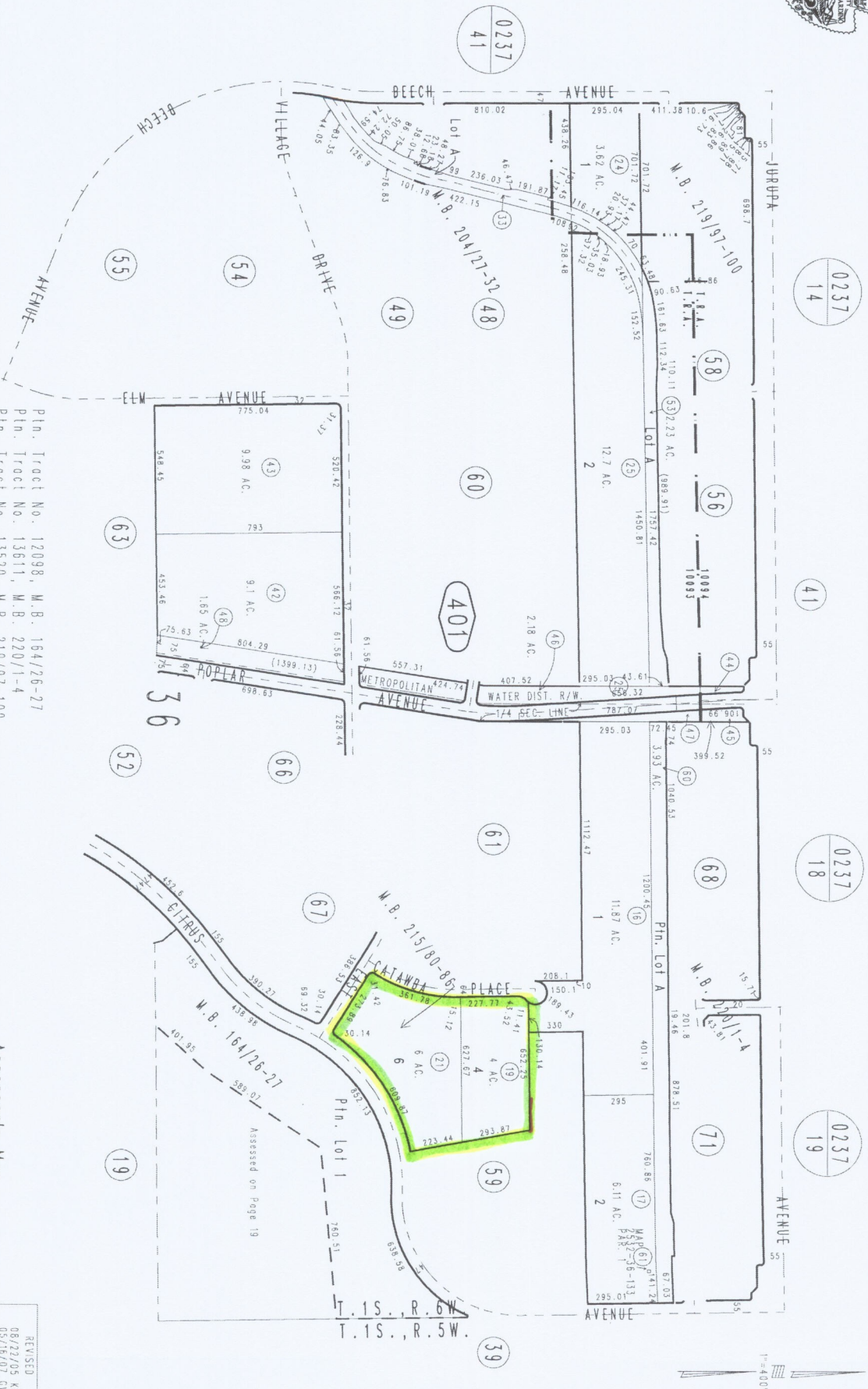
THIS MAP IS FOR THE PURPOSE  
OF AD VALOREM TAXATION ONLY.



N.1/2 Sec. 36, T.1S., R.6W., S.B.B.&M.

City of Fontana  
Tax Rate Area  
10093, 10094

0193 - 40



January 2004

Pin. Tract No. 12098, M.B. 164/26-27  
Pin. Tract No. 13611, M.B. 220/1-4  
Pin. Tract No. 13520, M.B. 219/97-100  
Pin. Tract No. 13612, M.B. 204/17-18,  
Pin. Tract No. 13608, M.B. 204/27-32

Amending Map 215/80-86

Assessor's Map  
Book 0193 Page 40  
San Bernardino County

REVISED  
08/22/05 AC  
05/16/07 CW

# Jurupa Vista Elementary School

Colton Joint Unified School District

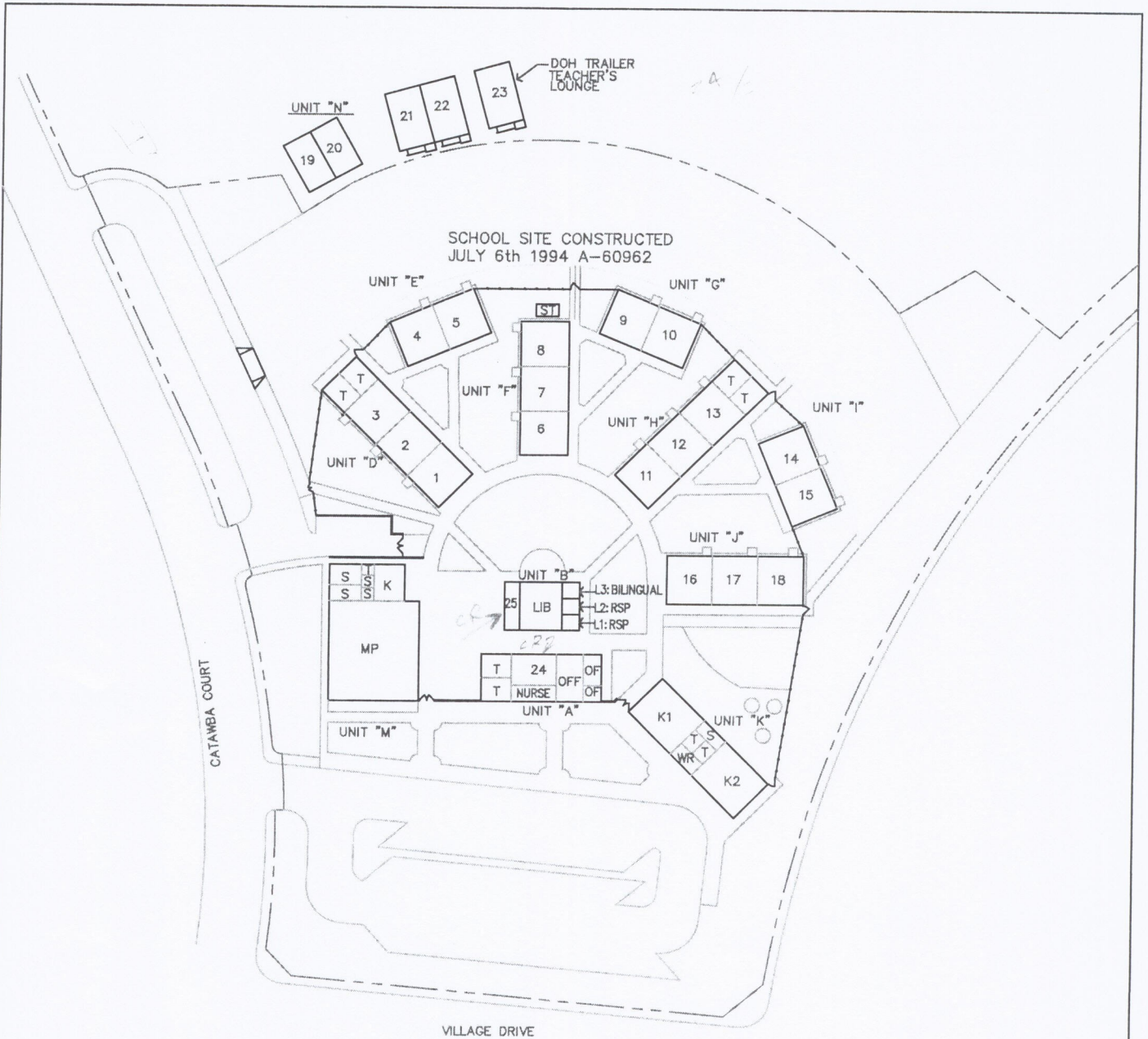
San Bernardino County

- New Construction
- Modernization/Reconstruction

SAB-600

Diagram of Building Area

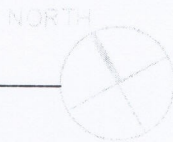
- Existing 1-A
- Proposed 2-A
- Final 3-A



SCHOOL SITE CONSTRUCTED  
JULY 6th 1994 A-60962

## SITE PLAN

Scale: 1"=100'  
Acres: XXX



Address:  
15920 Village Dr. East  
Fontana, Ca. 92337

PCH 10/8/98  
110001\JURUPA\SP-01A

The above is measured in accordance with the laws and regulations governing the State School Building Lease-Purchase Program.

District Representative

Date

## BOARD AGENDA

REGULAR MEETING  
December 10, 2009

### ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Adoption of Resolution No. 09-44 to Implement Program Flexibility as Authorized Under Education Code Section 42605
- GOAL:** Budget Planning
- STRATEGIC PLAN:** Strategy #1 – Communication
- BACKGROUND:** The enacted 2008-09 and 2009-10 California State Budget Acts reduces funding to education by \$14.9 billion. Education Code 42605 provides school districts the flexibility to transfer funds from Tier III programs to other education programs as deemed necessary. This flexibility transfer of funds is authorized for five years from the current year through 2012-13.
- ABX4 2, Education Code Section 42605(c) (2) and (3), requires the Board of Education to take testimony at a regularly scheduled public hearing from the public, discuss, approve or disapprove the proposed use of funding.
- BUDGET IMPLICATIONS:** \$9.8 million included in the 2009-10 budget in Tier III Flexibility programs
- RECOMMENDATION:** That the Board adopt the Resolution No. 09-44 to implement program flexibility as authorized under Education Code Section 42605.
- ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board adopted Resolution No. 09-44 to implement program flexibility as authorized under Education Code 42605.

**COLTON JOINT UNIFIED SCHOOL DISTRICT  
RESOLUTION 09-44**

*Implementation of Program Flexibility provided in 2008-09 and 2009-10 Budget Act*

**WHEREAS**, Assembly Bill X4 2, Section 15, Chaptered by the Secretary of State on July 28, 2009, Chapter 2, Statutes of 2009-10 Fourth Extraordinary Session, that amended Senate Bill X3 4, Section 15, Chaptered by Secretary of State on February 20, 2009 Chapter 15, Statutes of 2009-10, Third Extraordinary Session which indicates for the 2008-09 fiscal year to the 2012-13 fiscal year, inclusive, school districts, charter schools, and county offices of education may use funding received, pursuant to subdivision (b), from any of these items listed in paragraph (2) that are contained in an annual Budget Act, for any educational purpose, and

**WHEREAS**, it is a condition of the receipt of categorical education program funds that may be used for any educational purpose and as a condition of transferring those funds to the General Fund, requires school districts, charter schools and county offices of education, at a regularly scheduled, open, public hearing, take testimony from the public, discuss and approve or disapprove each transfer and the proposed use of funding, and

**WHEREAS**, the attached schedule reflects the 2008-09 ending balances and one hundred percent of the 2009-10 amount of Flexibility Funds to be transferred to the General Fund to be used for *(deficit reduction during the State fiscal crisis for 2009-10, for the purpose of supporting previous programs no longer funded, as used in previous years)*.

**NOW, THEREFORE, BE IT RESOLVED** that this Board does approve the use of the Flexibility Funds as required by the State Legislation for fiscal year 2009-10.

**PASSED AND ADOPTED** this **10th** day of **December, 2009**, at a regular meeting by the following vote:

|           |       |
|-----------|-------|
| AYES      | _____ |
| NOES      | _____ |
| ABSENT    | _____ |
| ABSTAINED | _____ |

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

COLTON JOINT UNIFIED SCHOOL DISTRICT

CATEGORICAL FLEXIBILITY FUNDS

2008-09 Categorical Program Flexibility and Sweeps

|  |                       |
|--|-----------------------|
| Administrator Training Program                 | \$16,133.29           |
| Arts and Music Block Grant                     | \$380,727.77          |
| Arts, Music and PE Block Grant                 | \$432,582.59          |
| Cal-Safe Supplemental Services                 | \$164,546.86          |
| Community Based English Tutor Program          | \$19,063.79           |
| District Discretionary Block Grant             | \$417,200.16          |
| English Language Learner Training              | \$116,414.95          |
| Gifted and Talented Education (GATE)           | \$47,461.21           |
| National Board Certification Incentive         | \$12,411.45           |
| Nell Soto Parent/Teacher Involvement (PAR)     | \$6,274.40            |
| Professional Development Block Grant           | \$396,133.10          |
| Pupil Retention Block Grant                    | \$34,815.87           |
| School & Library Improvement Block Grant       | \$239,213.61          |
| School Safety and Violence Prevention          | \$193,957.91          |
| School Site Discretionary Block Grant          | \$352,800.33          |
| Staff Development – Math & Reading             | \$400,000.00          |
| Supplemental School Counseling                 | \$168,483.33          |
| Targeted Instructional Improvement Block Grant | \$200,053.99          |
| Teacher Retention & Recruitment                | <u>\$500,000.00</u>   |
| <b>Total</b>                                   | <b>\$4,098,274.61</b> |

2009-10 Categorical Program Flexibility

|   |             |
|---|-------------|
| Art and Music Block Grant                             | 100%        |
| Cal-Safe Child Care                                   | 100%        |
| Cal-Safe Supplemental Services                        | 100%        |
| CASHEE  | 100%        |
| Community Based English Tutor Program                 | 100%        |
| Community Day School                                  | 100%        |
| English Learner Professional Development              | 100%        |
| Gifted and Talented Education (GATE)                  | 100%        |
| Instructional Materials Block Grant                   | 100%        |
| National Board Certification Incentive                | 100%        |
| Nell Soto Parent/Teacher Involvement                  | 100%        |
| Professional Development Block Grant                  | 100%        |
| Pupil Retention Block Grant                           | 100%        |
| ROP   | 100%        |
| School Safety and Violence Prevention                 | 100%        |
| School Site Discretionary Block Grant                 | 100%        |
| School & Library Improvement Block Grant              | 100%        |
| Staff Development-Admin Training                      | 100%        |
| Staff Development-Math & Reading                      | 100%        |
| Supplemental School Counseling                        | 100%        |
| <b>Targeted Instructional Improvement Block Grant</b> | <b>100%</b> |

## BOARD AGENDA

REGULAR MEETING  
December 10, 2009

### ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Approval of 2009-10 First Interim Financial Report
- GOAL:** Budget Planning
- STRATEGIC PLAN:** Strategy #1 – Communication
- BACKGROUND:** Pursuant to Education Code Section 42131, twice each year, the Board of Education must certify to the County Office of Education and the California Department of Education that the District can meet its financial obligations for the current and two subsequent fiscal years.
- The First Interim Financial Report presents actual to date data as of October 31, 2009. This report must be approved and certified as positive, qualified, or negative by the Governing Board and submitted to the County Superintendent of Schools by December 15, 2009. The three certifications are defined as follows:
1. **A Positive Certification** means that a Local Education Agency (LEA) will meet its financial obligations for the current and two subsequent fiscal years.
  2. **A Qualified Certification** means that a LEA may not meet its financial obligations for the current or two subsequent fiscal years.
  3. **A Negative Certification** means that a LEA will not meet its financial obligations for the remainder of the fiscal year or for the subsequent fiscal year.
- The attached First Interim Financial Report is being presented to the Board of Education for approval with A Positive Certification.
- The District is using \$14 million in 2009-10 and \$12 million in 2010-11 of the one-time federal stimulus and unrestricted ending balance funds to meet daily operational obligations and to maintain reserve requirements for economic uncertainties. The multi-year projection for fiscal years 2010-11 and 2011-12 are also presented.
- BUDGET IMPLICATIONS:** None
- RECOMMENDATION:** That the Board approve the 2009-10 First Interim Financial Report.
- ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board approved the 2009-10 First Interim Financial Report.



# COLTON JOINT UNIFIED SCHOOL DISTRICT

## FIRST INTERIM REPORT – December 10, 2009

This narrative explains the changes to the District budget for the General Fund as appears in SACS Form 01, by comparing the 2009/10 Board Approved Operating Budget column (B) and the Projected Year Totals column (D), with references to the attached analysis.

### **REVENUES:**

**Revenue Limit Sources** – Net decrease of \$39,228 for adjusting entries to projected attendance, QEIA reversed affect on unrestricted revenues, and RDA payback.

It is important to note that in June 2009 when the Board adopted the 2009/10 budget, the District expected to receive approximately \$120 million in Revenue Limit. However, the Budget Act was signed with an additional one-time cut of \$252.83 per ADA. As a result, the Revenue Limit is \$6.8 million less since the budget was adopted.

**Federal Revenue** – Net increase of \$527,975 to account for categorical programs:

|  |          |           |
|--|----------|-----------|
| ▪ Vocational & Applied Technology-Carl Perkins                           | Decrease | \$46,540  |
| ▪ NCLB Title II Part A, Improving Teacher Quality Local Grant            | Increase | \$174,228 |
| ▪ NCLB Title II Part A, Administrator Training                           | Increase | \$4,597   |
| ▪ NCLB Title II Part D, Enhancing Education Through Technology (2008-09) | Increase | \$62,258  |
| ▪ NCLB Title II Part D, Enhancing Education Through Technology (2009-10) | Increase | \$53,666  |
| ▪ NCLB X McKinney-Vento Homeless Children                                | Decrease | \$11,489  |
| ▪ Medi-Cal LEA Billing Option  | Increase | \$155,000 |
| ▪ Medi-Cal Administrative Activities                                     | Increase | \$106,869 |
| ▪ IDEA Basic Local Assistance Entitlement                                | Increase | \$99,084  |
| ▪ Title IV Safe and Drug Free  | Increase | \$19,875  |
| ▪ ARRA IDEA Local Assistance   | Decrease | \$83,834  |
| ▪ ARRA IDEA Local Assistance-Private Schools                             | Decrease | \$524     |
| ▪ ARRA IDEA – Preschool Grant  | Decrease | \$2,176   |
| ▪ ARRA IDEA – Preschool Local Entitlement                                | Decrease | \$3,039   |

**Other State Revenue** – Net increase of \$551,836 to account for categorical programs:

|   |          |           |
|---|----------|-----------|
| ▪ Special Education Transportation        | Increase | \$204,728 |
| ▪ Staff Development – Math & Reading      | Decrease | \$10,000  |
| ▪ English Language Acquisition Program    | Increase | \$13,628  |
| ▪ Agricultural Vocational Incentive Grant | Increase | \$532     |
| ▪ Economic Impact Aid                     | Increase | \$95,725  |
| ▪ Economic Impact Aid – English Learner   | Increase | \$124,462 |
| ▪ SBX4 3                                  | Increase | \$122,761 |

**Other Local Revenue** – Reduced \$290,000 mainly as a result of projected decrease in interest income.

## **EXPENDITURES:**

Expenditure categories have been evaluated and adjusted accordingly to reflect projected balances as of June 30, 2009.

**Certificated Salaries** – Net decrease of \$1,520,364 mainly as a result of reduction in Librarian positions and partial vacancies in Counselor positions.

**Classified Salaries** – Net decrease of \$969,405 mainly as a result of vacancies in Custodian and Ground Maintenance positions as well as reduction in substitute accounts.

**Employee Benefits** – Net decrease of \$591,823 due to adjusting payroll encumbrances and adjustments to the Worker’s Compensation rate.

**Books and Supplies** – Net increase of \$291,105 mainly as a result of adjustments for carryovers.

**Services and Other Operating Expenditures** – Net decrease of \$164,526 in conference expenditure category.

**Capital Outlay** – Decrease of \$83,834 as a result of shift in expenditure category in IDEA ARRA from equipment to personnel.

**Other Outgo** – Increased by \$168,350 mainly as result of Special Education transportation excess costs.

## **ENDING FUND BALANCE AND MAJOR CHANGES TO THE COMPONENTS**

**Ending Fund Balance** – The General Fund ending fund balance, restricted and unrestricted, is projected at \$16,431,075. This ending balance includes the reserve for Economic Uncertainties:

|  |             |
|--|-------------|
| Revolving Cash Reserve                                   | \$ 50,000   |
| Stores Reserve   | \$ 150,000  |
| Legally restricted Ending Balance (categorical programs) | \$3,358,844 |
| Designated for Economic Uncertainties @ 3%               | \$5,789,486 |
| Mandated Cost Reserve                                    | \$2,152,833 |
| Lottery Reserve  | \$1,133,745 |
| *Designated for 2010-11 Operational Budget               | \$3,796,167 |

**Designated for Future Operational Budget** – This reserve is the result of one-time savings harvested from various line-items in the budget such as vacant positions, substitute accounts, and reduction in Worker’s Compensation rate.

## **Assumption for Multi-Year Projections 2009/10 through 2011/12**

As mandated by reporting requirements, a multi-year budget projection is presented to the Board to clearly communicate the future financial health of the District along with revenue, expenditure and fund balance trends. Assumptions used to build the multi-year projections are generally based on the most recent information available from the State plus District goals and enrollment trends.

The multi-year projection is based on the following assumptions:

### **Enrollment and Average Daily Attendance (ADA)**

The District continues to be in a declining enrollment status and projects that this trend will continue through 2010/11. Prior-Year guarantee allows the District to calculate revenue limit based on the current or prior year ADA, whichever is greater.

### **Revenues**

Base Revenue Limit is increased each year by the projected Cost-of-Living-Adjustment (COLA) as reported by School Services of California. In 2009/10 a 4.25% COLA is used to calculate the Revenue Limit along with 81.645% deficit factor, which means that the District will only receive \$81.645 on every \$100 that is due from the State.

A 0.5% COLA with 81.762% deficit factor is assumed in 2011/12 and a 2.3% COLA with 79.412% deficit factor in 2011/12.

Federal Revenues are adjusted down in 2010/11 & 2011/12 for the one-time Federal stimulus funds.

Other State Revenues are slightly decreased for the projected decrease in enrollment.

### **Expenditures**

Certificated and Classified Salaries are projected with an increase for the cost of step and column in the current and next two years. Staffing is based on enrollment projections and the established class sizes per contract. Starting in 2010/11 staffing for High School #3 is budgeted at \$1.1 million.

Board resolution 09-16 and 09-28 to reduce expenditures are equitably distributed in Certificated Salaries, Classified Salaries, and Employee Benefits line items.

Employee Benefits are projected based on projected salary increases as indicated above. In addition, health and welfare premiums are projected to increase by 7% each year. The District provides 100% paid medical and dental for permanent active employees and 100% paid medical benefits for its retired employees. CSEA employees hired after 7/1/06 and management employees hired after 9/1/07 receive 100% paid medical and dental of the lowest cost HMO. Statutory Benefits for certificated employees is projected at 10.092% and 21.06% for classified employees for all three years. The Worker's Compensation rate is set at 0.092% in both 2009/10 and 2010/11 since there are sufficient reserves in Fund 67, Self Insurance Fund.

The 2010/11 budget is increased by \$422,613 to allow for High School #3 staffing cost.

Books and Supplies are adjusted in the multi-year budget based on enrollment changes. The primary portion of these expenditures takes place from Federal and State funds (categoricals) specifically allocated for this purpose. This expenditure category is adjusted for the estimated carryover balances in State entitlements.

A nominal start-up cost of \$100,000 is budgeted in 2011/12 for High School #3.

Services and Other Operating Expenses are budgeted in the Multi-year with an increase based on California Consumer Price Index (CPI) of 1.7% in 2010/11 and 2.6% in 2011/12.

\$100,000 increase in utilities for High School #3 is budgeted 2011/12.

### **Transfers In/Out**

#### Transfers In

In 2010/11 \$5.47 million will be transferred from Fund 40, Special Reserve Fund For Capital Outlay Projects, to the General Fund to maintain the required reserve balance for Economic Uncertainties.

#### Transfers Out

The three-year multi-year budget contains no contribution from the General Fund to Fund 14, Deferred Maintenance Fund.

### **Reserves**

Legally Restricted Balance is projected at \$3,358,844, which are Federal and State categorical programs. The major portion of this reserve is the State Fiscal Stabilization Fund portion of the Federal stimulus money, which will be used in 2010/11 to continue funding on-going expenditures associated with salary and benefits.

Economic Uncertainty Reserve is maintained at 3% of the District's expenditure budget. The combined reserve amounts in the General Fund and Fund 17, Special Reserve For Other Than Capital Outlay Projects, provides for 4.87% reserve 2009/10, 5.02% reserve in 2010/2011, and 3.14% in 2011-2012.

*It must be noted that in 2010/11 the General Fund budget is balanced with a transfer of \$5.47 million from fund 40 in addition to Board's Resolution 09-16 to reduce expenditures by \$12.5. The 2011/12 budgeted is balanced with Board's Resolution 09-28 to reduce expenditures by \$15.5 million.*

Other Designations is \$7,082,745 including Lottery and Mandated Costs reserves. \$3,796,167 million is designated for use in 2010/11 to balance the budget.

Unappropriated Reserve is the amount available after the required set aside for Economic Uncertainties and other designations. The District's Multi-year projections show a zero Unappropriated Reserve balance through 2011/12.

## **Fiscal Recovery Plan**

Based on the most current information and assumptions from the state, the District must put into place budget realignment measures to address on-going reduction of unprecedented proportion to the Revenue Limit and categorical programs. The American Recovery and Reinvestment Act (ARRA) allowed the District to fill the deficiency in 2009/10. However, these funds are of one-time nature and are not expected to be replenished in the future.

The Board of Education approved Resolutions 09-16 and 09-28 to reduce expenditures by \$12.5 and \$15.5 million in 2010/11 and 2011/12.

## BOARD AGENDA

REGULAR MEETING  
December 10, 2009

### ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Approval of Amendment No. 1 to the Agreement with Seville Construction Services, Inc., and Letters of Authorization No. 1, 2 and 3 to be Executed by Assistant Superintendent, Business Services Division
- GOAL:** Facilities / Support Services
- STRATEGIC PLAN:** Strategy #1 – Communication  
Strategy #4 – Facilities
- BACKGROUND:** On October 15, 2009, the Board approved the agreement for program and construction management, services related to the Districts capital improvement program, with Seville Construction Services, Inc. The original agreement has been amended; attached is Amendment No. 1.
- Services to be provided will first require Board approval, authorizing the Assistant Superintendent, Business Services Division, to execute Letters of Authorization, which describe the scope of services, staffing plan, and fee schedule.
- Seville Construction Services, Inc. has submitted three Letters of Authorization for approval as follows:
- No. 1 – To perform an evaluation of all projects that currently comprise the District’s construction program to determine availability of funding, prioritization of projects, budgets, schedules, and scope of project management.
  - No. 2 – To provide program management services including master planning for the Bloomington and Colton High School math/science buildings and cafeterias.
  - No. 3 – To provide construction management services for fast tracking the construction of interim housing at Bloomington High School for the math/science building project.
- BUDGET IMPLICATIONS:** Fund 21 – Cost to be paid based on the staffing and fee schedule as submitted with each Letter of Authorization. Total fees not to exceed 2.86% of total program costs per Article 5 of the agreement.
- RECOMMENDATION:** That the Board approve Amendment No. 1 to the agreement with Seville Construction Services, Inc., and Letters of Authorization No. 1, 2 and 3 to be executed by Assistant Superintendent, Business Services Division.
- ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board approved the recommendation, as presented.

## **AMENDMENT NO. 1**

### **Agreement for Program and Construction Management Services Related to Colton Joint Unified School District's Capital Improvement Program**

This Amendment dated December 11, 2009 shall be considered attached to and incorporated in that certain document dated October 15, 2009, entitled "Agreement for Program and Construction Management Services Related to Colton Joint Unified School District's Capital Improvement Program" ("Agreement") entered into by and between the Colton Joint Unified School District and Seville Construction Services, Inc. (collectively "Parties") as the Parties desire to amend said document in accordance with Article 16 of the Agreement.

Where any Article, Section or Paragraph or portion thereof is amended or superseded, the balance of that Article, Section or Paragraph not specifically amended or superseded shall remain in effect as originally written. Where any Article, Section or Paragraph or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article, Section or Paragraph shall remain in effect as originally written. Where any Article, Section or Paragraph is referenced, such Article, Section or Paragraph is superseded and replaced by the language herein. This Amendment, taken together with the Agreement dated October 15, 2009 and all previous Letters of Authorization executed by the Parties, represent the new Agreement. In the event of any conflict or discrepancies between the Agreement and this Amendment, this Amendment shall supersede and control. The terms and provisions of the Agreement are hereby amended and supplemented as follows:

#### **Replace the First Paragraph of Section II of Exhibit "A" of the Agreement with the Following:**

It is the intent of this Agreement that PROGRAM MANAGER will only provide program management Services and will not provide construction management Services. If, however, circumstances in the Program change where the DISTRICT may require PROGRAM MANAGER to provide construction management Services, the DISTRICT will request such Services through a Letter of Authorization executed by the Parties. Such Letters of Authorization shall include the Project(s), fees and costs, staffing plan, scope of work and Services to be provided consistent and in accordance with this Agreement, and other details as requested by the DISTRICT and provided by the PROGRAM MANAGER. The Letters of Authorization for any potential construction management Services may also include Services not specifically included below. Any potential construction management Services to be provided by PROGRAM MANAGER below shall not reduce or diminish the program management Services to be provided under this Agreement and shall be in addition to all program management Services.

///

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

**Seville Construction Services, Inc.**

**Colton Joint Unified School District**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



## LETTER OF AUTHORIZATION NO. 1

### **AGREEMENT FOR PROGRAM AND CONSTRUCTION MANAGEMENT SERVICES RELATED TO COLTON JOINT UNIFIED SCHOOL DISTRICT'S CAPITAL IMPROVEMENT PROGRAM**

**WHEREAS**, this Letter of Authorization is made and entered into as of December 11, 2009 by and between the Colton Joint Unified School District ("DISTRICT") and Seville Construction Services, Inc. ("PROGRAM MANAGER"), collectively referred to as "Parties";

**WHEREAS**, this Letter of Authorization shall be considered attached to and incorporated in that certain document dated October 15, 2009, entitled "Agreement for Program and Construction Management Services Related to Colton Joint Unified School District's Capital Improvement Program" ("Agreement") as the Parties desire to identify more detailed and specific services that will be provided pursuant to the terms of the Agreement;

**WHEREAS**, this Letter of Authorization is being executed between the Parties pursuant to specific provisions of the Agreement including, but not limited to, the initial Recitals, Articles 1.1, 3.1 and 5;

**NOW, THEREFORE**, the Parties hereto agree that the services set forth below shall be completed pursuant to the terms and conditions of the Agreement and as set forth below:

- 1. Description of Services:** PROGRAM MANAGER shall perform an evaluation of all Projects that currently comprise the Program; assist the DISTRICT with prioritizing and determining the availability of current funding and determine if the DISTRICT is eligible for additional funding from the State or other sources; prioritize Projects comprising the Program; develop budgets, scopes of work, schedules, cost estimates and other relevant factors to define the scope of the Program to be managed by the PROGRAM MANAGER. Upon completion of such services or as periodically requested by the DISTRICT, the PROGRAM MANAGER shall prepare draft reports and a final report on the current status of all Projects to be included in the Program to be managed by the PROGRAM MANAGER. PROGRAM MANAGER shall provide a more detailed written scope of services to be provided under this Letter of Authorization for review and approval by the DISTRICT.
- 2. Compensation:** Attached hereto as Exhibit "A" is the Fee Proposal for all services to be provided pursuant to this Letter of Authorization. All invoices submitted by the PROGRAM MANAGER shall include a description of the work performed, the person performing the work, time spent for each task and other details reasonably requested by the DISTRICT to support all invoices.
- 3. Staffing Plan:** Attached hereto as Exhibit "B" is the Staffing Plan for all personnel that will be providing services pursuant to this Letter of Authorization.

4. **Schedule:** Attached hereto as Exhibit "C" is the Schedule for all services to be provided pursuant to this Letter of Authorization.

The Parties, through their authorized representatives, have executed this Letter of Authorization as of the day and year first written above.

**Seville Construction Services, Inc.**

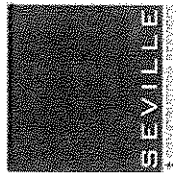
**Colton Joint Unified School District**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

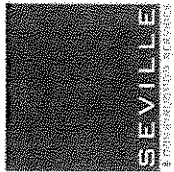
Title: \_\_\_\_\_



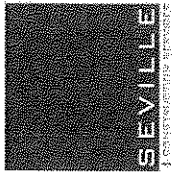
Colton Joint Unified School District  
 Program Management Services  
 Bond Program Projects Evaluation  
 Program Budget: \$377,000,000

Seville Construction Services -  
 Staff Planning / Fee Schedule  
 Letter of Authorization No. 1;  
 Bond Program Evaluation

| Schedule Legend   | 2009 Schedule |     |     |     |     |     |     |     |     |     |     |     |
|---|---------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
|   | 1             | 2   | 3   | 4   | 5   | 6   | 7   | 8   | 9   | 10  | 11  | 12  |
|   | Jan           | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
| <b>SUMMARY PROGRAM SCHEDULE</b>                           |               |     |     |     |     |     |     |     |     |     |     |     |
| Program Management and Planning                           |               |     |     |     |     |     |     |     |     |     |     |     |
| Define Program Needs / Priorities                         |               |     |     |     |     |     |     |     |     |     |     |     |
| Evaluation of Projects, Status, Scope, Budget, Solid      |               |     |     |     |     |     |     |     |     |     |     |     |
| Develop Program Master Schedule                           |               |     |     |     |     |     |     |     |     |     |     |     |
| Review Existing Site Conditions / Assessment              |               |     |     |     |     |     |     |     |     |     |     |     |
| Evaluation of Program and Project Budgets                 |               |     |     |     |     |     |     |     |     |     |     |     |
| Dev Program Mgmt Information System (PMSI)                |               |     |     |     |     |     |     |     |     |     |     |     |
| Program Controls  |               |     |     |     |     |     |     |     |     |     |     |     |
| Define Program Reporting Needs / Develop Reporting System |               |     |     |     |     |     |     |     |     |     |     |     |
| Develop Policies & Procedures                             |               |     |     |     |     |     |     |     |     |     |     |     |
| Validate Financial Controls / Integrate with PMSI         |               |     |     |     |     |     |     |     |     |     |     |     |
| Establish Project Management Plan                         |               |     |     |     |     |     |     |     |     |     |     |     |
| Establish Accounting Processes                            |               |     |     |     |     |     |     |     |     |     |     |     |
| Establish Document Control Processes                      |               |     |     |     |     |     |     |     |     |     |     |     |
| Design Management   |               |     |     |     |     |     |     |     |     |     |     |     |
| Manage Review Process: Design, VE, Constructability       |               |     |     |     |     |     |     |     |     |     |     |     |
| Manage CDEA & Environmental Review Process                |               |     |     |     |     |     |     |     |     |     |     |     |
| Manage CDE & OPSC Compliance & Submittal Process          |               |     |     |     |     |     |     |     |     |     |     |     |
| Manage DSA Submittal / Approval Process                   |               |     |     |     |     |     |     |     |     |     |     |     |
| Bid & Award   |               |     |     |     |     |     |     |     |     |     |     |     |
| Manage Pre-qualification Process                          |               |     |     |     |     |     |     |     |     |     |     |     |
| Manage Advertisement, Bid, & Award Process                |               |     |     |     |     |     |     |     |     |     |     |     |
| Construction Management                                   |               |     |     |     |     |     |     |     |     |     |     |     |
| Schedule / Budget Oversight                               |               |     |     |     |     |     |     |     |     |     |     |     |
| Invoice / Change Process Management                       |               |     |     |     |     |     |     |     |     |     |     |     |
| Commissioning / Substantial Completion Oversight          |               |     |     |     |     |     |     |     |     |     |     |     |
| Project Closeout  |               |     |     |     |     |     |     |     |     |     |     |     |
| Closeout Documents / DSA Certification                    |               |     |     |     |     |     |     |     |     |     |     |     |
| Manage Warranty Period                                    |               |     |     |     |     |     |     |     |     |     |     |     |
| Program Closeout  |               |     |     |     |     |     |     |     |     |     |     |     |
| Final Audits / Archive Project Documents                  |               |     |     |     |     |     |     |     |     |     |     |     |



|   | 13  | 14  | 15  | 16  | 17  | 18  | 19  | 20  | 21  | 22  | 23  | 24  |
|---|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
|   | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
| <b>SUMMARY PROGRAM SCHEDULE</b>                           |     |     |     |     |     |     |     |     |     |     |     |     |
| Program Management and Planning                           |     |     |     |     |     |     |     |     |     |     |     |     |
| Define Program Needs / Priorities                         |     |     |     |     |     |     |     |     |     |     |     |     |
| Evaluation of Projects, Status, Scope, Budget, Schd       |     |     |     |     |     |     |     |     |     |     |     |     |
| Develop Program Master Schedule                           |     |     |     |     |     |     |     |     |     |     |     |     |
| Review Existing Site Conditions / Assessment              |     |     |     |     |     |     |     |     |     |     |     |     |
| Evaluation of Program and Project Budgets                 |     |     |     |     |     |     |     |     |     |     |     |     |
| Devl Program Mgmt Information System (PMS)                |     |     |     |     |     |     |     |     |     |     |     |     |
| <b>Program Controls</b>                                   |     |     |     |     |     |     |     |     |     |     |     |     |
| Define Program Reporting Needs / Develop Reporting System |     |     |     |     |     |     |     |     |     |     |     |     |
| Develop Policies & Procedures                             |     |     |     |     |     |     |     |     |     |     |     |     |
| Validate Financial Controls / Integrate with PMS          |     |     |     |     |     |     |     |     |     |     |     |     |
| Establish Project Management Plan                         |     |     |     |     |     |     |     |     |     |     |     |     |
| Establish Accounting Processes                            |     |     |     |     |     |     |     |     |     |     |     |     |
| Establish Document Control Processes                      |     |     |     |     |     |     |     |     |     |     |     |     |
| <b>Design Management</b>                                  |     |     |     |     |     |     |     |     |     |     |     |     |
| Manage Review Process: Design, VE, Constructability       |     |     |     |     |     |     |     |     |     |     |     |     |
| Manage CEQA & Environmental Review Process                |     |     |     |     |     |     |     |     |     |     |     |     |
| Manage CDE & OPSC Compliance & Submittal Process          |     |     |     |     |     |     |     |     |     |     |     |     |
| Manage DSA Submittal / Approval Process                   |     |     |     |     |     |     |     |     |     |     |     |     |
| <b>Bid &amp; Award</b>                                    |     |     |     |     |     |     |     |     |     |     |     |     |
| Manage Pre-Qualification Process                          |     |     |     |     |     |     |     |     |     |     |     |     |
| Manage Advertisement, Bid, & Award Process                |     |     |     |     |     |     |     |     |     |     |     |     |
| <b>Construction Management</b>                            |     |     |     |     |     |     |     |     |     |     |     |     |
| Schedule / Budget Oversight                               |     |     |     |     |     |     |     |     |     |     |     |     |
| Invoice / Change Process Management                       |     |     |     |     |     |     |     |     |     |     |     |     |
| Commissioning / Substantial Completion Oversight          |     |     |     |     |     |     |     |     |     |     |     |     |
| <b>Project Closeout</b>                                   |     |     |     |     |     |     |     |     |     |     |     |     |
| Closeout Documents / DSA Certification                    |     |     |     |     |     |     |     |     |     |     |     |     |
| Manage Warranty Period                                    |     |     |     |     |     |     |     |     |     |     |     |     |
| <b>Program Closeout</b>                                   |     |     |     |     |     |     |     |     |     |     |     |     |
| Final Audits / Archive Project Documents                  |     |     |     |     |     |     |     |     |     |     |     |     |



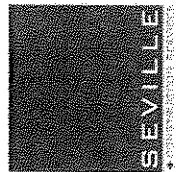
|   | 25  | 26  | 27  | 28  | 29  | 30  | 31  | 32  | 33  | 34  | 35  | 36  |
|---|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
|   | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
| <b>SUMMARY PROGRAM SCHEDULE</b>                           |     |     |     |     |     |     |     |     |     |     |     |     |
| Program Management and Planning                           |     |     |     |     |     |     |     |     |     |     |     |     |
| Define Program Needs / Priorities                         |     |     |     |     |     |     |     |     |     |     |     |     |
| Evaluation of Projects, Status, Scope, Budget, Schd       |     |     |     |     |     |     |     |     |     |     |     |     |
| Develop Program Master Schedule                           |     |     |     |     |     |     |     |     |     |     |     |     |
| Review Existing Site Conditions / Assessment              |     |     |     |     |     |     |     |     |     |     |     |     |
| Evaluation of Program and Project Budgets                 |     |     |     |     |     |     |     |     |     |     |     |     |
| Devl Program Mgmt Information System (PMIS)               |     |     |     |     |     |     |     |     |     |     |     |     |
| <b>Program Controls</b>                                   |     |     |     |     |     |     |     |     |     |     |     |     |
| Define Program Reporting Needs / Develop Reporting System |     |     |     |     |     |     |     |     |     |     |     |     |
| Develop Policies & Procedures                             |     |     |     |     |     |     |     |     |     |     |     |     |
| Validate Financial Controls / Integrate with PMIS         |     |     |     |     |     |     |     |     |     |     |     |     |
| Establish Project Management Plan                         |     |     |     |     |     |     |     |     |     |     |     |     |
| Establish Accounting Processes                            |     |     |     |     |     |     |     |     |     |     |     |     |
| Establish Document Control Processes                      |     |     |     |     |     |     |     |     |     |     |     |     |
| <b>Design Management</b>                                  |     |     |     |     |     |     |     |     |     |     |     |     |
| Manage Review Process: Design, VE, Constructability       |     |     |     |     |     |     |     |     |     |     |     |     |
| Manage CEQA & Environmental Review Process                |     |     |     |     |     |     |     |     |     |     |     |     |
| Manage CDE & OPSC Compliance & Submittal Process          |     |     |     |     |     |     |     |     |     |     |     |     |
| Manage DSA Submittal / Approval Process                   |     |     |     |     |     |     |     |     |     |     |     |     |
| <b>Bid &amp; Award</b>                                    |     |     |     |     |     |     |     |     |     |     |     |     |
| Manage Pre-Qualification Process                          |     |     |     |     |     |     |     |     |     |     |     |     |
| Manage Advertisement, Bid, & Award Process                |     |     |     |     |     |     |     |     |     |     |     |     |
| <b>Construction Management</b>                            |     |     |     |     |     |     |     |     |     |     |     |     |
| Schedule / Budget Oversight                               |     |     |     |     |     |     |     |     |     |     |     |     |
| Invoice / Change Process Management                       |     |     |     |     |     |     |     |     |     |     |     |     |
| Commissioning / Substantial Completion Oversight          |     |     |     |     |     |     |     |     |     |     |     |     |
| Project Closeout  |     |     |     |     |     |     |     |     |     |     |     |     |
| Closeout Documents / DSA Certification                    |     |     |     |     |     |     |     |     |     |     |     |     |
| Manage Warranty / Period                                  |     |     |     |     |     |     |     |     |     |     |     |     |
| Program Closeout  |     |     |     |     |     |     |     |     |     |     |     |     |
| Final Audits / Archive Project Documents                  |     |     |     |     |     |     |     |     |     |     |     |     |









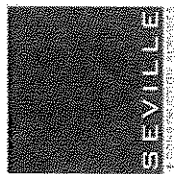


Colton Joint Unified School District  
 Program Management Services  
 Bond Program Projects Evaluation  
 Program Budget: \$177,000,000

Seville Construction Services -  
 Staff Planning / Fee Schedule  
 Letter of Authorization No. 1;  
 Bond Program Evaluation

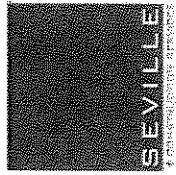


| ESTIMATED LABOR FEE                              | 2009 (Fee) |     |     |     |     |     |     |     |     |     |     |           |           |
|--|------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----------|-----------|
|  | Jan        | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec       |           |
| Principal In Charge                              |            |     |     |     |     |     |     |     |     |     |     | 3,500.00  | 3,500.00  |
| Program Manager                                  |            |     |     |     |     |     |     |     |     |     |     | 13,695.00 | 13,695.00 |
| Director of Construction / Pre-Construction      |            |     |     |     |     |     |     |     |     |     |     | 12,865.00 | 12,865.00 |
| Design Manager                                   |            |     |     |     |     |     |     |     |     |     |     | 12,035.00 | 12,035.00 |
| Program Controls Manager                         |            |     |     |     |     |     |     |     |     |     |     | 13,280.00 | 13,280.00 |
| Contracts / Financial Manager                    |            |     |     |     |     |     |     |     |     |     |     |           |           |
| Projects Control Engineer / Scheduler            |            |     |     |     |     |     |     |     |     |     |     |           |           |
| Office Manager (Doc Control Mgr / Acctg Support) |            |     |     |     |     |     |     |     |     |     |     | 9,130.00  | 9,130.00  |
| IT Manager                                       |            |     |     |     |     |     |     |     |     |     |     | 7,885.00  | 7,885.00  |
| Sr Project Manager                               |            |     |     |     |     |     |     |     |     |     |     |           |           |
| Project Engineer                                 |            |     |     |     |     |     |     |     |     |     |     |           |           |
|  |            |     |     |     |     |     |     |     |     |     |     |           |           |
|  |            |     |     |     |     |     |     |     |     |     |     |           |           |
|  |            |     |     |     |     |     |     |     |     |     |     |           |           |
|  |            |     |     |     |     |     |     |     |     |     |     |           |           |
|  |            |     |     |     |     |     |     |     |     |     |     |           |           |
|  |            |     |     |     |     |     |     |     |     |     |     |           |           |
|  |            |     |     |     |     |     |     |     |     |     |     |           |           |
|  |            |     |     |     |     |     |     |     |     |     |     |           |           |
|  |            |     |     |     |     |     |     |     |     |     |     |           |           |
|  |            |     |     |     |     |     |     |     |     |     |     |           |           |
|  |            |     |     |     |     |     |     |     |     |     |     |           |           |
|  |            |     |     |     |     |     |     |     |     |     |     |           |           |
|  |            |     |     |     |     |     |     |     |     |     |     |           |           |
|  |            |     |     |     |     |     |     |     |     |     |     |           |           |
| Total Labor Fee                                  |            |     |     |     |     |     |     |     |     |     |     | 72,390.00 | 72,390.00 |
| Yearly Total Labor Fee                           |            |     |     |     |     |     |     |     |     |     |     |           | \$217,170 |

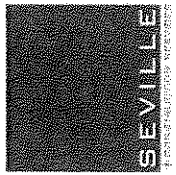


13 14 15 16 17 18 19 20 21 22 23 24

| ESTIMATED LABOR FEE                              | 2010 (Fees) | Jan       | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec      |
|--|-------------|-----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|----------|
| Principal in Charge                              | 1,802.50    |           |     |     |     |     |     |     |     |     |     |     |          |
| Program Manager                                  | 6,967.86    |           |     |     |     |     |     |     |     |     |     |     |          |
| Director of Construction / Pre-Construction      | 6,546.65    |           |     |     |     |     |     |     |     |     |     |     |          |
| Design Manager                                   | 5,123.35    |           |     |     |     |     |     |     |     |     |     |     |          |
| Program Controls Manager                         | 6,766.80    |           |     |     |     |     |     |     |     |     |     |     |          |
| Contracts / Financial Manager                    |             |           |     |     |     |     |     |     |     |     |     |     |          |
| Projects Control Engineer / Scheduler            | 4,646.90    |           |     |     |     |     |     |     |     |     |     |     |          |
| Office Manager (Doc Control Mgr / Acctg Support) | 4,074.85    |           |     |     |     |     |     |     |     |     |     |     |          |
| IT Manager                                       |             |           |     |     |     |     |     |     |     |     |     |     |          |
| Sr Project Manager                               |             |           |     |     |     |     |     |     |     |     |     |     |          |
| Project Engineer                                 |             |           |     |     |     |     |     |     |     |     |     |     |          |
|  |             |           |     |     |     |     |     |     |     |     |     |     |          |
|  |             |           |     |     |     |     |     |     |     |     |     |     |          |
|  |             |           |     |     |     |     |     |     |     |     |     |     |          |
|  |             |           |     |     |     |     |     |     |     |     |     |     |          |
|  |             |           |     |     |     |     |     |     |     |     |     |     |          |
|  |             |           |     |     |     |     |     |     |     |     |     |     |          |
|  |             |           |     |     |     |     |     |     |     |     |     |     |          |
|  |             |           |     |     |     |     |     |     |     |     |     |     |          |
|  |             |           |     |     |     |     |     |     |     |     |     |     |          |
|  |             |           |     |     |     |     |     |     |     |     |     |     |          |
|  |             |           |     |     |     |     |     |     |     |     |     |     |          |
|  |             |           |     |     |     |     |     |     |     |     |     |     |          |
|  |             |           |     |     |     |     |     |     |     |     |     |     |          |
|  |             |           |     |     |     |     |     |     |     |     |     |     |          |
|  |             |           |     |     |     |     |     |     |     |     |     |     |          |
| Total Labor Fee                                  |             | 36,855.40 |     |     |     |     |     |     |     |     |     |     |          |
| Yearly Total Labor Fee                           |             |           |     |     |     |     |     |     |     |     |     |     | \$36,855 |



| ESTIMATED LABOR FEE                              |     |     |     |     |     |     |     |     |     |     |     | 2011 (Fees) |   |   |   |   |   |   |   |   |   |   |   | TOTAL |   |   |   |   |   |   |   |   |           |           |   |           |
|--|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|---|---|---|---|---|---|---|---|---|---|---|-------|---|---|---|---|---|---|---|---|-----------|-----------|---|-----------|
|  | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec         |   |   |   |   |   |   |   |   |   |   |   |       |   |   |   |   |   |   |   |   |           |           |   |           |
| Principal in Charge                              | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -           | - | - | - | - | - | - | - | - | - | - | - | -     | - | - | - | - | - | - | - | - | 12,302.50 |           |   |           |
| Program Manager                                  | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -           | - | - | - | - | - | - | - | - | - | - | - | -     | - | - | - | - | - | - | - | - | 48,092.25 |           |   |           |
| Director of Construction / Pre-Construction      | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -           | - | - | - | - | - | - | - | - | - | - | - | -     | - | - | - | - | - | - | - | - | 45,140.85 |           |   |           |
| Design Manager                                   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -           | - | - | - | - | - | - | - | - | - | - | - | -     | - | - | - | - | - | - | - | - | 42,228.35 |           |   |           |
| Program Controls Manager                         | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -           | - | - | - | - | - | - | - | - | - | - | - | -     | - | - | - | - | - | - | - | - | 48,596.00 |           |   |           |
| Contracts / Financial Manager                    | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -           | - | - | - | - | - | - | - | - | - | - | - | -     | - | - | - | - | - | - | - | - | -         | -         |   |           |
| Projects Control Engineer / Scheduler            | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -           | - | - | - | - | - | - | - | - | - | - | - | -     | - | - | - | - | - | - | - | - | -         | -         |   |           |
| Office Manager (Doc Control Mgr / Acctg Support) | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -           | - | - | - | - | - | - | - | - | - | - | - | -     | - | - | - | - | - | - | - | - | -         | 32,035.30 |   |           |
| IT Manager                                       | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -           | - | - | - | - | - | - | - | - | - | - | - | -     | - | - | - | - | - | - | - | - | -         | 27,666.85 |   |           |
| Sr Project Manager                               | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -           | - | - | - | - | - | - | - | - | - | - | - | -     | - | - | - | - | - | - | - | - | -         | -         |   |           |
| Project Engineer                                 | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -           | - | - | - | - | - | - | - | - | - | - | - | -     | - | - | - | - | - | - | - | - | -         | -         |   |           |
|  | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -           | - | - | - | - | - | - | - | - | - | - | - | -     | - | - | - | - | - | - | - | - | -         | -         |   |           |
|  | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -           | - | - | - | - | - | - | - | - | - | - | - | -     | - | - | - | - | - | - | - | - | -         | -         |   |           |
|  | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -           | - | - | - | - | - | - | - | - | - | - | - | -     | - | - | - | - | - | - | - | - | -         | -         | - |           |
|  | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -           | - | - | - | - | - | - | - | - | - | - | - | -     | - | - | - | - | - | - | - | - | -         | -         | - |           |
|  | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -           | - | - | - | - | - | - | - | - | - | - | - | -     | - | - | - | - | - | - | - | - | -         | -         | - |           |
|  | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -           | - | - | - | - | - | - | - | - | - | - | - | -     | - | - | - | - | - | - | - | - | -         | -         | - |           |
|  | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -           | - | - | - | - | - | - | - | - | - | - | - | -     | - | - | - | - | - | - | - | - | -         | -         | - |           |
|  | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -           | - | - | - | - | - | - | - | - | - | - | - | -     | - | - | - | - | - | - | - | - | -         | -         | - |           |
|  | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -           | - | - | - | - | - | - | - | - | - | - | - | -     | - | - | - | - | - | - | - | - | -         | -         | - |           |
|  | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -           | - | - | - | - | - | - | - | - | - | - | - | -     | - | - | - | - | - | - | - | - | -         | -         | - |           |
|  | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -           | - | - | - | - | - | - | - | - | - | - | - | -     | - | - | - | - | - | - | - | - | -         | -         | - |           |
| Total Labor Fee                                  | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -           | - | - | - | - | - | - | - | - | - | - | - | -     | - | - | - | - | - | - | - | - | -         | -         | - |           |
| Yearly Total Labor Fee                           | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -           | - | - | - | - | - | - | - | - | - | - | - | -     | - | - | - | - | - | - | - | - | -         | -         | - | \$294,023 |



**Colton Joint Unified School District**  
**Program Management Services**  
**Bond Program Projects Evaluation**  
**Program Budget: \$377,000,000**

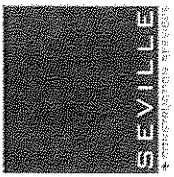
**Seville Construction Services -**  
**Staff Planning / Fee Schedule**  
**Letter of Authorization No. 1;**  
**Bond Program Evaluation**

Schedule Legend



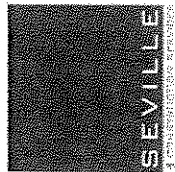
| ESTIMATED REIMBURSABLE EXPENSES (allowance)  | 2009 (Reimbursable) |     |     |     |     |     |     |     |     |     |     |                |
|--|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|----------------|
|  | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec            |
| Professional Insurance                       |                     |     |     |     |     |     |     |     |     |     |     |                |
| Postage, Messenger, Express Mail             |                     |     |     |     |     |     |     |     |     |     |     |                |
| Office Lease (allowance)                     |                     |     |     |     |     |     |     |     |     |     |     |                |
| Reproduction (Draws, CDs, Reports)           |                     |     |     |     |     |     |     |     |     |     | 300 | 300            |
| Blueprinting and Special Reports             |                     |     |     |     |     |     |     |     |     |     | 300 | 300            |
| Office Equipment (Copier) and Furniture      |                     |     |     |     |     |     |     |     |     |     |     |                |
| Office Supplies                              |                     |     |     |     |     |     |     |     |     |     |     |                |
| Computer Equipment & Tech Support            |                     |     |     |     |     |     |     |     |     |     |     |                |
| Office Telephones, fax and Usage             |                     |     |     |     |     |     |     |     |     |     |     |                |
| Cellular Phones                              |                     |     |     |     |     |     |     |     |     |     |     |                |
| Travel, Mileage, Parking and Expenses        |                     |     |     |     |     |     |     |     | 375 |     | 375 | 375            |
| Information Technology (Hardware & Licenses) |                     |     |     |     |     |     |     |     |     |     |     |                |
| Allowance                                    |                     |     |     |     |     |     |     |     |     |     |     |                |
| <b>Total General Condition Costs</b>         |                     |     |     |     |     |     |     |     |     | 375 | 975 | 975            |
| <b>Yearly Total General Conditions Costs</b> |                     |     |     |     |     |     |     |     |     |     |     | <b>\$2,325</b> |

\* Reimbursable expenses shown above are estimates and will be billed to Client based on actual costs plus 5%.  
 \* Specialty consultants will be billed at actual costs plus 5% (estimating, constructability reviews, value engineering, labor compliance, community outreach, etc.)



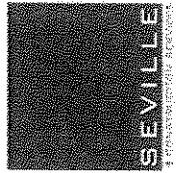
13 14 15 16 17 18 19 20 21 22 23 24

| ESTIMATED REIMBURSABLE EXPENSES (Allowance)  |     | 2010 (Reimburseables) |     |     |     |     |     |     |     |     |     |     |       |
|--|-----|-----------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|
|  |     | Jan                   | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec   |
| General Conditions                           |     |                       |     |     |     |     |     |     |     |     |     |     |       |
| Professional Insurance                       |     |                       |     |     |     |     |     |     |     |     |     |     |       |
| Postage, Messenger, Express Mail             |     |                       |     |     |     |     |     |     |     |     |     |     |       |
| Office Lease (allowance)                     |     |                       |     |     |     |     |     |     |     |     |     |     |       |
| Reproduction (Draws, CD's, Reports)          | 300 |                       |     |     |     |     |     |     |     |     |     |     |       |
| Blueprinting and Special Reports             | 300 |                       |     |     |     |     |     |     |     |     |     |     |       |
| Office Equipment (Copier) and Furniture      |     |                       |     |     |     |     |     |     |     |     |     |     |       |
| Office Supplies                              |     |                       |     |     |     |     |     |     |     |     |     |     |       |
| Computer Equipment & Tech Support            |     |                       |     |     |     |     |     |     |     |     |     |     |       |
| Office Telephones, fax and Usage             |     |                       |     |     |     |     |     |     |     |     |     |     |       |
| Cellular Phones                              |     |                       |     |     |     |     |     |     |     |     |     |     |       |
| Travel, Messag, Parking and Expenses         | 185 |                       |     |     |     |     |     |     |     |     |     |     |       |
| Information Technology (Hardware & Licenses) |     |                       |     |     |     |     |     |     |     |     |     |     |       |
|  |     |                       |     |     |     |     |     |     |     |     |     |     |       |
|  |     |                       |     |     |     |     |     |     |     |     |     |     |       |
|  |     |                       |     |     |     |     |     |     |     |     |     |     |       |
|  |     |                       |     |     |     |     |     |     |     |     |     |     |       |
|  |     |                       |     |     |     |     |     |     |     |     |     |     |       |
|  |     |                       |     |     |     |     |     |     |     |     |     |     |       |
|  |     |                       |     |     |     |     |     |     |     |     |     |     |       |
|  |     |                       |     |     |     |     |     |     |     |     |     |     |       |
|  |     |                       |     |     |     |     |     |     |     |     |     |     |       |
|  |     |                       |     |     |     |     |     |     |     |     |     |     |       |
| Total General Conditions Costs               | 785 |                       |     |     |     |     |     |     |     |     |     |     |       |
| Yearly Total General Conditions Costs        |     |                       |     |     |     |     |     |     |     |     |     |     | \$785 |



|  | 25  | 26  | 27  | 28  | 29  | 30  | 31  | 32  | 33  | 34  | 35  | 36  | Total   |
|--|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|---------|
|  | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |         |
| <b>ESTIMATED REIMBURSABLE EXPENSES (Allowance)</b> |     |     |     |     |     |     |     |     |     |     |     |     |         |
| <b>General Conditions</b>                          |     |     |     |     |     |     |     |     |     |     |     |     |         |
| Professional Insurance                             |     |     |     |     |     |     |     |     |     |     |     |     | \$0     |
| Postage, Messenger, Express Mail                   |     |     |     |     |     |     |     |     |     |     |     |     | \$0     |
| Office Lease (allowance)                           |     |     |     |     |     |     |     |     |     |     |     |     | \$0     |
| Reproduction (Draws, CDs, Reports)                 |     |     |     |     |     |     |     |     |     |     |     |     | \$900   |
| Blueprinting and Special Reports                   |     |     |     |     |     |     |     |     |     |     |     |     | \$900   |
| Office Equipment (Copier) and Furniture            |     |     |     |     |     |     |     |     |     |     |     |     | \$0     |
| Office Supplies                                    |     |     |     |     |     |     |     |     |     |     |     |     | \$0     |
| Computer Equipment & Tech Support                  |     |     |     |     |     |     |     |     |     |     |     |     | \$0     |
| Office Telephones, fax and Usage                   |     |     |     |     |     |     |     |     |     |     |     |     | \$0     |
| Cellular Phones                                    |     |     |     |     |     |     |     |     |     |     |     |     | \$0     |
| Travel, Mileage, Parking and Expenses              |     |     |     |     |     |     |     |     |     |     |     |     | \$1,200 |
| Information Technology (Hardware & Licenses)       |     |     |     |     |     |     |     |     |     |     |     |     | \$0     |
|  |     |     |     |     |     |     |     |     |     |     |     |     | \$0     |
|  |     |     |     |     |     |     |     |     |     |     |     |     | \$0     |
|  |     |     |     |     |     |     |     |     |     |     |     |     | \$0     |
|  |     |     |     |     |     |     |     |     |     |     |     |     | \$0     |
|  |     |     |     |     |     |     |     |     |     |     |     |     | \$0     |
|  |     |     |     |     |     |     |     |     |     |     |     |     | \$0     |
|  |     |     |     |     |     |     |     |     |     |     |     |     | \$0     |
|  |     |     |     |     |     |     |     |     |     |     |     |     | \$0     |
| <b>Total General Condition Costs</b>               |     |     |     |     |     |     |     |     |     |     |     |     | \$3,080 |
| <b>Yearly Total General Conditions Costs</b>       |     |     |     |     |     |     |     |     |     |     |     |     | \$0     |

\$264,023  
 \$3,245  
 \$257,268



**Colton Joint Unified School District**  
**Program Management Services**  
**Bond Program Projects Evaluation**  
**Program Budget \$377,000,000**

Seville Construction Services -  
 Staff Planning / Fee Schedule  
 Letter of Authorization No. 1;  
 Bond Program Evaluation

Schedule Legend



**SCS Billing Rate Schedule: 2009 thru 2013**

| Position   | 2009   | 2010   | 2011   | 2012   | 2013   |
|--|--------|--------|--------|--------|--------|
| Principal in Charge                              | 175.00 | 180.25 | 185.60 | 191.23 | 196.96 |
| Program Manager                                  | 185.00 | 189.95 | 175.05 | 180.30 | 185.71 |
| Director of Construction / Pre-Construction      | 155.00 | 159.85 | 164.44 | 169.37 | 174.45 |
| Design Manager                                   | 145.00 | 149.38 | 153.83 | 158.46 | 163.20 |
| Program Controls Manager                         | 160.00 | 164.80 | 169.74 | 174.84 | 180.08 |
| Contracts / Finance Manager                      | 130.00 | 133.90 | 137.92 | 142.05 | 148.32 |
| Project Controls Engineer / Scheduler            | 110.00 | 113.30 | 116.70 | 120.20 | 123.81 |
| Office Manager (Doc Control Mgr / Acctg Support) | 95.00  | 97.85  | 100.79 | 103.81 | 106.92 |
| IT Manager                                       | 120.00 | 123.60 | 127.31 | 131.13 | 135.08 |
| Sr Program Manager                               | 140.00 | 144.20 | 148.53 | 152.98 | 157.57 |
| Project Engineer                                 | 110.00 | 113.30 | 116.70 | 120.20 | 123.81 |
|  | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   |
|  | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   |
|  | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   |
|  | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   |
|  | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   |
|  | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   |
|  | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   |
|  | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   |
|  | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   |
|  | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   |
|  | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   |
|  | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   |
|  | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   |
|  | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   |

Billing years include a 3% increase per calendar year.

## LETTER OF AUTHORIZATION NO. 2

### **AGREEMENT FOR PROGRAM AND CONSTRUCTION MANAGEMENT SERVICES RELATED TO COLTON JOINT UNIFIED SCHOOL DISTRICT'S CAPITAL IMPROVEMENT PROGRAM**

**WHEREAS**, this Letter of Authorization is made and entered into as of December 11, 2009 by and between the Colton Joint Unified School District ("DISTRICT") and Seville Construction Services, Inc. ("PROGRAM MANAGER"), collectively referred to as "Parties";

**WHEREAS**, this Letter of Authorization shall be considered attached to and incorporated in that certain document dated October 15, 2009, entitled "Agreement for Program and Construction Management Services Related to Colton Joint Unified School District's Capital Improvement Program" ("Agreement") as the Parties desire to identify more detailed and specific services that will be provided pursuant to the terms of the Agreement;

**WHEREAS**, this Letter of Authorization is being executed between the Parties pursuant to specific provisions of the Agreement including, but not limited to, the initial Recitals, Articles 1.1, 3.1 and 5;

**NOW, THEREFORE**, the Parties hereto agree that the services set forth below shall be completed pursuant to the terms and conditions of the Agreement and as set forth below:

**1. Description of Services:** PROGRAM MANAGER shall provide program management services only in accordance with the Agreement for Bloomington High School and Colton High School. Prior to performing such program management services for these schools, PROGRAM MANAGER shall review and evaluate any prior work performed on these Projects provided by the DISTRICT as to minimize or eliminate duplication of services performed in the past.

As specifically requested by the DISTRICT in writing, PROGRAM MANAGER may be providing consultation on specific issues as they arise on Grand Terrace High School.

PROGRAM MANAGER shall not provide any construction management services set forth in the Agreement unless specifically requested in writing by the DISTRICT. PROGRAM MANAGER shall provide a more detailed written scope of services to be provided under this Letter of Authorization for review and approval by the DISTRICT.

**2. Compensation:** Attached hereto as Exhibit "A" is the Fee Proposal for all services to be provided pursuant to this Letter of Authorization. All invoices submitted by the PROGRAM MANAGER shall include a description of the work performed, the person performing the work, time spent for each task and other details reasonably requested by the DISTRICT to support all invoices.



3. **Staffing Plan:** Attached hereto as Exhibit "B" is the Staffing Plan for all personnel that will be providing services pursuant to this Letter of Authorization.

4. **Schedule:** Attached hereto as Exhibit "C" is the Schedule for all services to be provided pursuant to this Letter of Authorization.

The Parties, through their authorized representatives, have executed this Letter of Authorization as of the day and year first written above.

**Seville Construction Services, Inc.**

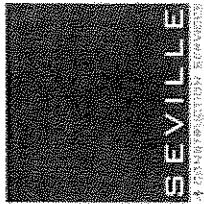
**Colton Joint Unified School District**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



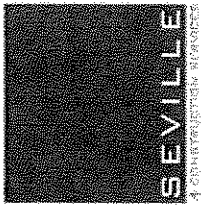
**Colton Joint Unified School District**  
**Program Management Services**  
 Master Planning for Bloomington HS & Colton HS campuses;  
 New Math/Sci Bldgs and Cafeterias for BIS and OHS;  
 New Grand Terrace HS Project; Bond Program Master Planning  
 Program Budget: \$132,300,000

**Seville Construction Services -  
 Staffing Plan / Fee Schedule**  
**Letter of Authorization No. 2;  
 Program Management Services**

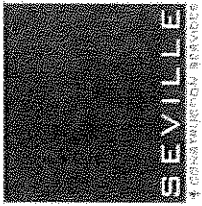
Schedule Legend



|   | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|---|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| <b>SUMMARY PROGRAM SCHEDULE</b>                           |     |     |     |     |     |     |     |     |     |     |     |     |
| Program Management and Planning                           |     |     |     |     |     |     |     |     |     |     |     |     |
| Define Program Needs / Priorities                         |     |     |     |     |     |     |     |     |     |     |     |     |
| Validation of Projects: Status, Scope, Budget, Schd       |     |     |     |     |     |     |     |     |     |     |     |     |
| Develop Program Master Schedule                           |     |     |     |     |     |     |     |     |     |     |     |     |
| Review Existing Site Conditions / Assessment              |     |     |     |     |     |     |     |     |     |     |     |     |
| Validate Program and Project Budgets                      |     |     |     |     |     |     |     |     |     |     |     |     |
| Devl Program Mgmt Information System (PMSI)               |     |     |     |     |     |     |     |     |     |     |     |     |
| Program Controls  |     |     |     |     |     |     |     |     |     |     |     |     |
| Define Program Reporting Needs / Develop Reporting System |     |     |     |     |     |     |     |     |     |     |     |     |
| Develop Policies & Procedures                             |     |     |     |     |     |     |     |     |     |     |     |     |
| Validate Financial Controls / Integrate with PMSI         |     |     |     |     |     |     |     |     |     |     |     |     |
| Establish Project Management Plan                         |     |     |     |     |     |     |     |     |     |     |     |     |
| Establish Accounting Processes                            |     |     |     |     |     |     |     |     |     |     |     |     |
| Establish Document Control Processes                      |     |     |     |     |     |     |     |     |     |     |     |     |
| Design Management   |     |     |     |     |     |     |     |     |     |     |     |     |
| Manage Review Process: Design, VE, Constructability       |     |     |     |     |     |     |     |     |     |     |     |     |
| Manage CEQA & Environmental Review Process                |     |     |     |     |     |     |     |     |     |     |     |     |
| Manage CDE & OPSC Compliance & Submittal Process          |     |     |     |     |     |     |     |     |     |     |     |     |
| Manage DSA Submittal / Approval Process                   |     |     |     |     |     |     |     |     |     |     |     |     |
| Bid & Award   |     |     |     |     |     |     |     |     |     |     |     |     |
| Manage Pre-Qualification Process                          |     |     |     |     |     |     |     |     |     |     |     |     |
| Manage Advertisement, Bid, & Award Process                |     |     |     |     |     |     |     |     |     |     |     |     |
| Construction Management                                   |     |     |     |     |     |     |     |     |     |     |     |     |
| Schedule / Budget Oversight                               |     |     |     |     |     |     |     |     |     |     |     |     |
| Invoice / Change Process Management                       |     |     |     |     |     |     |     |     |     |     |     |     |
| Commissioning / Substantial Completion Oversight          |     |     |     |     |     |     |     |     |     |     |     |     |
| Project Closeout  |     |     |     |     |     |     |     |     |     |     |     |     |
| Closeout Documents / DSA Certification                    |     |     |     |     |     |     |     |     |     |     |     |     |
| Manage Warranty Period                                    |     |     |     |     |     |     |     |     |     |     |     |     |
| Program Closeout  |     |     |     |     |     |     |     |     |     |     |     |     |
| Final Audits / Archive Project Documents                  |     |     |     |     |     |     |     |     |     |     |     |     |

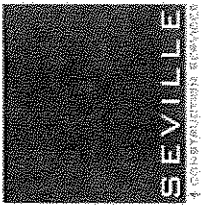


| SUMMARY PROGRAM SCHEDULE                                  |     |     |     |     |     |     |     |     |     |     |     |     |
|---|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
|   | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
| Program Management and Planning                           |     |     |     |     |     |     |     |     |     |     |     |     |
| Define Program Needs / Priorities                         |     |     |     |     |     |     |     |     |     |     |     |     |
| Validation of Projects, Status, Scope, Budget, Sched      |     |     |     |     |     |     |     |     |     |     |     |     |
| Develop Program Master Schedule                           |     |     |     |     |     |     |     |     |     |     |     |     |
| Review Existing Site Conditions / Assessment              |     |     |     |     |     |     |     |     |     |     |     |     |
| Validate Program and Project Budgets                      |     |     |     |     |     |     |     |     |     |     |     |     |
| Dev Program Mgmt Information System (PMSI)                |     |     |     |     |     |     |     |     |     |     |     |     |
| Program Controls  |     |     |     |     |     |     |     |     |     |     |     |     |
| Define Program Reporting Needs / Develop Reporting System |     |     |     |     |     |     |     |     |     |     |     |     |
| Develop Policies & Procedures                             |     |     |     |     |     |     |     |     |     |     |     |     |
| Validate Financial Controls / Integrate with PMSI         |     |     |     |     |     |     |     |     |     |     |     |     |
| Establish Project Management Plan                         |     |     |     |     |     |     |     |     |     |     |     |     |
| Establish Accounting Processes                            |     |     |     |     |     |     |     |     |     |     |     |     |
| Establish Document Control Processes                      |     |     |     |     |     |     |     |     |     |     |     |     |
| Design Management   |     |     |     |     |     |     |     |     |     |     |     |     |
| Manage Review Process: Design, VE, Constructability       |     |     |     |     |     |     |     |     |     |     |     |     |
| Manage CEQA & Environmental Review Process                |     |     |     |     |     |     |     |     |     |     |     |     |
| Manage CDE & OPSC Compliance & Submittal Process          |     |     |     |     |     |     |     |     |     |     |     |     |
| Manage DSA Submittal / Approval Process                   |     |     |     |     |     |     |     |     |     |     |     |     |
| Bid & Award   |     |     |     |     |     |     |     |     |     |     |     |     |
| Manage Pre-Qualification Process                          |     |     |     |     |     |     |     |     |     |     |     |     |
| Manage Advertisement, Bid, & Award Process                |     |     |     |     |     |     |     |     |     |     |     |     |
| Construction Management                                   |     |     |     |     |     |     |     |     |     |     |     |     |
| Schedule / Budget Oversight                               |     |     |     |     |     |     |     |     |     |     |     |     |
| Invoice / Change Process Management                       |     |     |     |     |     |     |     |     |     |     |     |     |
| Commissioning / Substantial Completion Oversight          |     |     |     |     |     |     |     |     |     |     |     |     |
| Project Closeout  |     |     |     |     |     |     |     |     |     |     |     |     |
| Closeout Documents / DSA Certification                    |     |     |     |     |     |     |     |     |     |     |     |     |
| Manage Warranty Period                                    |     |     |     |     |     |     |     |     |     |     |     |     |
| Program Closeout  |     |     |     |     |     |     |     |     |     |     |     |     |
| Final Audits / Archive Project Documents                  |     |     |     |     |     |     |     |     |     |     |     |     |



|   | 25  | 26  | 27  | 28  | 29  | 30  | 31  | 32  | 33  | 34  | 35  | 36  |
|---|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
|   | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
| <b>SUMMARY PROGRAM SCHEDULE</b>                           |     |     |     |     |     |     |     |     |     |     |     |     |
| <b>Program Management and Planning</b>                    |     |     |     |     |     |     |     |     |     |     |     |     |
| Define Program Needs / Priorities                         |     |     |     |     |     |     |     |     |     |     |     |     |
| Validation of Projects: Status, Scope, Budget, Sched      |     |     |     |     |     |     |     |     |     |     |     |     |
| Develop Program Master Schedule                           |     |     |     |     |     |     |     |     |     |     |     |     |
| Review Existing Site Conditions / Assessment              |     |     |     |     |     |     |     |     |     |     |     |     |
| Validate Program and Project Budgets                      |     |     |     |     |     |     |     |     |     |     |     |     |
| Dev'l Program Mgmt Information System (PMSI)              |     |     |     |     |     |     |     |     |     |     |     |     |
| <b>Program Controls</b>                                   |     |     |     |     |     |     |     |     |     |     |     |     |
| Define Program Reporting Needs / Develop Reporting System |     |     |     |     |     |     |     |     |     |     |     |     |
| Develop Policies & Procedures                             |     |     |     |     |     |     |     |     |     |     |     |     |
| Validate Financial Controls / Integrate with PMSI         |     |     |     |     |     |     |     |     |     |     |     |     |
| Establish Project Management Plan                         |     |     |     |     |     |     |     |     |     |     |     |     |
| Establish Accounting Processes                            |     |     |     |     |     |     |     |     |     |     |     |     |
| Establish Document Control Processes                      |     |     |     |     |     |     |     |     |     |     |     |     |
| <b>Design Management</b>                                  |     |     |     |     |     |     |     |     |     |     |     |     |
| Manage Review Process: Design, VE, Constructability       |     |     |     |     |     |     |     |     |     |     |     |     |
| Manage CEQA & Environmental Review Process                |     |     |     |     |     |     |     |     |     |     |     |     |
| Manage ODE & OPSC Compliance & Submittal Process          |     |     |     |     |     |     |     |     |     |     |     |     |
| Manage DSA Submittal / Approval Process                   |     |     |     |     |     |     |     |     |     |     |     |     |
| <b>Bid &amp; Award</b>                                    |     |     |     |     |     |     |     |     |     |     |     |     |
| Manage Pre-Qualification Process                          |     |     |     |     |     |     |     |     |     |     |     |     |
| Manage Advertisement, Bld, & Award Process                |     |     |     |     |     |     |     |     |     |     |     |     |
| <b>Construction Management</b>                            |     |     |     |     |     |     |     |     |     |     |     |     |
| Schedule / Budget Oversight                               |     |     |     |     |     |     |     |     |     |     |     |     |
| Invoice / Change Process Management                       |     |     |     |     |     |     |     |     |     |     |     |     |
| Commissioning / Substantial Completion Oversight          |     |     |     |     |     |     |     |     |     |     |     |     |
| <b>Project Closeout</b>                                   |     |     |     |     |     |     |     |     |     |     |     |     |
| Closeout Documents / DSA Certification                    |     |     |     |     |     |     |     |     |     |     |     |     |
| Manage Warranty Period                                    |     |     |     |     |     |     |     |     |     |     |     |     |
| <b>Program Closeout</b>                                   |     |     |     |     |     |     |     |     |     |     |     |     |
| Final Audits / Archive Project Documents                  |     |     |     |     |     |     |     |     |     |     |     |     |



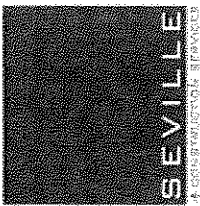


| ESTIMATED LABOR HOURS                            |       |       |       |       |       |       |       |       |       |       |       |       |
|--|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
|  | Jan   | Feb   | Mar   | Apr   | May   | Jun   | Jul   | Aug   | Sep   | Oct   | Nov   | Dec   |
|  | 20    | 20    | 20    | 20    | 20    | 20    | 20    | 10    | 10    | 10    | 10    | 10    |
| Principal in Charge                              | 124   | 165   | 165   | 165   | 165   | 165   | 165   | 165   | 165   | 165   | 165   | 165   |
| Program Manager                                  | 124   | 165   | 165   | 165   | 165   | 165   | 165   | 165   | 165   | 165   | 165   | 165   |
| Director of Construction / Pre-Construction      | 124   | 165   | 165   | 165   | 165   | 165   | 165   | 165   | 165   | 165   | 165   | 165   |
| Design Manager                                   | 124   | 165   | 165   | 165   | 165   | 165   | 165   | 165   | 165   | 165   | 165   | 165   |
| Program Controls Manager                         | 124   | 165   | 165   | 165   | 165   | 165   | 165   | 165   | 165   | 165   | 165   | 165   |
| Contracts / Financial Manager                    | 165   | 165   | 165   | 165   | 165   | 165   | 165   | 165   | 165   | 165   | 165   | 165   |
| Projects Control Engineer / Scheduler            | 124   | 165   | 165   | 165   | 165   | 165   | 165   | 165   | 165   | 165   | 165   | 165   |
| Office Manager (Doc Control Mgr / Accl. Support) | 124   | 165   | 165   | 165   | 165   | 165   | 165   | 165   | 165   | 165   | 165   | 165   |
| IT Manager                                       | 40    | 40    | 40    | 40    | 40    | 40    | 40    | 40    | 40    | 40    | 40    | 40    |
| Sr Project Manager                               |       |       |       |       |       |       |       |       |       |       |       |       |
| Project Engineer                                 | 165   | 165   | 165   | 165   | 165   | 165   | 165   | 165   | 165   | 165   | 165   | 165   |
|  |       |       |       |       |       |       |       |       |       |       |       |       |
|  |       |       |       |       |       |       |       |       |       |       |       |       |
|  |       |       |       |       |       |       |       |       |       |       |       |       |
|  |       |       |       |       |       |       |       |       |       |       |       |       |
|  |       |       |       |       |       |       |       |       |       |       |       |       |
|  |       |       |       |       |       |       |       |       |       |       |       |       |
|  |       |       |       |       |       |       |       |       |       |       |       |       |
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|  |       |       |       |       |       |       |       |       |       |       |       |       |
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|  |       |       |       |       |       |       |       |       |       |       |       |       |
|  |       |       |       |       |       |       |       |       |       |       |       |       |
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|  |       |       |       |       |       |       |       |       |       |       |       |       |
|  |       |       |       |       |       |       |       |       |       |       |       |       |
| <b>Total Labor Hours</b>                         | 1,134 | 1,380 | 1,348 | 1,348 | 1,348 | 1,348 | 1,338 | 1,338 | 1,338 | 1,173 | 1,173 | 1,173 |
| <b>FTE</b>                                       | 6.9   | 8.4   | 8.2   | 8.2   | 8.2   | 8.2   | 8.1   | 8.1   | 8.1   | 7.1   | 7.1   | 7.1   |



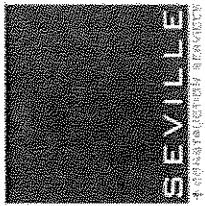






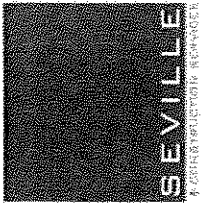
13      14      15      16      17      18      19      20      21      22      23      24

|  |            | 2010 (Est) |            |            |            |            |             |            |            |            |            |            |            |
|--|------------|------------|------------|------------|------------|------------|-------------|------------|------------|------------|------------|------------|------------|
|  |            | Jan        | Feb        | Mar        | Apr        | May        | Jun         | Jul        | Aug        | Sep        | Oct        | Nov        | Dec        |
| <b>ESTIMATED LABOR FEE</b>                       |            |            |            |            |            |            |             |            |            |            |            |            |            |
| Principal in Charge                              | 3,605.00   | 3,605.00   | 3,605.00   | 3,605.00   | 3,605.00   | 3,605.00   | 3,605.00    | 3,605.00   | 3,605.00   | 3,605.00   | 3,605.00   | 3,605.00   | 3,605.00   |
| Program Manager                                  | 21,073.80  | 28,041.75  | 28,041.75  | 28,041.75  | 28,041.75  | 28,041.75  | 28,041.75   | 28,041.75  | 28,041.75  | 28,041.75  | 28,041.75  | 28,041.75  | 28,041.75  |
| Director of Construction / Pre-Construction      | 19,739.60  | 28,342.25  | 28,342.25  | 28,342.25  | 28,342.25  | 28,342.25  | 28,342.25   | 28,342.25  | 28,342.25  | 28,342.25  | 28,342.25  | 28,342.25  | 28,342.25  |
| Design Manager                                   | 18,879.40  | 24,842.75  | 24,842.75  | 24,842.75  | 24,842.75  | 24,842.75  | 24,842.75   | 24,842.75  | 24,842.75  | 24,842.75  | 24,842.75  | 24,842.75  | 24,842.75  |
| Program Controls Manager                         | 20,435.20  | 27,192.00  | 27,192.00  | 27,192.00  | 27,192.00  | 27,192.00  | 27,192.00   | 27,192.00  | 27,192.00  | 27,192.00  | 27,192.00  | 27,192.00  | 27,192.00  |
| Contracts / Financial Manager                    | 22,083.50  | 22,083.50  | 22,083.50  | 22,083.50  | 22,083.50  | 22,083.50  | 22,083.50   | 22,083.50  | 22,083.50  | 22,083.50  | 22,083.50  | 22,083.50  | 22,083.50  |
| Projects Control Engineer / Scheduler            | 14,049.20  | 18,694.50  | 18,694.50  | 18,694.50  | 18,694.50  | 18,694.50  | 18,694.50   | 18,694.50  | 18,694.50  | 18,694.50  | 18,694.50  | 18,694.50  | 18,694.50  |
| Office Manager (Doc Control Mgr / Accig Support) | 12,133.40  | 16,145.25  | 16,145.25  | 16,145.25  | 16,145.25  | 16,145.25  | 16,145.25   | 16,145.25  | 16,145.25  | 16,145.25  | 16,145.25  | 16,145.25  | 16,145.25  |
| IT Manager                                       | 4,944.00   | 988.80     | 988.80     | 988.80     | 988.80     | 988.80     | 988.80      | 988.80     | 988.80     | 988.80     | 988.80     | 988.80     | 988.80     |
| <b>Sr Project Manager</b>                        |            |            |            |            |            |            |             |            |            |            |            |            |            |
| <b>Project Engineer</b>                          | 18,694.50  | 18,694.50  | 18,694.50  | 18,694.50  | 18,694.50  | 18,694.50  | 18,694.50   | 18,694.50  | 18,694.50  | 18,694.50  | 18,694.50  | 18,694.50  | 18,694.50  |
|  |            |            |            |            |            |            |             |            |            |            |            |            |            |
|  |            |            |            |            |            |            |             |            |            |            |            |            |            |
|  |            |            |            |            |            |            |             |            |            |            |            |            |            |
|  |            |            |            |            |            |            |             |            |            |            |            |            |            |
|  |            |            |            |            |            |            |             |            |            |            |            |            |            |
|  |            |            |            |            |            |            |             |            |            |            |            |            |            |
|  |            |            |            |            |            |            |             |            |            |            |            |            |            |
|  |            |            |            |            |            |            |             |            |            |            |            |            |            |
|  |            |            |            |            |            |            |             |            |            |            |            |            |            |
|  |            |            |            |            |            |            |             |            |            |            |            |            |            |
|  |            |            |            |            |            |            |             |            |            |            |            |            |            |
|  |            |            |            |            |            |            |             |            |            |            |            |            |            |
|  |            |            |            |            |            |            |             |            |            |            |            |            |            |
|  |            |            |            |            |            |            |             |            |            |            |            |            |            |
|  |            |            |            |            |            |            |             |            |            |            |            |            |            |
|  |            |            |            |            |            |            |             |            |            |            |            |            |            |
|  |            |            |            |            |            |            |             |            |            |            |            |            |            |
|  |            |            |            |            |            |            |             |            |            |            |            |            |            |
|  |            |            |            |            |            |            |             |            |            |            |            |            |            |
|  |            |            |            |            |            |            |             |            |            |            |            |            |            |
|  |            |            |            |            |            |            |             |            |            |            |            |            |            |
|  |            |            |            |            |            |            |             |            |            |            |            |            |            |
|  |            |            |            |            |            |            |             |            |            |            |            |            |            |
|  |            |            |            |            |            |            |             |            |            |            |            |            |            |
| <b>Total Labor Fee</b>                           | 155,344.60 | 190,395.50 | 186,440.30 | 186,440.30 | 186,440.30 | 186,440.30 | 186,440.30  | 186,637.80 | 184,637.80 | 184,637.80 | 182,544.30 | 182,544.30 | 182,544.30 |
| <b>Yearly Total Labor Fee</b>                    |            |            |            |            |            |            | \$2,133,048 |            |            |            |            |            |            |



25      26      27      28      29      30      31      32      33      34      35      36

| ESTIMATED LABOR FEE                              | 2011 (Fees) |            |            |            |            |            |            |            |            |            |            |     |             |
|--|-------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|-----|-------------|
|  | Jan         | Feb        | Mar        | Apr        | May        | Jun        | Jul        | Aug        | Sep        | Oct        | Nov        | Dec | TOTAL       |
| Principal In Charge                              | 1,856.58    | 1,856.58   | 1,856.58   | 1,856.58   | 1,856.58   | 1,856.58   | 1,856.58   | 1,856.58   | 1,856.58   | 1,856.58   | 1,856.58   | -   | 81,510.75   |
| Program Manager                                  | 28,883.00   | 28,883.00  | 28,883.00  | 28,883.00  | 28,883.00  | 28,883.00  | 28,883.00  | 28,883.00  | 28,883.00  | 28,883.00  | 28,883.00  | -   | 688,048.00  |
| Director of Construction / Pre-Construction      | 27,132.52   | 27,132.52  | 27,132.52  | 27,132.52  | 27,132.52  | 27,132.52  | 27,132.52  | 27,132.52  | 27,132.52  | 27,132.52  | 27,132.52  | -   | 619,481.53  |
| Design Manager                                   | 25,382.03   | 25,382.03  | 25,382.03  | 25,382.03  | 25,382.03  | 25,382.03  | 25,382.03  | 25,382.03  | 25,382.03  | 25,382.03  | 25,382.03  | -   | 579,514.98  |
| Program Controls Manager                         | 28,007.76   | 28,007.76  | 28,007.76  | 28,007.76  | 28,007.76  | 28,007.76  | 28,007.76  | 28,007.76  | 28,007.76  | 28,007.76  | 28,007.76  | -   | 645,864.80  |
| Contracts / Financial Manager                    | -           | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -   | 198,841.50  |
| Projects Control Engineer / Scheduler            | 19,255.34   | 19,255.34  | 19,255.34  | 19,255.34  | 19,255.34  | 19,255.34  | 19,255.34  | 19,255.34  | 19,255.34  | 19,255.34  | 19,255.34  | -   | 439,632.05  |
| Office Manager (Doc Control Mgr / Arcis Support) | 18,629.61   | 18,629.61  | 18,629.61  | 18,629.61  | 18,629.61  | 18,629.61  | 18,629.61  | 18,629.61  | 18,629.61  | 18,629.61  | 18,629.61  | -   | 382,722.23  |
| IT Manager                                       | 1,018.46    | 1,018.46   | 1,018.46   | 1,018.46   | 1,018.46   | 1,018.46   | 1,018.46   | 1,018.46   | 1,018.46   | 1,018.46   | 1,018.46   | -   | 44,360.84   |
| Sr Project Manager                               | -           | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -   | -           |
| Project Engineer                                 | 19,255.34   | 19,255.34  | 19,255.34  | 19,255.34  | 19,255.34  | 19,255.34  | 19,255.34  | 19,255.34  | 19,255.34  | 19,255.34  | 19,255.34  | -   | 482,317.35  |
|  | -           | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -   | -           |
|  | -           | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -   | -           |
|  | -           | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -   | -           |
|  | -           | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -   | -           |
|  | -           | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -   | -           |
|  | -           | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -   | -           |
|  | -           | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -   | -           |
|  | -           | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -   | -           |
|  | -           | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -   | -           |
|  | -           | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -   | -           |
|  | -           | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -   | -           |
|  | -           | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -   | -           |
|  | -           | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -   | -           |
|  | -           | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -   | -           |
|  | -           | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -   | -           |
|  | -           | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -   | -           |
|  | -           | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -   | -           |
|  | -           | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -   | -           |
|  | -           | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -   | -           |
|  | -           | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -   | -           |
|  | -           | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -   | -           |
|  | -           | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -   | -           |
|  | -           | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -   | -           |
| Total Labor Fee                                  | 167,420.63  | 167,420.63 | 167,420.63 | 167,420.63 | 167,420.63 | 167,420.63 | 167,420.63 | 167,420.63 | 167,420.63 | 167,420.63 | 167,420.63 | -   | \$4,100,294 |
| Yearly Total Labor Fee                           |             |            |            |            |            |            |            |            |            |            |            |     | \$1,674,206 |



**Colton Joint Unified School District**  
**Program Management Services**  
 Master Planning for Bloomington HS & Colton HS campuses;  
 New Math/Sci Bldgs. and Cafeteria for BHS and CHS;  
 New Grand Terrace HS Project; Bond Program Master Planning  
 Program Budget: \$132,300,000

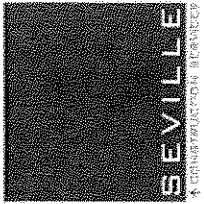
**Seville Construction Services -  
 Staffing Plan / Fee Schedule**  
**Letter of Authorization No. 2;  
 Program Management Services**

Schedule Legend



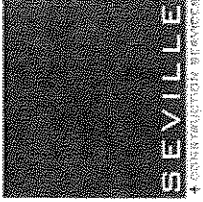
| ESTIMATED REIMBURSABLE EXPENSES (Allowance)  | 2009 (Reimbursable) |     |     |     |     |     |     |     |     |        |        |           |
|--|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|--------|--------|-----------|
|  | Jan                 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct    | Nov    | Dec       |
| Professional Insurance                       |                     |     |     |     |     |     |     |     |     |        | 475    | 475       |
| Postage, Messenger, Express Mail             |                     |     |     |     |     |     |     |     |     |        | 850    | 850       |
| Office Lease (allowance)                     |                     |     |     |     |     |     |     |     |     | 30,000 | 3,000  | 3,000     |
| Reproduction (Draws, CDs, Reports)           |                     |     |     |     |     |     |     |     |     |        | 350    | 500       |
| Blueprinting and Special Reports             |                     |     |     |     |     |     |     |     |     |        | 200    | 250       |
| Public Notices                               |                     |     |     |     |     |     |     |     |     |        |        |           |
| Office Equipment (Copier) and Furniture      |                     |     |     |     |     |     |     |     |     | 32,000 | 250    | 250       |
| Office Supplies                              |                     |     |     |     |     |     |     |     |     | 420    | 420    | 325       |
| Computer Equipment & Tech Support            |                     |     |     |     |     |     |     |     |     | 19,500 | 5,200  | 450       |
| Office Telephones, fax and Usage             |                     |     |     |     |     |     |     |     |     | 5,000  | 1,000  | 1,000     |
| Cellular Phones                              |                     |     |     |     |     |     |     |     |     | 1,490  | 1,490  | 1,490     |
| Security                                     |                     |     |     |     |     |     |     |     |     | 150    | 150    | 150       |
| Travel, Mileage, Parking and Expenses        |                     |     |     |     |     |     |     |     |     | 600    | 600    | 600       |
| Safety Equipment for PM Staff Only           |                     |     |     |     |     |     |     |     |     | 5,000  |        |           |
| Information Technology (Hardware & Licenses) |                     |     |     |     |     |     |     |     |     |        | 50,000 | 25,000    |
| Allowances                                   |                     |     |     |     |     |     |     |     |     |        |        |           |
| <b>Total General Condition Costs</b>         |                     |     |     |     |     |     |     |     |     | 85,635 | 64,185 | 34,380    |
| <b>Yearly Total General Conditions Costs</b> |                     |     |     |     |     |     |     |     |     |        |        | \$194,210 |

\* Reimbursable expenses shown above are estimate and will be billed to Client based on actual costs plus 5%.  
 \* Specialty consultants will be billed at actual costs plus 5% (estimating, constructability reviews, value engineering, labor compliance, community outreach, etc.)



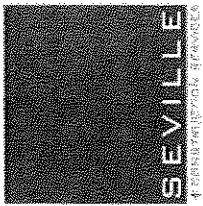
13 14 15 16 17 18 19 20 21 22 23 24

| General Conditions                           | 2010 (Reimbursable) |               |               |               |               |               |               |               |               |               |              |              |
|--|---------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|--------------|--------------|
|  | Jan                 | Feb           | Mar           | Apr           | May           | Jun           | Jul           | Aug           | Sep           | Oct           | Nov          | Dec          |
| Professional Insurance                       | 475                 | 475           | 475           | 475           | 475           | 475           | 475           | 475           | 475           | 475           | 475          | 475          |
| Postage, Messenger, Express Mail             | 850                 | 850           | 850           | 850           | 850           | 850           | 850           | 850           | 850           | 850           | 850          | 850          |
| Office Lease (allowance)                     | 3,000               | 3,000         | 3,000         | 3,000         | 3,000         | 3,000         | 3,000         | 3,000         | 3,000         | 3,000         | 3,000        | 3,000        |
| Reproduction (Draws, CD's, Reports)          | 850                 | 850           | 850           | 850           | 850           | 850           | 850           | 850           | 850           | 850           | 850          | 850          |
| Blueprinting and Special Reports             | 450                 | 450           | 450           | 450           | 450           | 450           | 450           | 450           | 450           | 450           | 450          | 450          |
| Public Notices                               | 350                 | 350           | 350           | 350           | 350           | 350           | 350           | 350           | 350           | 350           | 350          | 350          |
| Office Equipment (Copier) and Furniture      | 250                 | 250           | 250           | 250           | 250           | 250           | 250           | 250           | 250           | 250           | 250          | 250          |
| Office Supplies                              | 325                 | 325           | 325           | 325           | 325           | 325           | 325           | 325           | 325           | 325           | 325          | 325          |
| Computer Equipment & Tech Support            | 450                 | 450           | 450           | 450           | 450           | 450           | 450           | 450           | 450           | 450           | 450          | 450          |
| Office Telephones, fax and Usage             | 1,000               | 1,000         | 1,000         | 1,000         | 1,000         | 1,000         | 1,000         | 1,000         | 1,000         | 1,000         | 1,000        | 1,000        |
| Cellular Phones                              | 1,490               | 1,490         | 1,490         | 1,490         | 1,490         | 1,490         | 1,490         | 1,490         | 1,490         | 1,490         | 1,490        | 1,490        |
| Security                                     | 150                 | 150           | 150           | 150           | 150           | 150           | 150           | 150           | 150           | 150           | 150          | 150          |
| Travel, Mileage, Parking and Expenses        | 600                 | 600           | 600           | 600           | 600           | 600           | 600           | 600           | 600           | 600           | 600          | 600          |
| Safety Equipment for PM Staff Only           |                     |               |               |               |               |               |               |               |               |               |              |              |
| Information Technology (Hardware & Licenses) | 25,000              |               | 25,000        |               | 25,000        |               |               |               |               |               |              |              |
| <b>Total General Condition Costs</b>         | <b>35,240</b>       | <b>10,240</b> | <b>35,240</b> | <b>10,240</b> | <b>35,240</b> | <b>10,240</b> | <b>10,240</b> | <b>10,240</b> | <b>10,240</b> | <b>10,240</b> | <b>9,840</b> | <b>8,840</b> |
| <b>Yearly Total General Conditions Costs</b> | <b>\$197,080</b>    |               |               |               |               |               |               |               |               |               |              |              |



25 26 27 28 29 30 31 32 33 34 35 36

| ESTIMATED REIMBURSABLE EXPENSES (Allowance)  | 2013 (Reimbursables) |        |        |        |        |           |        |        |        |        |        |        | Total       |
|--|----------------------|--------|--------|--------|--------|-----------|--------|--------|--------|--------|--------|--------|-------------|
|  | Jan                  | Feb    | Mar    | Apr    | May    | Jun       | Jul    | Aug    | Sep    | Oct    | Nov    | Dec    |             |
| Professional Insurance                       | 475                  | 475    | 475    | 475    | 475    | 475       | 475    | 475    | 475    | 475    | 475    | 475    | \$11,875    |
| Postage, Messenger, Express Mail             | 850                  | 850    | 850    | 850    | 850    | 850       | 850    | 850    | 850    | 850    | 850    | 850    | \$20,850    |
| Office Lease (allowance)                     | 3,000                | 3,000  | 3,000  | 3,000  | 3,000  | 3,000     | 3,000  | 3,000  | 3,000  | 3,000  | 3,000  | 3,000  | \$17,650    |
| Reproduction (Drawings, CD's, Reports)       | 450                  | 450    | 450    | 450    | 450    | 450       | 450    | 450    | 450    | 450    | 450    | 450    | \$10,650    |
| Blueprinting and Special Reports             | 350                  | 350    | 350    | 350    | 350    | 350       | 350    | 350    | 350    | 350    | 350    | 350    | \$7,700     |
| Public Notices                               | 250                  | 250    | 250    | 250    | 250    | 250       | 250    | 250    | 250    | 250    | 250    | 250    | \$8,000     |
| Office Equipment (Copier) and Furniture      | 325                  | 325    | 325    | 325    | 325    | 325       | 325    | 325    | 325    | 325    | 325    | 325    | \$8,316     |
| Office Supplies                              | 450                  | 450    | 450    | 450    | 450    | 450       | 450    | 450    | 450    | 450    | 450    | 450    | \$35,050    |
| Computer Equipment & Tech Support            | 1,000                | 1,000  | 1,000  | 1,000  | 1,000  | 1,000     | 1,000  | 1,000  | 1,000  | 1,000  | 1,000  | 1,000  | \$29,000    |
| Office Telephones, fax and Usage             | 1,490                | 1,490  | 1,490  | 1,490  | 1,490  | 1,490     | 1,490  | 1,490  | 1,490  | 1,490  | 1,490  | 1,490  | \$37,250    |
| Cellular Phones                              | 150                  | 150    | 150    | 150    | 150    | 150       | 150    | 150    | 150    | 150    | 150    | 150    | \$3,750     |
| Security                                     | 600                  | 600    | 600    | 600    | 600    | 600       | 600    | 600    | 600    | 600    | 600    | 600    | \$15,000    |
| Travel, Mileage, Parking and Expenses        |                      |        |        |        |        |           |        |        |        |        |        |        | \$5,000     |
| Safety Equipment for PM Staff Only           |                      |        |        |        |        |           |        |        |        |        |        |        | \$0         |
| Information Technology (Hardware & Licenses) |                      |        |        |        |        |           |        |        |        |        |        |        | \$0         |
|  |                      |        |        |        |        |           |        |        |        |        |        |        | \$150,000   |
|  |                      |        |        |        |        |           |        |        |        |        |        |        | \$0         |
|  |                      |        |        |        |        |           |        |        |        |        |        |        | \$0         |
|  |                      |        |        |        |        |           |        |        |        |        |        |        | \$0         |
|  |                      |        |        |        |        |           |        |        |        |        |        |        | \$0         |
|  |                      |        |        |        |        |           |        |        |        |        |        |        | \$0         |
|  |                      |        |        |        |        |           |        |        |        |        |        |        | \$0         |
| <b>Total General Condition Costs</b>         | 9,840                | 10,240 | 10,240 | 10,240 | 10,240 | 10,240    | 10,240 | 10,240 | 10,240 | 10,240 | 10,240 | 10,240 | \$300,000   |
| <b>Yearly Total General Conditions Costs</b> |                      |        |        |        |        | \$100,800 |        |        |        |        |        |        | \$1,100,294 |
|  |                      |        |        |        |        |           |        |        |        |        |        |        | \$409,595   |
|  |                      |        |        |        |        |           |        |        |        |        |        |        | \$4,509,888 |



**Colton Joint Unified School District**  
**Program Management Services**  
 Master Planning for Bloomington HS & Colton HS campuses;  
 New Math/Sci Bldgs and Cafeteria for BHS and CHS;  
 New Grand Terrace HS Project; Bond Program Master Planning  
 Program Budget: \$132,300,000

**Seville Construction Services -  
 Staffing Plan / Fee Schedule**  
**Letter of Authorization No. 2;  
 Program Management Services**



**SCS Billing Rate Schedule: 2009 thru 2013**

| Position   | 2009   | 2010   | 2011   | 2012   | 2013   |
|--|--------|--------|--------|--------|--------|
| Principal In Charge                              | 175.00 | 180.25 | 185.66 | 191.23 | 196.96 |
| Program Manager                                  | 185.00 | 189.95 | 175.05 | 180.30 | 185.71 |
| Director of Construction / Pre-Construction      | 155.00 | 159.68 | 164.44 | 169.37 | 174.45 |
| Design Manager                                   | 145.00 | 149.35 | 153.83 | 158.45 | 163.20 |
| Program Controls Manager                         | 130.00 | 133.80 | 137.82 | 142.06 | 146.32 |
| Contracts / Finance Manager                      | 110.00 | 113.30 | 116.70 | 120.20 | 123.81 |
| Project Controls Engineer / Scheduler            | 95.00  | 97.85  | 100.73 | 103.81 | 106.92 |
| Office Manager (Doc Control Mgr / Acctg Support) | 120.00 | 123.60 | 127.31 | 131.13 | 135.06 |
| IT Manager                                       |        | 0.00   | 0.00   | 0.00   | 0.00   |
| Sr. Program Manager                              | 140.00 | 144.20 | 148.53 | 152.98 | 157.57 |
| Project Engineer                                 | 110.00 | 113.30 | 116.70 | 120.20 | 123.81 |
|  |        | 0.00   | 0.00   | 0.00   | 0.00   |
|  |        | 0.00   | 0.00   | 0.00   | 0.00   |
|  |        | 0.00   | 0.00   | 0.00   | 0.00   |
|  |        | 0.00   | 0.00   | 0.00   | 0.00   |
|  |        | 0.00   | 0.00   | 0.00   | 0.00   |
|  |        | 0.00   | 0.00   | 0.00   | 0.00   |
|  |        | 0.00   | 0.00   | 0.00   | 0.00   |
|  |        | 0.00   | 0.00   | 0.00   | 0.00   |
|  |        | 0.00   | 0.00   | 0.00   | 0.00   |
|  |        | 0.00   | 0.00   | 0.00   | 0.00   |
|  |        | 0.00   | 0.00   | 0.00   | 0.00   |
|  |        | 0.00   | 0.00   | 0.00   | 0.00   |
|  |        | 0.00   | 0.00   | 0.00   | 0.00   |
|  |        | 0.00   | 0.00   | 0.00   | 0.00   |
|  |        | 0.00   | 0.00   | 0.00   | 0.00   |
|  |        | 0.00   | 0.00   | 0.00   | 0.00   |
|  |        | 0.00   | 0.00   | 0.00   | 0.00   |
|  |        | 0.00   | 0.00   | 0.00   | 0.00   |
|  |        | 0.00   | 0.00   | 0.00   | 0.00   |
|  |        | 0.00   | 0.00   | 0.00   | 0.00   |
|  |        | 0.00   | 0.00   | 0.00   | 0.00   |

\* Billing Rates include a 3% increase per calendar year.

\* Specialty consultants will be billed at actual costs plus 5% (estimating, constructability reviews, value engineering, labor compliance, community outreach, etc.)

COLTON JOINT UNIFIED SCHOOL DISTRICT  
BOND PROGRAM

LETTER OF AUTHORIZATION No. 3

SCOPE OF SERVICES:

PROGRAM MANAGER shall provide construction management services to fast track the construction of the new math and science building and interim housing Project at Bloomington HS.

(Attached Staffing Plan and Fee Schedule)

ACCEPTED AND AGREED on the date indicated below:

COLTON JOINT UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_

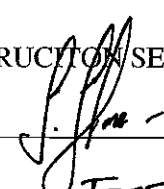
Dated: \_\_\_\_\_, 2009

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

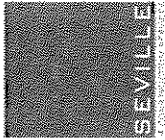
Dated: 10/19, 2009

SEVILLE CONSTRUCTION SERVICES, INC.

By:  \_\_\_\_\_

Print Name: JEFFREY S. FLORES

Print Title: PRESIDENT / CEO



Colton Joint Unified School District  
 Construction Management Services  
 Bloomington HS Math and Science Classroom Bldg  
 Bond Program Budget: \$12,400,000

Seville Construction Services -  
 Staffing Plan / Fee Schedule

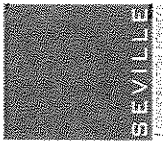
Letter of Authorization No. 3;  
 Construction Management Services

Schedule Legend

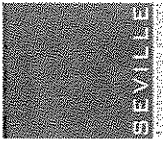


| SUMMARY PROGRAM SCHEDULE                           | 2009 (Schedule) |     |     |     |     |     |     |     |     |     |     |     |
|--|-----------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
|  | Jan             | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
| Project #1E: Bloomington HS New Math & Sci Bldg    |                 |     |     |     |     |     |     |     |     |     |     |     |
| Bloomington HS Interim Housing for Math & Sci Bldg |                 |     |     |     |     |     |     |     |     |     |     |     |
| <b>ESTIMATED LABOR HOURS</b>                       |                 |     |     |     |     |     |     |     |     |     |     |     |
| Sr Project Manager                                 |                 |     |     |     |     |     |     |     |     |     |     |     |
| Project Manager                                    |                 |     |     |     |     |     |     |     |     |     |     |     |
| Construction Manager                               |                 |     |     |     |     |     |     |     |     |     |     |     |
| Assistant Construction Manager                     |                 |     |     |     |     |     |     |     |     |     |     |     |
| Project Field Engineer                             |                 |     |     |     |     |     |     |     |     |     |     |     |
| General Superintendent                             |                 |     |     |     |     |     |     |     |     |     |     |     |
| Project Superintendent                             |                 |     |     |     |     |     |     |     |     |     |     |     |
| Administration Manager                             |                 |     |     |     |     |     |     |     |     |     |     |     |
| Project Estimator                                  |                 |     |     |     |     |     |     |     |     |     |     |     |
| Scheduler  |                 |     |     |     |     |     |     |     |     |     |     |     |
| <b>Total Labor Hours</b>                           |                 |     |     |     |     |     |     |     |     |     |     |     |
| <b>FTE</b>   |                 |     |     |     |     |     |     |     |     |     |     |     |
| <b>ESTIMATED LABOR FEE</b>                         |                 |     |     |     |     |     |     |     |     |     |     |     |
| Sr Project Manager                                 |                 |     |     |     |     |     |     |     |     |     |     |     |
| Project Manager                                    |                 |     |     |     |     |     |     |     |     |     |     |     |
| Construction Manager                               |                 |     |     |     |     |     |     |     |     |     |     |     |
| Assistant Construction Manager                     |                 |     |     |     |     |     |     |     |     |     |     |     |
| Project Field Engineer                             |                 |     |     |     |     |     |     |     |     |     |     |     |
| General Superintendent                             |                 |     |     |     |     |     |     |     |     |     |     |     |
| Project Superintendent                             |                 |     |     |     |     |     |     |     |     |     |     |     |
| Administration Manager                             |                 |     |     |     |     |     |     |     |     |     |     |     |
| Project Estimator                                  |                 |     |     |     |     |     |     |     |     |     |     |     |
| Scheduler  |                 |     |     |     |     |     |     |     |     |     |     |     |
| <b>Total Labor Fee</b>                             |                 |     |     |     |     |     |     |     |     |     |     |     |
| <b>Yearly Total Labor Fee</b>                      |                 |     |     |     |     |     |     |     |     |     |     | \$0 |

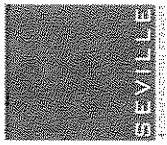




| SUMMARY PROGRAM SCHEDULE                           |           |           |           |           |           |           |           |           |           |           |           |           |
|--|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Project #1E: Bloomington HS New Math & Sci Bldg    |           |           |           |           |           |           |           |           |           |           |           |           |
| Bloomington HS Interim Housing for Math & Sci Bldg |           |           |           |           |           |           |           |           |           |           |           |           |
| ESTIMATED LABOR HOURS                              |           |           |           |           |           |           |           |           |           |           |           |           |
|  | Jan       | Feb       | Mar       | Apr       | May       | Jun       | Jul       | Aug       | Sep       | Oct       | Nov       | Dec       |
| Sr Project Manager                                 |           |           |           |           |           |           |           |           |           |           |           |           |
| Project Manager                                    |           |           |           |           |           |           |           |           |           |           |           |           |
| Construction Manager                               | 165       |           | 165       | 165       | 165       | 165       | 165       | 165       | 165       | 165       | 165       | 165       |
| Assistant Construction Manager                     |           |           |           |           |           |           |           |           |           |           |           |           |
| Project Field Engineer                             |           |           |           |           |           |           |           |           |           |           |           |           |
| General Superintendent                             |           |           |           |           |           |           |           |           |           |           |           |           |
| Project Superintendent                             |           |           |           |           |           |           |           |           |           |           |           |           |
| Administration Manager                             |           |           |           |           |           |           |           |           |           |           |           |           |
| Project Estimator                                  |           |           |           |           |           |           |           |           |           |           |           |           |
| Scheduler  |           |           |           |           |           |           |           |           |           |           |           |           |
| <b>Total Labor Hours</b>                           | 165       | 165       | 165       | 165       | 165       | 165       | 165       | 165       | 165       | 165       | 165       | 165       |
| <b>FTE</b>   | 1.0       | 1.0       | 1.0       | 1.0       | 1.0       | 1.0       | 1.0       | 1.0       | 1.0       | 1.0       | 1.0       | 1.0       |
| ESTIMATED LABOR FEE                                |           |           |           |           |           |           |           |           |           |           |           |           |
|  | Jan       | Feb       | Mar       | Apr       | May       | Jun       | Jul       | Aug       | Sep       | Oct       | Nov       | Dec       |
| Sr Project Manager                                 |           |           |           |           |           |           |           |           |           |           |           |           |
| Project Manager                                    |           |           |           |           |           |           |           |           |           |           |           |           |
| Construction Manager                               | 20,394.00 | 20,394.00 | 20,394.00 | 20,394.00 | 20,394.00 | 20,394.00 | 20,394.00 | 20,394.00 | 20,394.00 | 20,394.00 | 20,394.00 | 20,394.00 |
| Assistant Construction Manager                     |           |           |           |           |           |           |           |           |           |           |           |           |
| Project Field Engineer                             |           |           |           |           |           |           |           |           |           |           |           |           |
| General Superintendent                             |           |           |           |           |           |           |           |           |           |           |           |           |
| Project Superintendent                             |           |           |           |           |           |           |           |           |           |           |           |           |
| Administration Manager                             |           |           |           |           |           |           |           |           |           |           |           |           |
| Project Estimator                                  |           |           |           |           |           |           |           |           |           |           |           |           |
| Scheduler  |           |           |           |           |           |           |           |           |           |           |           |           |
| <b>Total Labor Fee</b>                             | 20,394.00 | 20,394.00 | 20,394.00 | 20,394.00 | 20,394.00 | 20,394.00 | 20,394.00 | 20,394.00 | 20,394.00 | 20,394.00 | 20,394.00 | 20,394.00 |
| <b>Yearly Total Labor Fee</b>                      | \$355,196 |           |           |           |           |           |           |           |           |           |           |           |

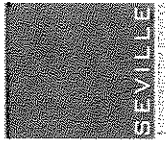


| SUMMARY PROGRAM SCHEDULE                           |           |           |           |           |           |           |           |           |           |           |           |           |
|--|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Project # 1E, Bloomington HS New Math & Sci Bldg   |           |           |           |           |           |           |           |           |           |           |           |           |
| Bloomington HS Interim Housing for Math & Sci Bldg |           |           |           |           |           |           |           |           |           |           |           |           |
| ESTIMATED LABOR HOURS                              |           |           |           |           |           |           |           |           |           |           |           |           |
|  | Jan       | Feb       | Mar       | Apr       | May       | Jun       | Jul       | Aug       | Sep       | Oct       | Nov       | Dec       |
| FTE  | 2.0       | 2.0       | 2.0       | 2.0       | 2.0       | 2.0       | 2.0       | 2.0       | 2.0       | 2.0       | 2.0       | 2.0       |
| Total Labor Hours                                  | 330       | 330       | 330       | 330       | 330       | 330       | 330       | 330       | 330       | 330       | 330       | 330       |
| ESTIMATED LABOR FEE                                |           |           |           |           |           |           |           |           |           |           |           |           |
|  | Jan       | Feb       | Mar       | Apr       | May       | Jun       | Jul       | Aug       | Sep       | Oct       | Nov       | Dec       |
| Sr Project Manager                                 | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         |
| Project Manager                                    | 21,005.82 | 21,005.82 | 21,005.82 | 21,005.82 | 21,005.82 | 21,005.82 | 21,005.82 | 21,005.82 | 21,005.82 | 21,005.82 | 21,005.82 | 21,005.82 |
| Assistant Construction Manager                     | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         |
| Project Field Engineer                             | 19,255.34 | 19,255.34 | 19,255.34 | 19,255.34 | 19,255.34 | 19,255.34 | 19,255.34 | 19,255.34 | 19,255.34 | 19,255.34 | 19,255.34 | 19,255.34 |
| General Superintendent                             | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         |
| Project Superintendent                             | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         |
| Administration Manager                             | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         |
| Project Estimator                                  | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         |
| Scheduler  | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         |
| Total Labor Fee                                    | 40,261.16 | 40,261.16 | 40,261.16 | 40,261.16 | 40,261.16 | 40,261.16 | 40,261.16 | 40,261.16 | 40,261.16 | 40,261.16 | 40,261.16 | 40,261.16 |
| Yearly Total Labor Fee                             | \$483,134 |           |           |           |           |           |           |           |           |           |           |           |



| SUMMARY PROGRAM SCHEDULE                           |           |           |           |           |           |     |     |     |     |     |     |           |
|--|-----------|-----------|-----------|-----------|-----------|-----|-----|-----|-----|-----|-----|-----------|
| Project # 1E, Bloomington HS New Math & Sci Bldg   |           |           |           |           |           |     |     |     |     |     |     |           |
| Bloomington HS Interim Housing for Math & Sci Bldg |           |           |           |           |           |     |     |     |     |     |     |           |
| ESTIMATED LABOR HOURS                              |           |           |           |           |           |     |     |     |     |     |     |           |
|  | Jan       | Feb       | Mar       | Apr       | May       | Jun | Jul | Aug | Sep | Oct | Nov | Dec       |
|  | 2.0       | 2.0       | 2.0       | 2.0       | 2.0       | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0       |
| SI Project Manager                                 |           |           |           |           |           |     |     |     |     |     |     |           |
| Project Manager                                    |           |           |           |           |           |     |     |     |     |     |     |           |
| Construction Manager                               | 165       | 165       | 165       | 165       | 165       |     |     |     |     |     |     |           |
| Assistant Construction Manager                     |           |           |           |           |           |     |     |     |     |     |     |           |
| Project Field Engineer                             | 165       | 165       | 165       | 165       | 165       |     |     |     |     |     |     |           |
| General Superintendent                             |           |           |           |           |           |     |     |     |     |     |     |           |
| Project Superintendant                             |           |           |           |           |           |     |     |     |     |     |     |           |
| Administration Manager                             |           |           |           |           |           |     |     |     |     |     |     |           |
| Project Estimator                                  |           |           |           |           |           |     |     |     |     |     |     |           |
| Scheduler  |           |           |           |           |           |     |     |     |     |     |     |           |
| Total Labor Hours                                  | 330       | 330       | 330       | 330       | 330       | 330 | 330 | 330 | 330 | 330 | 330 | 330       |
| FTE  | 2.0       | 2.0       | 2.0       | 2.0       | 2.0       | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0       |
| ESTIMATED LABOR FEE                                |           |           |           |           |           |     |     |     |     |     |     |           |
| SI Project Manager                                 |           |           |           |           |           |     |     |     |     |     |     |           |
| Project Manager                                    |           |           |           |           |           |     |     |     |     |     |     |           |
| Construction Manager                               | 21,635.99 | 21,635.99 | 21,635.99 | 21,635.99 | 21,635.99 |     |     |     |     |     |     |           |
| Assistant Construction Manager                     |           |           |           |           |           |     |     |     |     |     |     |           |
| Project Field Engineer                             | 19,633.00 | 19,633.00 | 19,633.00 | 19,633.00 | 19,633.00 |     |     |     |     |     |     |           |
| General Superintendent                             |           |           |           |           |           |     |     |     |     |     |     |           |
| Project Superintendant                             |           |           |           |           |           |     |     |     |     |     |     |           |
| Administration Manager                             |           |           |           |           |           |     |     |     |     |     |     |           |
| Project Estimator                                  |           |           |           |           |           |     |     |     |     |     |     |           |
| Scheduler  |           |           |           |           |           |     |     |     |     |     |     |           |
| Total Labor Fee                                    | 41,468.99 | 41,468.99 | 41,468.99 | 41,468.99 | 41,468.99 |     |     |     |     |     |     |           |
| Yearly Total Labor Fee                             |           |           |           |           |           |     |     |     |     |     |     | \$165,876 |





**Colton Joint Unified School District**  
**Construction Management Services**  
**Bloomington HS Math and Science Classroom Bldg**  
**Bond Program Budget: \$12,400,000**

**Seville Construction Services -**  
**Staffing Plan / Fee Schedule**

**Letter of Authorization No. 3;**  
**Construction Management Services**



1 2 3 4 5 6 7 8 9 10 11 12

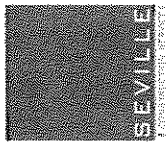
| ESTIMATED REIMBURSABLE EXPENSES (Allowance)   | 2009 (Reimbursables) |     |     |     |     |     |     |     |     |     |     |     |
|---|----------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
|   | Jan                  | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
| General Conditions                            |                      |     | 300 |     |     |     |     |     |     |     |     |     |
| Professional Insurance                        |                      |     |     |     |     |     |     |     |     |     |     |     |
| Postage, Messenger, Express Mail              |                      |     |     |     |     |     |     |     |     |     |     |     |
| Field Office & Cleaning                       |                      |     |     |     |     |     |     |     |     |     |     |     |
| Reproduction (Draws, CDs, Reports)            |                      |     |     |     |     |     |     |     |     |     |     |     |
| Blueprinting and Special Reports              |                      |     |     |     |     |     |     |     |     |     |     |     |
| Public Notices                                |                      |     |     |     |     |     |     |     |     |     |     |     |
| Portable Restrooms                            |                      |     |     |     |     |     |     |     |     |     |     |     |
| Office Furniture                              |                      |     |     |     |     |     |     |     |     |     |     |     |
| Office Equipment: Copier, fax, printer        |                      |     |     |     |     |     |     |     |     |     |     |     |
| Office Supplies                               |                      |     |     |     |     |     |     |     |     |     |     |     |
| Field Office Utilities (Power and Water)      |                      |     |     |     |     |     |     |     |     |     |     |     |
| Temporary Fence                               |                      |     |     |     |     |     |     |     |     |     |     |     |
| Computer Equipment & Tech Support             |                      |     |     |     |     |     |     |     |     |     |     |     |
| Office Telephones/ fax/data                   |                      |     |     |     |     |     |     |     |     |     |     |     |
| Cellular Phones                               |                      |     |     |     |     |     |     |     |     |     |     |     |
| Trailer Security                              |                      |     |     |     |     |     |     |     |     |     |     |     |
| General Labor                                 |                      |     |     |     |     |     |     |     |     |     |     |     |
| Travel, Mileage, Parking and Expenses         |                      |     |     |     |     |     |     |     |     |     |     |     |
| Safety Equipment for Jobsite PM/CM Staff Only |                      |     |     |     |     |     |     |     |     |     |     |     |
| Construction Site Signage                     |                      |     |     |     |     |     |     |     |     |     |     |     |
| <b>Total General Condition Costs</b>          |                      |     |     |     |     |     |     |     |     |     |     |     |
| <b>Yearly Total General Conditions Costs</b>  | <b>\$0</b>           |     |     |     |     |     |     |     |     |     |     |     |

Reimbursable expenses shown above are estimates and will be billed to Client based on actual costs plus 5%.



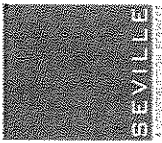
13 14 15 16 17 18 19 20 21 22 23 24

| General Conditions                            | 2010 (Reimbursables) |       |       |       |        |                 |       |       |       |       |       |       |
|---|----------------------|-------|-------|-------|--------|-----------------|-------|-------|-------|-------|-------|-------|
|   | Jan                  | Feb   | Mar   | Apr   | May    | Jun             | Jul   | Aug   | Sep   | Oct   | Nov   | Dec   |
| Professional Insurance                        | 300                  | 300   | 300   | 300   | 300    | 300             | 300   | 300   | 300   | 300   | 300   | 300   |
| Postage, Messenger, Express Mail              |                      | 350   | 350   | 350   | 350    | 350             | 350   | 350   | 350   | 350   | 350   | 350   |
| Field Office & Cleaning                       |                      |       | 1,000 | 1,000 | 1,000  | 1,000           | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 |
| Reproduction (Drawings, CD's, Reports)        |                      |       | 500   | 500   | 500    | 500             | 500   | 500   | 500   | 500   | 500   | 500   |
| Blueprinting and Special Reports              |                      |       | 500   | 500   | 500    | 500             | 500   | 500   | 500   | 500   | 500   | 500   |
| Public Notices                                |                      |       | 500   | 500   | 500    | 500             | 500   | 500   | 500   | 500   | 500   | 500   |
| Portable Restrooms                            |                      |       |       |       | 200    | 200             | 200   | 200   | 200   | 200   | 200   | 200   |
| Office Furniture                              |                      |       |       | 2,000 |        |                 |       |       |       |       |       |       |
| Office Equipment: Copier, fax, printer        |                      |       |       | 1,400 |        |                 |       |       |       |       |       |       |
| Office Supplies                               |                      |       |       | 500   | 250    | 250             | 250   | 250   | 250   | 250   | 250   | 250   |
| Field Office Utilities (Power and Water)      |                      |       |       | 3,500 | 330    | 330             | 330   | 330   | 330   | 330   | 330   | 330   |
| Temporary Fence                               |                      |       |       |       |        |                 |       |       |       |       |       |       |
| Computer Equipment & Tech Support             |                      |       | 5,500 | 150   | 150    | 3,200           | 150   | 150   | 150   | 150   | 150   | 150   |
| Office Telephones/ fax/data                   |                      |       | 450   | 450   | 450    | 450             | 450   | 450   | 450   | 450   | 450   | 450   |
| Cellular Phones                               |                      | 120   | 120   | 120   | 120    | 240             | 240   | 240   | 240   | 240   | 240   | 240   |
| Trailer Security                              |                      |       |       |       |        | 150             | 150   | 150   | 150   | 150   | 150   | 150   |
| General Labor                                 |                      |       |       |       |        |                 |       |       |       |       |       |       |
| Travel, Mileage, Parking and Expenses         |                      | 140   | 140   | 140   | 140    | 140             | 140   | 140   | 140   | 140   | 140   | 140   |
| Safety Equipment for Jobsite PM/CM Staff Only |                      |       |       | 300   | 300    | 300             |       |       |       |       |       |       |
| Construction Site Signage                     |                      |       |       | 5,000 |        |                 |       |       |       |       |       |       |
|   |                      |       |       |       |        |                 |       |       |       |       |       |       |
|   |                      |       |       |       |        |                 |       |       |       |       |       |       |
|   |                      |       |       |       |        |                 |       |       |       |       |       |       |
|   |                      |       |       |       |        |                 |       |       |       |       |       |       |
|   |                      |       |       |       |        |                 |       |       |       |       |       |       |
|   |                      |       |       |       |        |                 |       |       |       |       |       |       |
|   |                      |       |       |       |        |                 |       |       |       |       |       |       |
|   |                      |       |       |       |        |                 |       |       |       |       |       |       |
|   |                      |       |       |       |        |                 |       |       |       |       |       |       |
|   |                      |       |       |       |        |                 |       |       |       |       |       |       |
|   |                      |       |       |       |        |                 |       |       |       |       |       |       |
|   |                      |       |       |       |        |                 |       |       |       |       |       |       |
| <b>Total General Condition Costs</b>          | 550                  | 8,860 | 8,860 | 8,810 | 12,110 | 8,110           | 4,780 | 4,760 | 4,510 | 4,010 | 4,310 | 4,010 |
| <b>Yearly Total General Conditions Costs</b>  |                      |       |       |       |        | <b>\$64,810</b> |       |       |       |       |       |       |



25 26 27 28 29 30 31 32 33 34 35 36

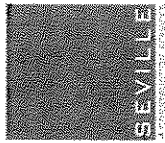
| ESTIMATED REIMBURSABLE EXPENSES (Allowance)<br>General Conditions | 2011 (Reimbursables) |       |       |       |       |          |       |       |       |       |       |       |
|---|----------------------|-------|-------|-------|-------|----------|-------|-------|-------|-------|-------|-------|
|   | Jan                  | Feb   | Mar   | Apr   | May   | Jun      | Jul   | Aug   | Sep   | Oct   | Nov   | Dec   |
| Professional Insurance  | 300                  | 300   | 300   | 300   | 300   | 300      | 300   | 300   | 300   | 300   | 300   | 300   |
| Postage, Messenger, Express Mail                                  | 350                  | 350   | 350   | 350   | 350   | 350      | 350   | 350   | 350   | 350   | 350   | 350   |
| Field Office & Cleaning   | 200                  | 200   | 200   | 200   | 200   | 200      | 200   | 200   | 200   | 200   | 200   | 200   |
| Reproduction (Dwgs, CDs, Reports)                                 | 500                  | 500   | 500   | 500   | 500   | 500      | 500   | 500   | 500   | 500   | 500   | 500   |
| Blueprinting and Special Reports                                  | 500                  | 500   | 500   | 500   | 500   | 500      | 500   | 500   | 500   | 500   | 500   | 500   |
| Public Notices  | 250                  | 250   | 250   | 250   | 250   | 250      | 250   | 250   | 250   | 250   | 250   | 250   |
| Portable Restrooms  | 200                  | 200   | 200   | 200   | 200   | 200      | 200   | 200   | 200   | 200   | 200   | 200   |
| Office Furniture  |                      |       |       |       |       |          |       |       |       |       |       |       |
| Office Equipment, Copier, fax, printer                            |                      |       |       |       | 1,400 |          |       |       |       |       |       |       |
| Office Supplies   | 250                  | 250   | 250   | 250   | 250   | 250      | 250   | 250   | 250   | 250   | 250   | 250   |
| Field Office Utilities (Power and Water)                          | 330                  | 330   | 330   | 330   | 330   | 330      | 330   | 330   | 330   | 330   | 330   | 330   |
| Temporary Fence   |                      |       |       |       |       |          |       |       |       |       |       |       |
| Computer Equipment & Tech Support                                 | 150                  | 150   | 150   | 150   | 150   | 150      | 150   | 150   | 150   | 150   | 150   | 150   |
| Office Telephones/fax/data  | 450                  | 450   | 450   | 450   | 450   | 450      | 450   | 450   | 450   | 450   | 450   | 450   |
| Cellular Phones   | 240                  | 240   | 240   | 240   | 240   | 240      | 240   | 240   | 240   | 240   | 240   | 240   |
| Trailer Security  | 150                  | 150   | 150   | 150   | 150   | 150      | 150   | 150   | 150   | 150   | 150   | 150   |
| General Labor   |                      |       |       |       |       |          |       |       |       |       |       |       |
| Travel, Mileage, Parking and Expenses                             | 140                  | 140   | 140   | 140   | 140   | 140      | 140   | 140   | 140   | 140   | 140   | 140   |
| Safety Equipment for Jobsite PM/CM Staff Only                     |                      |       |       |       |       |          |       |       |       |       |       |       |
| Construction Site Signage   |                      |       |       |       |       |          |       |       |       |       |       |       |
|   |                      |       |       |       |       |          |       |       |       |       |       |       |
|   |                      |       |       |       |       |          |       |       |       |       |       |       |
|   |                      |       |       |       |       |          |       |       |       |       |       |       |
|   |                      |       |       |       |       |          |       |       |       |       |       |       |
|   |                      |       |       |       |       |          |       |       |       |       |       |       |
|   |                      |       |       |       |       |          |       |       |       |       |       |       |
|   |                      |       |       |       |       |          |       |       |       |       |       |       |
|   |                      |       |       |       |       |          |       |       |       |       |       |       |
|   |                      |       |       |       |       |          |       |       |       |       |       |       |
|   |                      |       |       |       |       |          |       |       |       |       |       |       |
|   |                      |       |       |       |       |          |       |       |       |       |       |       |
|   |                      |       |       |       |       |          |       |       |       |       |       |       |
|   |                      |       |       |       |       |          |       |       |       |       |       |       |
| <b>Total General Condition Costs</b>                              | 4,010                | 4,010 | 4,010 | 4,010 | 5,410 | 4,010    | 4,010 | 4,010 | 4,010 | 4,010 | 4,310 | 4,010 |
| <b>Yearly Total General Conditions Costs</b>                      |                      |       |       |       |       | \$46,920 |       |       |       |       |       |       |



37 38 39 40 41 42 43 44 45 46 47 48

| ESTIMATED REIMBURSABLE EXPENSES (Allowance)   | 2012            |              |              |              |     |     |     |     |     |     |     |     | Fee<br>Reimbursables<br>Total |
|---|-----------------|--------------|--------------|--------------|-----|-----|-----|-----|-----|-----|-----|-----|-------------------------------|
|   | Jan             | Feb          | Mar          | Apr          | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |                               |
| General Conditions                            |                 |              |              |              |     |     |     |     |     |     |     |     |                               |
| Professional Insurance                        | 300             | 300          | 300          | 300          |     |     |     |     |     |     |     |     |                               |
| Postage, Messenger, Express Mail              | 350             | 350          | 350          | 350          |     |     |     |     |     |     |     |     |                               |
| Field Office & Cleaning                       | 200             | 200          | 200          | 200          |     |     |     |     |     |     |     |     |                               |
| Reproduction (Draws, CD's, Reports)           | 500             | 500          | 500          | 500          |     |     |     |     |     |     |     |     |                               |
| Blueprinting and Special Reports              | 500             | 500          | 500          | 500          |     |     |     |     |     |     |     |     |                               |
| Public Notices                                | 250             | 250          | 250          | 250          |     |     |     |     |     |     |     |     |                               |
| Portable Restrooms                            | 200             | 200          | 200          | 200          |     |     |     |     |     |     |     |     |                               |
| Office Furniture                              |                 |              |              |              |     |     |     |     |     |     |     |     |                               |
| Office Equipment: Copier, fax, printer        |                 |              |              |              |     |     |     |     |     |     |     |     |                               |
| Office Supplies                               | 250             | 250          | 250          | 250          |     |     |     |     |     |     |     |     |                               |
| Field Office Utilities (Power and Water)      | 330             | 330          | 330          | 330          |     |     |     |     |     |     |     |     |                               |
| Temporary Fence                               |                 |              |              |              |     |     |     |     |     |     |     |     |                               |
| Computer Equipment & Tech Support             | 150             | 150          | 150          | 150          |     |     |     |     |     |     |     |     |                               |
| Office Telephones/fax/delta                   | 450             | 450          | 450          | 450          |     |     |     |     |     |     |     |     |                               |
| Cellular Phones                               | 240             | 240          | 240          | 240          |     |     |     |     |     |     |     |     |                               |
| Trailer Security                              | 150             | 150          | 150          | 150          |     |     |     |     |     |     |     |     |                               |
| General Labor                                 |                 |              |              |              |     |     |     |     |     |     |     |     |                               |
| Travel, Mileage, Parking and Expenses         | 140             | 140          | 140          | 140          |     |     |     |     |     |     |     |     |                               |
| Safety Equipment for Jobsite PM/CM Staff Only |                 |              |              |              |     |     |     |     |     |     |     |     |                               |
| Construction Site Signage                     |                 |              |              |              |     |     |     |     |     |     |     |     |                               |
| <b>Total General Condition Costs</b>          | <b>4,010</b>    | <b>4,010</b> | <b>4,010</b> | <b>4,110</b> |     |     |     |     |     |     |     |     |                               |
| <b>Yearly Total General Conditions Costs</b>  | <b>\$16,140</b> |              |              |              |     |     |     |     |     |     |     |     |                               |

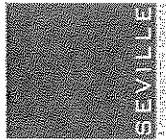




49 50 51 52 53 54 55 56 57 58 59 60

| ESTIMATED REIMBURSABLE EXPENSES (Allowance)<br>General Conditions | 2013 |     |     |     |     |     |     |     |     |     |     |     | Total    |
|---|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|----------|
|   | Jan  | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |          |
| Professional Insurance  |      |     |     |     |     |     |     |     |     |     |     |     | \$8,100  |
| Postage, Messenger, Express Mail                                  |      |     |     |     |     |     |     |     |     |     |     |     | \$8,100  |
| Field Office & Cleaning   |      |     |     |     |     |     |     |     |     |     |     |     | \$5,700  |
| Reproduction (Draws, CDs, Reports)                                |      |     |     |     |     |     |     |     |     |     |     |     | \$16,500 |
| Blueprinting and Special Reports                                  |      |     |     |     |     |     |     |     |     |     |     |     | \$13,000 |
| Public Notices  |      |     |     |     |     |     |     |     |     |     |     |     | \$8,000  |
| Portable Restrooms  |      |     |     |     |     |     |     |     |     |     |     |     | \$4,800  |
| Office Furniture  |      |     |     |     |     |     |     |     |     |     |     |     | \$2,800  |
| Office Equipment: Copier, fax, printer                            |      |     |     |     |     |     |     |     |     |     |     |     | \$6,250  |
| Office Supplies   |      |     |     |     |     |     |     |     |     |     |     |     | 11,000   |
| Field Office Utilities (Power and Water)                          |      |     |     |     |     |     |     |     |     |     |     |     | \$0      |
| Computer Equipment & Tech Support                                 |      |     |     |     |     |     |     |     |     |     |     |     | \$12,500 |
| Office Telephones/fax/data  |      |     |     |     |     |     |     |     |     |     |     |     | \$1,700  |
| Cellular Phones   |      |     |     |     |     |     |     |     |     |     |     |     | \$6,000  |
| Trailer Security  |      |     |     |     |     |     |     |     |     |     |     |     | \$3,450  |
| General Labor   |      |     |     |     |     |     |     |     |     |     |     |     | \$0      |
| Travel, Mileage, Parking and Expenses                             |      |     |     |     |     |     |     |     |     |     |     |     | \$3,780  |
| Safety Equipment for JobSite PM/CM Staff Only                     |      |     |     |     |     |     |     |     |     |     |     |     | \$1,200  |
| Construction Site Signage   |      |     |     |     |     |     |     |     |     |     |     |     | \$5,000  |
|   |      |     |     |     |     |     |     |     |     |     |     |     | \$0      |
|   |      |     |     |     |     |     |     |     |     |     |     |     | \$0      |
|   |      |     |     |     |     |     |     |     |     |     |     |     | \$0      |
|   |      |     |     |     |     |     |     |     |     |     |     |     | \$0      |
|   |      |     |     |     |     |     |     |     |     |     |     |     | \$0      |
|   |      |     |     |     |     |     |     |     |     |     |     |     | \$0      |
|   |      |     |     |     |     |     |     |     |     |     |     |     | \$0      |
|   |      |     |     |     |     |     |     |     |     |     |     |     | \$0      |
|   |      |     |     |     |     |     |     |     |     |     |     |     | \$0      |
|   |      |     |     |     |     |     |     |     |     |     |     |     | \$0      |
|   |      |     |     |     |     |     |     |     |     |     |     |     | \$0      |
|   |      |     |     |     |     |     |     |     |     |     |     |     | \$0      |
|   |      |     |     |     |     |     |     |     |     |     |     |     | \$0      |
| <b>Total General Condition Costs</b>                              |      |     |     |     |     |     |     |     |     |     |     |     | \$0      |
| Yearly Total General Conditions Costs                             |      |     |     |     |     |     |     |     |     |     |     |     | \$0      |

Total Fee \$1,004,205  
 Reimbursables (plus 5%) \$135,209  
 Total Fee + Reimbursables \$1,139,414



**Colton Joint Unified School District**  
**Construction Management Services**  
 Bloomington HS Math and Science Classroom Bldg  
 Bond Program Budget: \$12,400,000

**Seville Construction Services -  
 Staffing Plan / Fee Schedule**

**Letter of Authorization No. 3;  
 Construction Management Services**

Schedule Legend

|   |                            |   |   |   |              |   |   |             |   |   |   |    |    |    |
|---|----------------------------|---|---|---|--------------|---|---|-------------|---|---|---|----|----|----|
| 1 | Pre-Construction/Bid Award | 2 | 3 | 4 | Construction | 5 | 6 | Close - Out | 7 | 8 | 9 | 10 | 11 | 12 |
|---|----------------------------|---|---|---|--------------|---|---|-------------|---|---|---|----|----|----|

**SCS Billing Rate Schedule: 2009 thru 2013**

| Position                       | 2009   | 2010   | 2011   | 2012   | 2013   |
|--------------------------------|--------|--------|--------|--------|--------|
| Sr Project Manager             | 140.00 | 144.20 | 148.53 | 152.99 | 157.57 |
| Project Manager                | 135.00 | 139.05 | 143.22 | 147.52 | 151.94 |
| Construction Manager           | 120.00 | 123.60 | 127.31 | 131.13 | 135.06 |
| Assistant Construction Manager | 115.00 | 118.45 | 122.00 | 125.66 | 129.43 |
| Project Field Engineer         | 110.00 | 113.30 | 116.70 | 120.20 | 123.81 |
| General Superintendent         | 130.00 | 133.90 | 137.92 | 142.05 | 146.32 |
| Project Superintendent         | 120.00 | 123.60 | 127.31 | 131.13 | 135.06 |
| Administration Manager         | 85.00  | 87.55  | 90.18  | 92.88  | 95.67  |
| Project Estimator              | 110.00 | 113.30 | 116.70 | 120.20 | 123.81 |
| Scheduler                      | 120.00 | 123.60 | 127.31 | 131.13 | 135.06 |
|                                |        | 0.00   | 0.00   | 0.00   | 0.00   |
|                                |        | 0.00   | 0.00   | 0.00   | 0.00   |
|                                |        | 0.00   | 0.00   | 0.00   | 0.00   |
|                                |        | 0.00   | 0.00   | 0.00   | 0.00   |
|                                |        | 0.00   | 0.00   | 0.00   | 0.00   |
|                                |        | 0.00   | 0.00   | 0.00   | 0.00   |
|                                |        | 0.00   | 0.00   | 0.00   | 0.00   |
|                                |        | 0.00   | 0.00   | 0.00   | 0.00   |
|                                |        | 0.00   | 0.00   | 0.00   | 0.00   |
|                                |        | 0.00   | 0.00   | 0.00   | 0.00   |
|                                |        | 0.00   | 0.00   | 0.00   | 0.00   |
|                                |        | 0.00   | 0.00   | 0.00   | 0.00   |
|                                |        | 0.00   | 0.00   | 0.00   | 0.00   |

Billing Rates include a 3% increase per calendar year.

# BOARD AGENDA

REGULAR MEETING  
December 10, 2009

ACTION ITEM

**TO:** Board of Education

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

**SUBJECT:** **Approval of Renewal of the Memorandum of Understanding (#09/10-0179) and Maintenance Agreement (#09/10-0180) with the San Bernardino County Superintendent of Schools for the Use of Facilities at Lewis and Smith Elementary Schools, Bloomington Middle School, Colton High School, and San Salvador State Preschool**

**GOAL:** Facilities / Support Services

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

**BACKGROUND:** The San Bernardino County Superintendent of Schools has maintained ongoing classroom lease agreements with the District for special education classes.

Renewal of Memorandum of Understanding (MOU) for District use of county classroom from December 11, 2009 through June 30, 2010 at the following site:

|                         |             |
|-------------------------|-------------|
| Smith Elementary School | 1 classroom |
|-------------------------|-------------|

Renewal of Maintenance Agreement effective December 11, 2009, the San Bernardino County Superintendent of Schools owns and will operate special education classes in its classrooms at the following sites:

|                              |              |
|------------------------------|--------------|
| Lewis Elementary School      | 1 classroom  |
| Smith Elementary School      | 4 classrooms |
| Bloomington Middle School    | 1 classroom  |
| Colton High School           | 1 classroom  |
| San Salvador State Preschool | 3 classrooms |

**BUDGET IMPLICATIONS:** \$3,237.09 income to General Fund

**RECOMMENDATION:** That the Board approve the renewal of the Memorandum of Understanding (#09/10-0179) and Maintenance Agreement (#09/10-0180) with the San Bernardino County Superintendent of Schools for the use of facilities at Lewis and Smith Elementary Schools, Bloomington Middle School, Colton High School, and San Salvador State Preschool.

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

B-16



6. Insurance

The **DISTRICT** agrees to carry appropriate insurance covering the classrooms for the rooms that it is occupying, including but not limited to, fire and public liability insurance, during the term of this MOU.

7. Mutual Hold Harmless

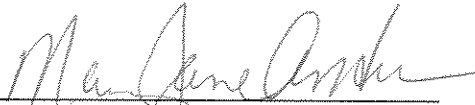
**SUPERINTENDENT** agrees, at its own expense, cost and risk, to indemnify, defend, save and hold harmless the **DISTRICT**, its agents, employees and officers against any and all personal injuries, damages, liabilities, costs, suits or expenses, including reasonable attorneys fees, arising out of any act or omission or the condition of any property owned or controlled by the **SUPERINTENDENT** in the performance of this contract. It is understood that employees and any subcontractor of the **SUPERINTENDENT** in its performance under this contract are not agents or employees of the **DISTRICT**.

**DISTRICT** agrees, at its own expense, cost and risk, to indemnify, defend, save and hold harmless the **SUPERINTENDENT**, its agents, employees and officers against any and all personal injuries, damages, liabilities, costs, suits or expenses, including reasonable attorneys fees, arising out of any act or omission or the condition of any property owned or controlled by the **DISTRICT** in the performance of this contract. It is understood that employees and any subcontractor of the **DISTRICT** in its performance under this contract are not agents or employees of the **SUPERINTENDENT**.

**IN WITNESS WHEREOF**, the parties hereto have executed this Memorandum of Understanding on the day and year first above written.

**SAN BERNARDINO COUNTY  
SUPERINTENDENT OF SCHOOLS**

**COLTON JOINT UNIFIED SCHOOL  
DISTRICT**



Mary Jane Andersen, Program Manager  
Purchasing/Contracts

\_\_\_\_\_

Date: 11/24/09

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

**OFFICE OF THE  
SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS  
601 North E Street  
San Bernardino, CA 92410-3093**

**CLASSROOM MAINTENANCE AGREEMENT**

**AGREEMENT NO. 09/10-0179**

**THIS AGREEMENT**, made and entered into this 11th day of December 2009 by and between the Office of the San Bernardino County Superintendent of Schools, hereinafter called "**SUPERINTENDENT**", and the Colton Joint Unified School District, hereinafter called "**DISTRICT**",

**RECITALS**

WHEREAS, the **SUPERINTENDENT** is the owner of certain classrooms in the Colton Joint Unified School District; and

WHEREAS, it is mutually beneficial to the **SUPERINTENDENT** and **DISTRICT** for the **SUPERINTENDENT** to operate classes for special education students in those classrooms, and

WHEREAS, the **DISTRICT** has the ability to provide minor maintenance and custodial services to the classrooms located on its campuses.

NOW, THEREFORE, **SUPERINTENDENT** and **DISTRICT** mutually agree as follows:

1. Location of **SUPERINTENDENT'S** Classrooms

a. **SUPERINTENDENT** owns and will operate special education classes in its classroom at the following school sites of the **DISTRICT**:

|                              |              |
|------------------------------|--------------|
| Colton High School           | 1 classroom  |
| Bloomington Middle School    | 1 classroom  |
| San Salvador                 | 3 classrooms |
| Gerald A. Smith School       | 3 classrooms |
| Gerald A. Smith School (MTU) | 1 classroom  |
| Mary B. Lewis School         | 1 classroom  |

b. **SUPERINTENDENT** owns and will not operate special education classes in its classroom at the following school sites of the **DISTRICT**:

|                        |             |
|------------------------|-------------|
| Gerald A. Smith School | 1 classroom |
|------------------------|-------------|

2. Responsibilities of the **DISTRICT**

a. **DISTRICT** agrees to provide necessary utilities and custodial service to the classroom(s).

b. **DISTRICT** agrees to provide upkeep and minor maintenance of classrooms, including pesticide application, consistent with other facilities of its school district.

c. **DISTRICT** agrees to make available to teacher and pupils of classroom(s) necessary facilities, including but not limited to, restrooms, playgrounds, auditorium, storeroom, and office.

d. **DISTRICT** agrees to provide an annual inspection, by a Certified Playground Safety Inspector, of any playground equipment owned or installed by **SUPERINTENDENT** on a **DISTRICT** site.

3. Responsibilities of the SUPERINTENDENT

- a. **SUPERINTENDENT** agrees to provide major maintenance to its classroom in accordance with standards within the deferred maintenance program.
- b. **SUPERINTENDENT** agrees to provide furniture and fixtures for the classroom **SUPERINTENDENT** uses.

4. Maintenance Fee and Payment Thereof

- a. For the 2009-10 year, **SUPERINTENDENT** agrees to pay the **DISTRICT** Three Thousand Two Hundred Thirty Seven and 09/100 Dollars (\$3,237.09), adjusted by 2009-10 state adopted COLA, per classroom occupied by the **SUPERINTENDENT** and maintained by the **DISTRICT**. Payments shall be made as follows: One hundred percent (100%) of the annual amount due will be transferred on or about June 15, 2010.

5. Duration of Agreement

- a. The term of this Agreement shall be from July 1, 2009 through and including, June 30, 2010.
- b. The terms of this Agreement may be changed, amended or canceled, upon mutual consent of the **SUPERINTENDENT** and the **DISTRICT**.

6. Insurance

The **SUPERINTENDENT** agrees to carry appropriate insurance covering the classrooms and furnishings, including but not limited to, fire and public liability insurance.

7. Mutual Hold Harmless


**SUPERINTENDENT** hereby agrees to indemnify, hold harmless, and defend the **DISTRICT** and its departments, agencies, officers, or employees from all sums which **DISTRICT** or any of its departments, agencies, officers, or employees may be obligated to pay by reason of any liability imposed upon them for property and/or personal bodily injury and/or other damages arising out of or resulting from any negligence, error, act, or omission by **SUPERINTENDENT**, with respect to the identified premises, during the term of this Agreement or any extension thereof. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and attorneys' fees.

**DISTRICT** hereby agrees to indemnify, hold harmless, and defend the **SUPERINTENDENT** and its departments, agencies, officers, or employees from all sums which **SUPERINTENDENT** or any of its departments, agencies, officers, or employees may be obligated to pay by reason of any liability imposed upon them for property and/or personal bodily injury and/or other damages arising out of or resulting from any negligence, error, act, or omission by **DISTRICT**, with respect to the identified premises, during the term of this Agreement or any extension thereof. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and attorneys' fees.

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

**SAN BERNARDINO COUNTY  
SUPERINTENDENT OF SCHOOLS**

**COLTON JOINT UNIFIED SCHOOL  
DISTRICT**

  
\_\_\_\_\_  
Mary Jane Andersen, Program Manager  
Purchasing/Contracts

\_\_\_\_\_

Date: 11-24-09

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

**BOARD AGENDA**

**REGULAR MEETING  
December 10, 2009**

**ACTION ITEM**

**Board of Education**

- PRESENTED BY:** James A. Downs, Superintendent
- SUBJECT:** **Approval of Resolution, “Restore City of Colton Library Services”**
- 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 Resolution, “Restore City of Colton Library Services” as presented.



# Resolution

## *“Restore City of Colton Library Services”*

**WHEREAS**, 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; and

**WHEREAS**, the Board of Education, District administrators, teachers, and staff recognize the valuable services available to students and the community as provided by the City of Colton’s Public Library System.

**WHEREAS**, while practicing fiscal responsibility and balancing the educational needs of students, the District will explore avenues to ensure that library resources continue to be available to students; and

**WHEREAS**, the Colton JUSD will model respect, responsibility, caring and trustworthiness, as they work collaboratively with the City of Colton, San Bernardino County 5<sup>th</sup> District Supervisor, Josie Gonzalez, and other community organizations, to develop an amicable and effective response to the closure of the City of Colton’s Libraries; and

**WHEREAS**, the District will maintain effective and external communication, keeping all partners informed of services and resources made available by the district while city libraries are temporarily closed; and

**BE IT RESOLVED**, that the Board of Education of the Colton Joint Unified School District is hereby committed to supporting the academic needs of each and every student within the district and encourages the City of Colton to restore library services to the same operating level as prior to the November 12, 2009 closure.



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 this 10<sup>th</sup> day of December, 2009.

---

Marge Mendoza-Ware, President, Board of Education

Attest:

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James A. Downs, Secretary, Board of Education

## BOARD AGENDA

REGULAR MEETING  
December 10, 2009

### STUDY, INFORMATION AND REVIEW

**TO:** Board of Education

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

**SUBJECT:** Feasibility Study for a Joint Use Project with the San Bernardino County Library Adjacent to Bloomington High School

**GOAL:** Facilities / Support Services

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

**BACKGROUND:** District, county library staff, and Ruhnau Ruhnau Clarke and Associates (architects) have met over the past two years and developed a schematic design and estimated budget for a potential joint use library adjacent to Bloomington High School on District owned property (2.5 acres).

The proposed project would be approximately 5,760 square feet of area and would include approximately 25,600 book stacks. In addition to the library area, a conference room/classroom is included. The District would have priority use for instruction and meetings.

Students, staff, and the community would have access to Riverside and San Bernardino catalogs and materials. Similar projects have been successfully implemented in Fontana, Rialto, Snowline, Hemet, and San Jacinto, as well as many other districts.

The county librarian has recently expressed a continued interest in this project. It was on hold due to funding limitations.

The estimated budget is approximately \$1,650,000. The county library representatives have indicated that they can contribute \$500,000 toward the project and would also be responsible for furniture and equipment, which is approximately \$100,000.

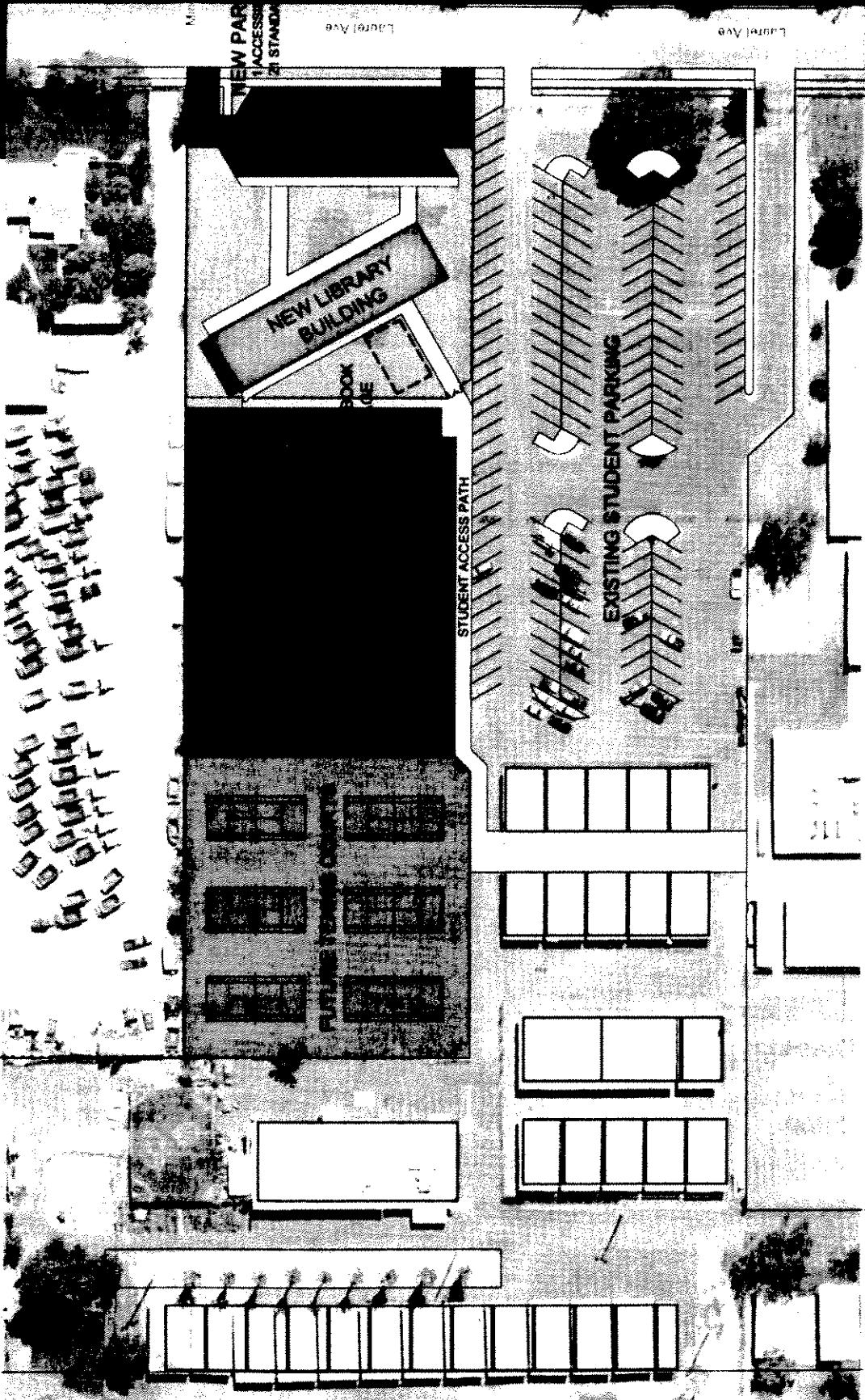
If the Board wishes to move forward with the feasibility study of this project, the preparation of environmental reports would be necessary.

The study includes using the buildings stored on the Meridian property.

# SIR I

LIBRARY BUILDING  
OCTOBER 2008

# BLOOMINGTON HIGH SCHOOL



COLTON JOINT UNIFIED SCHOOL DISTRICT B

SCHEME B  
OVERALL SITE PLAN

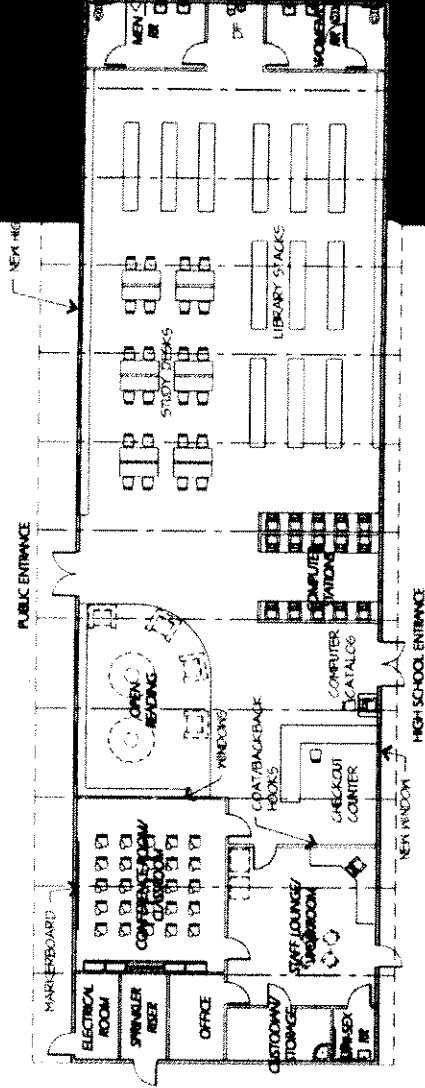
FEASIBILITY STUDY - FINAL

Rubnau Rubnau Clarke

Architects - Planners

# BLOOMINGTON HIGH SCHOOL

| LIBRARY BUILDING - PLAN 12 |                             |            |
|----------------------------|-----------------------------|------------|
| ROOM AREA SCHEDULE         |                             |            |
| ROOM NO.                   | ROOM NAME                   | AREA       |
| 01                         | OPEN AREA / LIBRARY STACKS  | 347.84 SF  |
| 02                         | COMPUTER STATIONS           | 283.63 SF  |
| 03                         | OPEN READING                | 44.16 SF   |
| 04                         | WOMEN'S RESTROOM            | 152.37 SF  |
| 05                         | MEN RESTROOM                | 152.37 SF  |
| 06                         | CONFERENCE ROOM / CLASSROOM | 416.67 SF  |
| 07                         | STAFF LOUNGE / WORKROOM     | 434.31 SF  |
| 08                         | UNISEX RESTROOM             | 46.00 SF   |
| 09                         | CUSTODIAN / STORAGE ROOM    | 107.33 SF  |
| 10                         | OFFICE                      | 41.07 SF   |
| 11                         | SPRINKLER RISER ROOM        | 76.83 SF   |
| 12                         | ELECTRICAL ROOM             | 75.49 SF   |
|                            |                             | 5760.03 SF |



PLAN 12  
FLOOR PLAN

| BOOK STACK CALCULATIONS - PLAN 12 |             |        |             |             |
|-----------------------------------|-------------|--------|-------------|-------------|
| LOCATION                          | LENGTH (LF) | HEIGHT | SHELVES     | TOTAL BOOKS |
| MAIN STACKS                       | 336         | 7'-0"  | 6           | 22,308      |
|                                   | 60          | 3'-0"  | 3           | 1,800       |
|                                   |             |        | SUB-TOTAL   | 24,208      |
| OPEN READING                      | 40          | 3'-6"  | 3           | 1,320       |
|                                   |             |        | GRAND TOTAL | 25,528      |

# BOARD AGENDA

REGULAR MEETING  
December 10, 2009

## STUDY, INFORMATION AND REVIEW

**TO:** Board of Education

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

**SUBJECT:** Proposed Land Use by Arrowhead Regional Medical Center of District Property Located on Meridian Avenue, Colton (6.66 net acres)

**GOAL:** Facility / Support Services

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

**BACKGROUND:**

The County of San Bernardino Real Estate Services Department has approached the District about using 1.5 acres for temporary use.

The Arrowhead Regional Medical Center has an immediate need for temporary construction parking and construction staging area from January 1, 2010 through October 31, 2010. There would not be any improvements to the property. Temporary fencing and a temporary driveway would be installed by ARMC contractors.

The County of San Bernardino has also expressed interest in purchasing the entire property for further expansion of the hospital. If the purchase is not possible, they would desire a long term lease as an option.

Legal counsel (Atkinson, Andelson, Loya, Rudd & Romo) recommends that a licensing agreement would best serve the District and the County, as the arrangement would be considered a “temporary-use”. It would allow the county to use District real property for a fee along with the following attributes:

- It is not subject to the lease and surplus property Ed Codes
- Does not grant a leasehold interest in the property
- The license does not have compensable rights in a condemnation proceeding

Staff is looking for Board direction on the San Bernardino County’s request for a short-term lease agreement for 1.5 acres and a possible purchase and/or long term lease of the entire 6.66 acres.

# SIR II

# REAL ESTATE SERVICES DEPARTMENT

825 E. Third Street, Room 207 • San Bernardino, CA 92415-0832  
(909) 387-7813 • Fax (909) 387-7833



COUNTY OF SAN BERNARDINO

David H. Slaughter  
Director

November 5, 2009

Alice Grundman, Director  
Facilities Planning and Construction  
Colton Joint Unified School District  
851 South Mt. Vernon  
Colton, California 92324

Re: Seven Acres Adjacent to Arrowhead Regional Medical Center

Dear Alice:

Thank you and Mr. Ayala for taking time to meet with us to discuss the immediate need Arrowhead Regional Medical Center (ARMC) has for parking in conjunction with the construction of a new medical office building. The County is interested in leasing approximately one and one-half acres of the seven acre parcel owned by the Colton Joint Unified School District (CJUSD) contiguous to the northern boundary of ARMC to accommodate 70 to 80 construction worker vehicles that are currently parked in spaces for hospital patients and visitors. The County would like to enter into a short term lease for the acreage through December 31, 2010; however, it is anticipated this need will end by October 31, 2010 when the building is scheduled to be completed. There will be no improvements required and a separate entrance into the CJUSD parcel can be temporarily arranged by the Architectural and Engineering Department of the County.

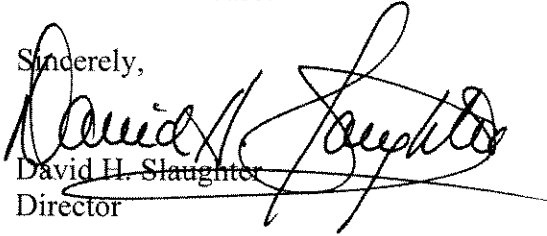
In addition, the County would like to purchase the seven acres. With both the expansion of services of the hospital, which includes increasing the bed count with over 80 patients and the addition of the Open Heart Surgery and Radiation Oncology Service areas, the hospital will need to hire approximately 200 additional employees, which will bring the total employees at ARMC to approximately 3,300. These additional employees will, of course, increase the need for parking. If a purchase is not possible, the County would consider a long-term lease, but with the current number of employees, the additional 200 to be hired in the very near term, together with visitors, vendors and suppliers, sufficient parking will be a crucial and never ending issue. Therefore, in lieu of a forty-year or longer lease, the County very much prefers to purchase the seven acres,

MARK UFFER  
County Administrative Officer

Board of Supervisors  
BRAD MITZELFELT . . . . . First District      NEIL DERRY . . . . . Third District  
PAUL BIANE . . . . . Second District      GARY C. OVITT, Chair . . . . . Fourth District  
JOSIE GONZALES, Vice Chair . . . . . Fifth District

We look forward to your response and, as we discussed, time is of the essence regarding the short term lease.

Sincerely,

A handwritten signature in black ink, appearing to read "David H. Slaughter". The signature is written in a cursive style with a large, prominent initial "D".

David H. Slaughter  
Director

cc: Patrick Petre  
Carl Alban  
Jim Miller  
Arcie Cummings