

# Colton Joint Unified School District

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

## Board of Education Regular Meeting

Thursday, February 4, 2010  
at 5:30 p.m.



### AGENDA

#### **1.0 OPENING**

##### 1.1 Call to Order

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

\_\_\_ Mr. James A. Downs  
\_\_\_ Mr. Jerry Almendarez  
\_\_\_ Mr. Jaime R. Ayala  
\_\_\_ Ms. Mollie 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.

1.2 Renewal of the Pledge of Allegiance

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

**2.0 SPECIAL PRESENTATIONS**

Budget – Jaime R. Ayala

**3.0 SCHOOL SHOWCASE**

*None*

**4.0 ADMINISTRATIVE REPORTS**

AR-4.1 Personnel – Resignations  
Page 5

AR-4.2 Quarterly Uniform Complaint Report Summary (October through December 2009)  
Page 7

AR-4.3 Seville Construction Services, Inc. Letter of Authorization No. 3 Executed by Assistant  
Page 9 Superintendent, Business Services Division

**5.0 PUBLIC HEARING**

*None*

**6.0 PUBLIC COMMENT**

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

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

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

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

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

**Public Comment:** Item Not on the Agenda

**7.0 ACTION SESSION**

**A. Consent Items**

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

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

Page 47 A-1 Approval of Minutes: Regular Meeting, January 21, 2010

Page 63 A-2 Approval of Student Field Trips

Page 67 A-3 Approval of Consultants for Assembly Presentation

Page 69 A-4 Approval of the New Course Descriptions and Adoption of Textbooks, Ancillary and Supplemental Instructional Materials for *Introduction to Vertebrate Zoology*, Grades 11-12 (Beginning February 2010)

Page 93 A-5 Approval of Agreement (#09/10-0437) with the San Bernardino County Superintendent of Schools for the AB 212 Educational Stipend Program (2009-10)

Page 99 A-6 Approval to Accept National Board for Professional Teaching Standards Incentive Award (2008-09)

Page 101 A-7 Acceptance of Gifts

Page 103 A-8 Approval to File Notice of Completion: Bid #09-10CA – Carpet Installation Project at Crestmore, D’Arcy and Lincoln Elementary Schools and Washington High School (*Mike’s Custom Flooring*)

Page 107 A-9 Authorization for the District to Enter into Agreements with Colleges and Universities for Student Teaching and/or Internship Programs (2009-10)

**B. Action Items**

Page 109 B-1 Approval of Personnel Employment

Page 111 B-2 Approval of Conference Attendance

Page 113 B-3 Approval of Resolution 10-04 to Non-Reelect Temporary Certificated Employees

Page 117 B-4 Approval of Purchase Orders

Page 119 B-5 Approval of Disbursements

Page 121 B-6 Approval of Contract with Time Warner Cable to Provide Gigabit Connectivity to San Bernardino County Superintendent of Schools for Internet and Financial Services Access for 2010–15

Page 145 B-7 Approval to Use California Multiple Award Schedule (CMAS) to Procure Telecommunication Products and Services for E-Rate 13 Projects

Page 147 B-8 Approval to use Spectrum Communications to Provide Local Area Network/Wide Area Network (LAN/WAN) Electronic Maintenance Services

C. **Action Items – Board Policy** – *None*

D. **Action Items – Resolutions** – *None*

**8.0 SUPERINTENDENT’S COMMUNICATION**

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**9.0 BOARD MEMBER COMMENTS**

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**10.0 CLOSED SESSION**

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

10.1 **Student Discipline, Revocation, and Re-entry**

10.2 **Personnel**

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

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

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

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

10.4 **Conference with Legal Counsel—Anticipated Litigation**

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

10.5 **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)

**11.0 PUBLIC SESSION -- ACTION REPORTED FROM CLOSED SESSION**

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**12.0 ADJOURNMENT**

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**BOARD AGENDA**

**REGULAR MEETING  
February 4, 2010**

**ADMINISTRATIVE REPORTS**

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

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

**SUBJECT:** **Resignations**

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

**I. Certificated**

1. Crawford, Michael

Adult Ed Teacher - Washington  
Employed September 23, 1987;  
resignation effective January 30,  
2010. For retirement.

**AR-4.1**



## **BOARD AGENDA**

**REGULAR MEETING**  
**February 4, 2010**

### **ADMINISTRATIVE REPORTS**

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

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

**SUBJECT:** **Quarterly Uniform Complaint Report Summary  
(October through December 2009)**

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

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

**BACKGROUND:** As required by Williams Settlement legislation, the quarterly uniform complaint report summary for October, November and December 2009 is provided for your review.

**AR-4.2**

# Williams Settlement Legislation

## Quarterly Report Summary (2009)

### Quarterly Uniform Complaint Report Summary For submission to School District Governing Board and County Office of Education

District Name: Colton Joint Unified School District  
Quarter covered by this report: October, November, December 2009

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

	Number of complaints received in quarter	Number of complaints resolved	Number of complaints unresolved
<b>Instructional Materials</b>	0	0	0
<b>Facilities</b>	0	0	0
<b>Teacher Vacancy and Misassignments</b>	0	0	0
<b>Totals</b>	0	0	0

Submitted by: Mike Snellings

Title: Assistant Superintendent, Student Services Division



## BOARD AGENDA

REGULAR MEETING  
February 4, 2010

### ADMINISTRATIVE REPORTS

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Seville Construction Services, Inc. Letter of Authorization No. 3 Executed by Assistant Superintendent, Business Services Division
- GOAL:** Facilities / Support Services
- STRATEGIC PLAN:** Strategy #1 – Communication  
Strategy #4 – Facilities
- BACKGROUND:** Letter of Authorization No. 3 has been executed by the Assistant Superintendent, Business Services Division. This letter of authorization allows for the Program Manager to proceed with the following services:
- Community Relations Coordination Services which will develop, implement, manage and coordinate a District Community Outreach Program and public relations efforts.
  - Engage the services of an architectural firm, WLC Architects, Inc. to provide services to support the District's Facilities Master Plan for the campuses of Bloomington High School and Colton High School.
  - Coordinate the services of an architectural firm to prepare a District Wide Master Plan and provide coordination in the preparation of the District's Educational Specifications. Agreement will be with the District.
- The above services are in keeping with the agreement for program and construction management services related to Colton Joint Unified School District's Capital Improvement Program.
- A copy of the Letter of Authorization No. 3 is attached, and a representative from Seville Construction Services, Inc. will be present to answer the Board's questions.
- 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.

AR-4.3

## LETTER OF AUTHORIZATION No. 3

### **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 January 22, 2010 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 :
  - a. Community Relations Coordination Services which will develop, implement, manage, and coordinate a District Community Outreach Program and public relations efforts.
  - b. Engage the services of an architectural firm, WLC Architects, Inc. to provide services to support the District's Facilities Master Plan for the campuses of Bloomington High School and Colton High School.
  - c. Coordinate the services of an architectural firm to prepare a District Wide Master Plan and provide coordination in the preparation of the District's Educational Specifications. Agreement will be with 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 personnel 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 "A" is the Staffing Plan for all personnel that will be providing services pursuant to this Letter of Authorization.
4. **Schedule:** Attached hereto as Exhibit "A" is the Schedule for all services to be provided pursuant to this Letter of Authorization.

AR-4.3


5. **Master Planning Proposal:** Attached hereto as Exhibit "B" is the WLC proposal dated December 31, 2009 to provide services to support the District's Facilities Master Plan project for Bloomington High School and Colton High School.

The Parties, through their authorized representatives, have executed this Letter of Authorization as of the day and year first written above.

Seville Construction Service, Inc.

Colton Joint Unified School District

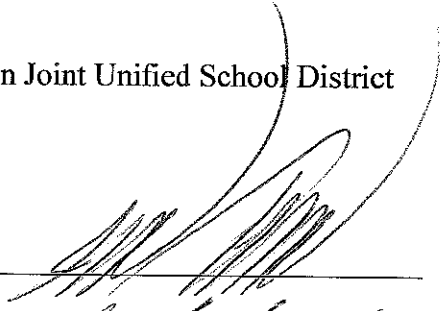
By:



Title:

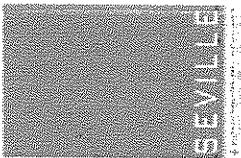
Dep. Program Manager

By:



Title:

Asst. Supt



Colton Joint Unified School District  
 Program Management - Extra Services  
 District Wide Master Planning  
 Community Outreach  
 Program Budget: \$377,000,000

Seville Construction Services -  
 Staffing Plan / Fee Schedule

Letter of Authorization No. 3:  
 Program Management - Extra Services

Schedule Legend

1	2	3	4	5	6	7	8	9	10	11	12
	Prog Mgmt										

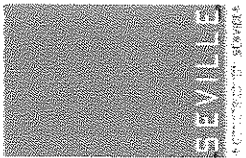
		2008 (Schedule)											
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<b>SUMMARY PROGRAM SCHEDULE</b>													
	Program Management and Planning												
	Community Outreach Program												

		2008 (Hours)											
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<b>ESTIMATED LABOR HOURS</b>													
	Community Relations Manager												
	Total Labor Hours												

FTE

		2008 (Fee)											
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<b>ESTIMATED LABOR FEE</b>													
	Principal In Charge												
	Program Manager												
	Director of Construction / Pre-Construction												
	Design Manager												
	Program Controls Manager												
	Total Labor Fee												
	Yearly Total Labor Fee												\$0

AR-4.3



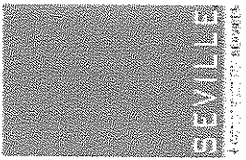
13 14 15 16 17 18 19 20 21 22 23 24

SUMMARY PROGRAM SCHEDULE												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Program Management and Planning												
Community Outreach Program												

ESTIMATED LABOR HOURS												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Community Relations Manager	83	165	165	165	165	165	165	165	165	165	165	165
<b>Total Labor Hours</b>	<b>83</b>	<b>165</b>	<b>165</b>	<b>165</b>	<b>165</b>	<b>165</b>	<b>165</b>	<b>165</b>	<b>165</b>	<b>165</b>	<b>165</b>	<b>165</b>
FTE	0.5	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
Principal In Charge	9,404	18,695	18,695	18,695	18,695	18,695	18,695	18,695	18,695	18,695	18,695	18,695
Program Manager												
Director of Construction / Pre-Construction												
Design Manager												
Program Controls Manager												
<b>Total Labor Fee</b>	<b>9,404</b>	<b>18,695</b>	<b>18,695</b>	<b>18,695</b>	<b>18,695</b>	<b>18,695</b>	<b>18,695</b>	<b>18,695</b>	<b>18,695</b>	<b>18,695</b>	<b>18,695</b>	<b>18,695</b>
<b>Yearly Total Labor Fee</b>	<b>\$215,043</b>											

AR-4.3



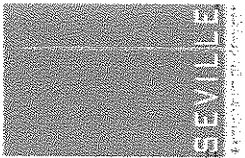
25 26 27 28 29 30 31 32 33 34 35 36

SUMMARY PROGRAM SCHEDULE	2011 (Schedule)											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Program Management and Planning												
Community Outreach Program												

ESTIMATED LABOR HOURS	2011 (Hours)												TOTAL
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Community Relations Manager	165	165	165	165	165	165	165	165	165	165	165	165	3,978
													0
													0
													0
													0
Total Labor Hours	165	165	165	165	165	165	165	165	165	165	165	165	3,978
FTE	1.0	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	2011 (Fee)												TOTAL
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Principal In Charge	19,255	19,255	19,255	19,255	19,255	19,255	19,255	19,255	19,255	19,255	19,255	19,255	446,107
Program Manager	-	-	-	-	-	-	-	-	-	-	-	-	-
Director of Construction / Pre-Construction	-	-	-	-	-	-	-	-	-	-	-	-	-
Design Manager	-	-	-	-	-	-	-	-	-	-	-	-	-
Program Controls Manager	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Labor Fee	19,255	19,255	19,255	19,255	19,255	19,255	19,255	19,255	19,255	19,255	19,255	19,255	446,107
Yearly Total Labor Fee	\$231,064												446,107

AR-4.3



**Colton Joint Unified School District**  
**Program Management - Extra Services**  
 District Wide Master Planning  
 Community Outreach  
 Program Budget: \$377,000,000

**Seville Construction Services -  
 Staffing Plan / Fee Schedule**

**Letter of Authorization No. 3:  
 Program Management - Extra Services**

Schedule Legend

Prog Mgmt

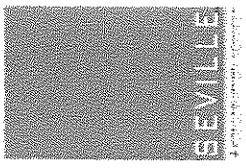
1	2	3	4	5	6	7	8	9	10	11	12
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec

ESTIMATED REIMBURSABLE EXPENSES (Allowance)	2008 (Reimbursables)											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
General Conditions												
Master Planning for BHS and CHS (Contract)												
District Wide Master Planning (Contract)												
Printing (Community Outreach)												
Computer Equipment												
Graphic Software												
Camera												
Cell Phone												
Mileage												
Community meetings (Hosting)												
<b>Total General Condition Costs</b>												
<b>Yearly Total General Conditions Costs</b>												
												\$0

\* Reimbursable expenses shown above are estimates and will be billed to Client based on actual costs plus 5%.

\* Speciality consultants / contracts will be billed at actual costs plus 5% (estimating, constructability reviews, value engineering, labor compliance, community outreach, Master Planning, etc.)

AR-4.3



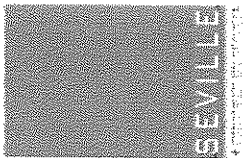
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ESTIMATED REIMBURSABLE EXPENSES (Allowance) General Conditions	2010 (Reimbursables)											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Master Planning for BHS and CHS (Contract)		12,000	40,000	40,000	40,000							
District Wide Master Planning (Contract)			100,000	100,000	100,000	100,000	100,000					
Printing (Community Outreach)			10,000			10,000			10,000			10,000
Computer Equipment			3,000									
Graphic Software			2,000									
Camera			400									
Cell Phone			100	100	100	100	100	100	100	100	100	100
Mileage			100	100	100	100	100	100	100	100	100	100
Community meetings (Hosting)			500			500			500			500
<b>Total General Condition Costs</b>		17,600	150,700	140,200	140,200	110,700	100,200	200	10,700	200	200	10,700
<b>Yearly Total General Conditions Costs</b>												
												681,600

\* Reimbursable expenses shown  
 \* Specialty consultants / c

AR-4.3

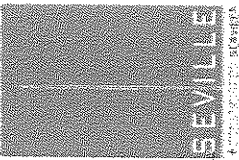




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ESTIMATED REIMBURSABLE EXPENSES (Allowance)	2011 Reimbursables												Total	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Master Planning for BHS and CHS (Contract)														\$132,000
District Wide Master Planning (Contract)														\$500,000
Printing (Community Outreach)			10,000			10,000			10,000				10,000	\$80,000
Computer Equipment														\$0
Graphic Software														\$3,000
Camera														\$2,000
Cell Phone	100	100	100	100	100	100	100	100	100	100	100	100	100	\$400
Mileage	100	100	100	100	100	100	100	100	100	100	100	100	100	\$2,300
Community meetings (Hosting)			500			500			500				500	\$0
<b>Total General Condition Costs</b>	200	200	10,700	200	200	10,700	200	200	10,700	200	200	200	10,700	\$726,000
<b>Yearly Total General Conditions Costs</b>	<b>\$44,400</b>													
* Reimbursable expenses shown													\$446,107	
* Speciality consultants / c													\$762,300	
													\$1,208,407	

AR-4.3



Colton Joint Unified School District  
 Program Management - Extra Services  
 District Wide Master Planning  
 Community Outreach  
 Program Budget: \$337,000,000

**Seville Construction Services -  
 Staffing Plan / Fee Schedule  
 Letter of Authorization No. 3:  
 Program Management - Extra Services**

Schedule Legend

Prog Mgmt

1 2 3 4 5 6 7 8 9 10 11 12

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	165.00	169.85	175.05	180.30	185.71
Director of Construction / Pre-Construction	155.00	159.85	164.44	169.37	174.46
Design Manager	145.00	149.35	153.83	158.45	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	146.32
Project Controls Engineer / Scheduler	110.00	113.30	116.70	120.20	123.81
Office Manager (Doc Control Mgr / Actg Support)	95.00	97.85	100.78	103.81	106.92
IT Manager	120.00	123.60	127.31	131.13	135.06
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
Community Relations Manager	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

\* Billing Rates include a 3% increase per calendar year.



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

December 17, 2009  
Revised: December 31, 2009

Ms. Ana C. Rojas, AIA  
Vice President/Director of Design and Construction  
Seville Construction Services, Inc.  
One Colorado/Old Pasadena  
35 Hugus Alley, Suite 210  
Pasadena, CA 91103

Re: Facilities Master Plans  
Colton High School  
Bloomington High School

Dear Ana:

With this letter we are enclosing our proposal to provide services to support the District's Facilities Master Plan project for two high school campuses. We have extensive experience in providing specialized professional services related to facilities planning, campus evaluations, master planning, and defining the scope of work. We have provided similar services to Redwood City Schools, West Contra Costa Unified School District, Redlands Unified School District, and many other districts throughout the state of California. We have a demonstrated track record of success in soliciting community input and preparing a comprehensive Master Plan that reflects the needs of the District, students, and community members.

Developing a Facilities Master Plan allows the District to better organize campus standards, program all projects with a consistent scope of work, and to approach the design of all facilities with common goals. The objective is to prepare a living document which identifies the current assessment of school buildings and sites, evaluates the facilities needs of the District, and integrates improvement areas to meet future goals. To reach this goal, the Architect will work with the District to define goals and objectives. Based on our experience, we have prepared a scope of services that will best serve the District to insure that every task that our team undertakes will contribute to final preparation of a concise facility master plan.

Thank you for your time and consideration of WLC Architects, Inc. We look forward to continuing our partnership.

Sincerely,

ROBERT J. HENSLEY  
Architect, AIA  
LEED™ AP  
Chairman, Principal

RJH:pa/09-0232-prp

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Proposal for Facilities Master Plan  
Colton Joint Unified High School District

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### **Fee and Schedule**

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## **WLC Proposed Design Team**

**Robert J. Hensley**, Principal, AIA, LEED™ AP – Mr. Hensley is proposed as the Executive Principal-in-Charge for the duration of the project and will be the primary formal contact for the District. Mr. Hensley shall be a key leader in facilitating team participation and shall work closely with site participants during the entire Facilities Master Plan process. Mr. Hensley shall be responsible for the performance of the WLC Design Team including consultants, ensuring District goals and objectives are met, managing established schedules and budgets, delivery of all services, project oversight, quality control, and Board of Education presentations.

*"The best architecture is found in projects that do more than simply resolve the design issues. These projects present unique solutions which exceed all expectations at all levels. Successful projects require a comprehensive approach and excellence in all phases – from concept to construction."*

-Robert Hensley-

**Elizabeth Sabol**, Architect, LEED™ AP – Ms. Sabol is proposed as the project Architect and will be the primary WLC Design Team member, along with the Principal-in-Charge, participating in all committee meetings and Board of Education presentations. She will be directly involved in the master plan design of each campus; she shall coordinate, review, and integrate the approved goals and objectives into the overall master plan design. She shall be responsible for organizing and recording project information and developing cost estimates into a usable format for the District.

*"A successful project requires an integrated team approach. It requires listening to the needs and ideas from all team players and selecting those ideas that best serve the goals of the project."*

-Betty Sabol-

**Steve Stearns**, Senior Project Manager, Mr. Stearns is the proposed master plan designer for the campuses. He will be responsible for incorporating all information gathered and developing site specific solutions for each campus.

*"Never lose sight of your vision"*

-Steve Stearns-

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**Jose Adrianzen**, Architect, AIA – Mr. Adrianzen is the proposed field Architect whose primary role will be the analysis of existing facilities. He will review any available record drawings and prepare preliminary site plan background drawings that will be the basis for the Facilities Master Plan.

*"Listen, learn, and apply your knowledge."*

-Jose Adrianzen-

**Ron Pregmon**, Director, Educational Planner – Mr. Pregmon shall provide valuable state agency support to Colton Joint Unified School District and provide the most current Agency (OPSC, CDE, DSA) requirements, and current and upcoming legislation that would impact the District's future plans. Mr. Pregmon provides direct assistance with funding eligibility, related preliminary programs, enrollment projections, and state applications and regulations.

*"One constant in both education and legislation is change . . . the successful organizations stay ahead of the curve."*

-Ron Pregmon-

**Daryl Van Dran**, Project Manager, Mr. Van Dran's primary role will be the analysis of existing facilities. He will assist Mr. Adrianzen in information gathering for the high school sites.

*"I feel that integrity, determination, trust, and fairness are the foundations for a successful project."*

- Daryl Van Dran-

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## **Robert J. Hensley**

Architect, AIA  
LEED™ AP  
Chairman, Principal

### **Education:**

California Polytechnic State University,  
Pomona CA  
Bachelor of Science, Architectural Design, Cum Laude

### **Registration:**

Architect, California C17256  
LEED™ AP

### **Experience with WLC:**

Mr. Hensley has been employed with WLC Architects, Inc. since 1981 and has been a Principal Architect leading his own design studio since 1985. Along with his project duties, Bob is also responsible for overall office management and project accounting.

Since 1981 as a Designer/Project Manager and through the years, Bob has maintained an extremely diversified portfolio of projects including schools, civic centers, religious, and commercial assignments. Bob's design work has been recognized at local, state, and national levels with numerous awards.

### **Selected Project Experience:**

Bob has been the Principal-in-Charge of the largest and most complex Master Plans prepared by WLC.

For **West Contra Costa Unified School District**, Mr. Hensley provided a detailed Facilities Master Plan for 60 campuses that became the basis for two General Obligation bonds totaling over \$1 billion in local expenditures. WLC was also retained as the Master Architect and in that role provided continuity for the master plan and oversaw the work of other architects.

Most recently, Bob completed the Facilities Master Plan, as the Master Architect, for **Capistrano Unified School District**. This included detailed investigations, site plan diagrams, cost estimates, and priorities for 53 campuses.

Bob has also been the principal Architect for elementary, middle, and high school projects throughout California. Selected school projects include long-standing district relationships:

Santiago High School, Corona-Norco Unified School District  
Bay Laurel Elementary School, Las Virgenes Unified School District  
East Valley High School, Redlands Unified School District  
West Contra Costa Middle School, West Contra Costa Unified School District

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## **Elizabeth Sabol**

Architect  
LEED™ AP

### **Education:**

California Polytechnic State University, San Luis Obispo  
Bachelor of Architecture  
University Florence, Italy  
Universidad Anahuac, Mexico City, Mexico

### **Registration:**

California, Architect – C31175  
LEED AP (Leadership in Energy and Environmental Design, Accredited Professional)

### **Languages:**

Spanish and Italian

### **Experience with WLC:**

Since 1997, as an Architect of the firm, Ms. Sabol has been involved in a wide range of responsibilities including: Initial client planning meetings, presentations, design, development, coordination with engineers, document preparation, quality control, and construction administration.

Betty's educational projects include both private and public work including: facilities master plans, needs assessments, new construction, additions, and minor and major renovations. She is experienced in a variety of construction delivery methods including design build, traditional design-bid-build, construction manager with multiple prime, and phased construction.

Betty has dealt successfully with State agencies such as DSA, CDE, OPSC, and their requirements.

### **Selected Project Experience:**

For the Capistrano Unified School District, Betty recently completed their Facilities Master Plan that included 53 schools: 34 elementary, 12 middle and 7 comprehensive high schools. This is a comprehensive analysis for the District. It includes defining District goals and objectives, preparing a demographic analysis, detailed Facility Field Survey of each campus, establishing District design standards, providing a funding source analysis, and developing project scope, budgets, and schedules.



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# Steve Stearns

Project Manager

## Education:

University of Arkansas  
Bachelor of Architecture, 1997

## Experience with WLC:

Mr. Stearns joined WLC Architects, Inc. in June 1997. Prior to joining WLC, Mr. Stearns has studied extensively in Italy, France, Germany, and Spain. He also comes to WLC with a background in construction and structure detailing.

Steve has specialized in educational architecture since joining WLC. He has worked on educational projects that range from child development centers to collegiate level administration facilities as well as secondary educational facilities.

## Highlighted Experience:

- Grand Terrace High School, Colton Joint Unified School District
- Lincoln High School Modernization  
Los Angeles Unified School District
- Ascot Avenue Elementary School Expansion  
Los Angeles Unified School District
- Carmel Creek Elementary School Expansion  
Solana Beach School District
- Vista La Mesa Elementary School Expansion  
Lemon Grove School District
- Lemon Grove Middle School Modernization  
Lemon Grove School District
- Bonita High School Modernization  
Bonita Unified School District
- Bernard Milken Jewish Expansion  
The Jewish Federation
- Rancho Middle School Expansion  
Cucamonga School District
- The Pegasus School Expansion  
The Pegasus School
- Various Child Development Centers  
Los Angeles Community College District
- Los Angeles Southwest College Expansion  
Los Angeles Community College District
- Sunset Elementary School  
Ventura Unified School District
- Foothill Technology High School  
Ventura Unified School District

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# **José Adrianzen**

Architect, AIA

## **Education:**

California State Polytechnic University, Pomona

Bachelor of Architecture

Harvard University, Cambridge, MA

Graduate School of Design – Certificate Program

Mt. San Antonio College, Walnut, CA

Architecture and Design Adjunct Professor

## **Registration:**

California, Architect – C25674

American Institute of Architects

## **Languages:**

English and Spanish

## **Experience with WLC:**

Mr. Adrianzen joined WLC in 1996 as a Licensed Architect in 1996. He is responsible for planning meetings, facility needs assessments, construction document preparation, coordination with consulting engineers, and quality control. Mr. Adrianzen has been successful in securing agency approvals and proper project closeout for school projects.

José has been involved in new construction as well as a number of modernization projects for our public school clients. He is experienced with general contractors in traditional design-bid-build projects, as well as with construction manager projects with multiple prime contractors.

## **Selected Project Experience:**

Most recently, José has worked with the Colton Joint Unified School District in a variety of project sites, from planning through installation of portable classrooms at fourteen sites, to the construction administration of a complete school campus for the Sycamore Hills Elementary School.

For the Redlands Unified School District, José was involved from planning through the DSA review and approval process, to the construction administration of the Beattie Middle School. He also worked on the modernization of seven campuses within the District.

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## **Ron Pregmon**

Director, Planning and Business Development

### **Education:**

Masters, Business Administration

Oklahoma City University

Bachelor of Science, Business

Pennsylvania State University

Community College Instructor/Administrator

ACSA Business Manager Academy

Certificate in Public School Facilities

### **Experience with WLC:**

Mr. Pregmon joined WLC in 1994 and as your State Agency Advocate is not assigned to just one studio team. Instead, he acts as a resource to the entire office, answering program related questions, and he is developing WLC's project tracking system. Ron is also involved in much of the firm's marketing efforts.

Ron is responsible for making sure that your project is getting the appropriate amount of attention from OPSC, CDE, DTSC, and DSA. He is there to work as an extension of your facilities department and can assist you with enrollment projections and state applications, and appeals should they be necessary.

Our Planning Department offers full-service facility planning through contract or actual onsite management. From eligibility development through OPSC processing of all forms, our planning staff is experienced and ready to assist with your every facility need. Planning, site acquisition, CEQA, bond election planning, and design build are just a few of the services WLC Planning and Site Services offers.

### **Selected Project Experience:**

Along with serving as a project-specific resource to the entire WLC studio, Ron has also been actively involved in many other arenas:

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Ron developed the idea for *Schoolink*, a periodical newsletter prepared by the planning staff of WLC Architects which addresses newsworthy items, developments, and issues within the Office of Public School Construction, California Department of Education/School Facilities Planning Division, Division of the State Architect, Department of Toxic Substances Control, and of course the State Allocation Board.

Ron has also been actively involved in CASH (the Coalition for Adequate School Housing). He is a member of the Board of Directors and has sat on the State Allocation Board Legislative and Implementation Committees.

Before joining WLC, Ron headed Project SHARC (School Housing Alternatives for Riverside County). Through that network of professionals, Ron has gone on to develop an extensive program of monthly workshops hosted by County Schools offices all over California. Your facilities department will want to check with your local County Schools office for the workshop date and time near you.

When he is not doing all of that, Ron finds time to be an instructor in the Public Schools Facilities program at UC Riverside and instructs on Facilities Management for the ACSA Business Academy.

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# **Daryl Van Dran**

Project Manager

## **Education:**

College Accredited Courses for

Los Angeles City Certification in the SMAW, GMAW, and GTAW Welding Process

## **Experience with WLC Construction Services:**

Mr. Van Dran's construction experience began in June 1979 shortly after graduating from high school. From 1979 through April 2005, he worked for a single company that provided construction services throughout the United States as well as in other countries. During those 26 years, Mr. Van Dran worked as a sheet metal mechanic, lead man, foreman, project superintendent, and project coordinator.

Since joining WLC Construction Services, Inc. in April 2005 as a Project Manager, Mr. Van Dran has assisted the clients with everything from the initial design meetings to the final project occupancy. His responsibilities as Project Manager include performing constructibility reviews, developing scope, document review, bidding, construction administration, and project closeout. Mr. Van Dran welcomes the added challenge of coordinating school construction on the campuses while classes are in session.

## **Selected Project Experience:**

San Juan Capistrano Facilities Master Plan

Measure "T" South Whittier School District Projects

Loma Vista Window Replacement

Graves Middle School - Student Mall

Administration Expansion/Restroom Renovations at 8 Sites

Miscellaneous Projects (Lunch Shelters, HVAC Upgrades, Roof Upgrades, Fitness Equipment)

Perris High School Modernization and Site Additions

Paloma Valley High School Phase II

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## **CONSULTANT TEAM**

### Civil Engineering

#### **Epic Engineers**

101 East Redlands Boulevard, Suite 146  
Redlands, CA 92373  
909.792.5969

### Structural Engineering

#### **R.M. Byrd and Associates**

1047 West Sixth Street, Suite A  
Ontario, CA 91762  
909.983.5599

### Electrical Engineering

#### **A & F Engineering Group, Inc.**

9333 Baseline Road, Suite 100  
Rancho Cucamonga, CA 91730  
909.941.3008

### Mechanical/Plumbing

#### **BP & Associates, Inc.**

3 Peters Canyon Road, Suite 100  
Irvine, CA 92606  
949.417.3900

### Demographics

#### **Davis Demographics & Planning, Inc.**

11850 Pierce Street, Suite 200  
Riverside, CA 92505  
951.270.5211

## **Master Planning Scope of Services**

Each school district will approach the process of preparing a facilities master plan with different expectations, different challenges, and a variety of objectives that can all greatly affect the scope of work and time required to complete the task. In developing a comprehensive long range Facilities Master Plan intended to guide growth and future development of the District's high schools, WLC's experienced systematic approach will result in a viable, dynamic plan that will remain flexible and adaptable to inevitable changes that occur over the passage of time.

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Based on WLC's experience, we have found the following Scope of Services necessary to prepare a successful and valuable facilities master plan:

### **Defining Education Facility Goals and Objectives**

Defining District Goals and objectives is of utmost importance; it will provide guideposts under which activities can be listed to start a work plan. This will provide the District a consistency in decision making and a steady point of reference for project development.

**Goals:** Broad, abstract statements of intent that help create a vision of what you are striving to accomplish over a significant period of time.

**Objectives:** Short-term outcomes that are pathways to goals. Objectives are S.M.A.R.T.: Specific, Measurable, Achievable, Relevant, and Time-Bound.

WLC's primary role during this phase will be to facilitate discussions and "Listen" to the needs and concerns expressed by the groups listed below. The importance of listening cannot be overstated; people who are heard and recognized will become true stakeholders. WLC will also be there to educate groups regarding, but not limited to, project planning, budgets, schedules, agency requirements, codes, and constraints.

Superintendent meeting - to understand the District's overarching goals.

Site Committee meetings- to understand the needs of each campus and the challenges that staff, students, and administrators have with existing facilities.

Maintenance and Operations meetings – will be critical to understanding ongoing problems at each school.

**It will be WLC's responsibility to ensure that the goals and objectives defined and concerns raised are in fact incorporated into the Facility Master Plan.**

### **Enrollment History and Trends**

WLC will review the student enrollment history and trends and compare findings to current site capacity. WLC will identify areas with potential growth and/or limitations and make recommendations accordingly.

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## **Analysis of Current Facilities**

Data collection for the Facilities Master Plan will be conducted to evaluate existing building conditions, available system capacity, opportunities, and constraints. WLC has put in place a systematic approach to gathering necessary information for your project. This will include the following:

### **Review Facility Master Plan**

- WLC will review the previous master plan to understand the District project development history, verify if intended goals have been met, and assist the District in setting a new course.
- Existing Facility Analysis of Current Facilities
- **Site Survey** – Evaluation of existing buildings and utility infrastructure conditions and energy efficiency will be assessed at each site. This is also true regarding parking and transportation needs, and all code compliance issues.
- WLC will verify existing site conditions and evaluate them on several levels.
  - Each site will be reviewed for fire access to determine whether adequate fire equipment coverage is available.



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- Each site will be reviewed for accessibility (or ADA) to determine whether access upgrades are required.
  - Aerial photographs will provide high resolution current information regarding existing on-site portables, development opportunities, and site constraints.
  - Consulting engineers will visit sites as required to address issues raised by the District, Maintenance and Operations, and/or the site committee.
- **Record Drawing Review** - Prior to a site visit, WLC and consulting engineers will review available record drawings to understand structural, electrical, mechanical, and plumbing systems.

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- **Building Survey** – Many of the tasks required to determine the structural safety, ADA accessibility, and sustainable energy design standards will require site specific visits. WLC will work closely with District Representatives to coordinate campus access. Existing facilities will be evaluated on three levels: Structure, systems, and programs.
    - **Structure** – This review will include a visual observation of each school campus building. Deficiencies will be reported and quantified in order to prepare accurate cost estimates.
    - **Building Systems** – Structural, mechanical, and plumbing will be reviewed based on reported concerns by Maintenance and Operations and/or the General Advisory Committee. The Consulting Electrical Engineer will review all school to establish power and data capacity, and review existing compliance of the fire alarm system.
    - **Program** – Program review will provide valuable information for the Design Team in order to understand the way the campus is used and where the facility supports the programs offered. Additionally, WLC will compare core facilities: Administration, Libraries, Multi-purpose rooms, and Gymnasiums with California Department of Education standards.
    - Consulting engineers will visit sites as required to address issues raised by the District, Maintenance and Operations, and/or the site committee.

### **Demographic Analysis and Enrollment Projections**

If the District does not have current demographic and enrollment projections, WLC will use the consulting services of Davis Demographics to provide a demographic analysis describing the characteristics of the student population and long term projections needed in the preparation of the Facilities Master Plan. Services will include reviewing all school boundary policy, maps, proposed developments, and other information that would impact school site capacities.

### **Financing Strategies and Schedule**

The strength of our team is in our understanding of total project requirements and budget constraints. Our objective is to protect the interests of the Colton Joint Unified School District. You will find that we will also maintain an excellent professional relationship with the other architectural firms, engineering firms, consultants, and contractors retained for your project to meet this goal.

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**Funding source options** will be outlined to assist the District in developing a Facilities Master Plan that maximizes the opportunities that exist for capturing state funding, local joint-use project funding, best utilization of available District funds, and provide an overview of all other alternative funding sources.

**State funding eligibility** will be determined based upon the District's enrollment projections, existing facility site surveys, and past District participation in the State Funding Program. The Office of Public School Construction (OPSC) continually changes the application process and funding levels for various project types, and there are many opportunities for additional grants that can be pursued. We recommend that after the existing documentation has been reviewed and we have outlined a draft version of the District's funding eligibility, we meet with the OPSC Project Manager to confirm our assumptions.

**Estimates of probable construction cost** will be prepared to reflect the scope of work shown on the site diagrams and necessary improvements based on the building surveys and available funding sources.

A **cash-flow analysis** will be prepared to indicate the fiscal year impact projected over the life-span of the Facilities Master Plan (FMP) after the District Standards have been defined, facility analysis of existing conditions is complete, and projected future projects have been identified. This cash-flow analysis, just like the FMP itself, will become a living document that can be adjusted as variables change. Changes in enrollments, the economy, State funding, educational requirements, and many other factors can all have direct effects upon the recommendations of the Facilities Master Plan.

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## **Schedule**

Good planning will be important in order to assure that the District's intentions and expectations are met with each project schedule. Therefore, our approach will incorporate development of functional checks and balances to enable the Design Team to direct and control planning, design, and construction.

**Master Project Schedule** - WLC will develop a Master Project Schedule which will contain key milestones to be accomplished by the project participants, including a schedule of the Architect's and Consultant's design activities. Our team is familiar with all scheduling software programs such as Primavera P3, Suretrack, and MS Project.

The schedule will be based on the work outlined in the Master Plan. WLC has developed necessary control systems to schedule major milestones and complete necessary tasks on a timely basis. The schedule will include time for review and approvals. WLC shall review the schedule with the District on a regular basis to ensure adherence to the time line goals.

## **Implementing Recommendations**

Upon completion of the previous listed tasks, WLC will assist the District in defining proposed renovations or additions to existing facilities. Proposals will be developed for the School Board's review and approval.

This will include infill proposals and utilizing of Best Practices for new facilities construction. The planning process for each project will begin by stating the goals, objectives, and priorities. The scope of work and budget will be quickly defined.

Sustainable and energy efficient designs are standard design criteria for WLC Architects, Inc. Several of our staff architects are LEED accredited. Our team can recommend a variety of energy/resources conservation options for the District's consideration.

Proposed projects will contain cost/benefit assessment. Each project schedule will indicate all phasing and possible project delivery methods. Building a project with a general contractor or construction manager should be discussed in detail as there are advantages to either method depending upon the nature of the project.

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## Introduction

WLC is providing a Fee Proposal for Services that will allow the District to eliminate ambiguity and identify unknown variables for the Facilities Master Plans at Colton and Bloomington High Schools. The proposed work will provide the District a comprehensive site specific Master plan that will enable be a decision-making tool with quantified project information, concrete cost estimates, and conceptual design for future projects.

## Fee Estimate Proposal

WLC proposes compensation be determined based on the following estimated amounts as authorized by the District. WLC suggests a review and confirmation process with the District to determine and finalize the necessary scope considering the varying levels of complexity of a master plan. Attached is a breakdown of fees and details for each task listed below.

a.	Defining Goals and Objectives .....	\$ 13,280.00
b.	Demographic Analysis (not required).....	\$ 0.00
c.	Facilities Survey of Campuses .....	\$ 25,790.00
d.	Program Design Standards.....	\$ 14,960.00
e.	*Educational Specifications (see footnote).....	\$ 36,530.00
f.	Funding Source Analysis (not required) .....	\$ 0.00
g.	Master Plan Projects/Schedules/Budgets .....	\$ 29,520.00
i.	Consultant Reimbursable Expenses.....	\$ 11,540.00

## Standard Hourly Rates

Principal of Firm .....	\$ 200.00
Senior Associate Architect .....	\$ 175.00
Associate Architect .....	\$ 175.00
Project Architect .....	\$ 165.00
Senior Project Manager.....	\$ 170.00
Project Manager .....	\$ 150.00
Technical Level I.....	\$ 95.00
Technical Level II .....	\$ 85.00
Technical Support .....	\$ 75.00

## Schedule

WLC can perform the above listed tasks in the next two months with anticipated completion date of February 28, 2010

\* Educational Specifications will be invoiced as an additional service as services are requested by District.

Category	Program	Personnel	Travel	Materials	Equipment	Supplies	Printing	Telephone	Postage	Miscellaneous	Total		Total
											Personnel	Travel	
A. DEFINING GOALS & OBJECTIVES	18	55	34	9	0	0	0	0	0	0	0	0	33,280.00
B. DEMOGRAPHIC ANALYSIS	0	0	0	0	0	0	0	0	0	0	0	0	-
C. FACILITIES SURVEY OF CAMPUSES	19	62	108	20	0	0	0	0	0	0	0	0	25,790.00
D. PROGRAM DESIGN STANDARDS	0	36	86	10	0	0	0	0	0	0	0	0	14,760.00
E. EDUCATIONAL SPECIFICATIONS	50	188	68	30	0	0	0	0	0	0	0	0	36,530.00
F. FUNDING SOURCE ANALYSIS	0	0	0	0	0	0	0	0	0	0	0	0	-
G. MASTER PLAN PROJECTS/SCHEDULES/BUDGETS	29	60	64	24	0	0	0	0	0	0	0	36	20,520.00
Total:	124	301	340	73	0	0	0	0	0	0	0	36	120,080.00
<b>Reimbursable Services</b>													
H. CONSULTANT REIMBURSABLE EXPENSES (BUDGET)	0	0	0	0	16	8	16	16	16	16	12	12	11,340.00

A. Defining Goals & Objectives Scope of Work Component		Fiscal Year						Total	Total
		2010	2011	2012	2013	2014	2015		
<b>A. DEFINING GOALS &amp; OBJECTIVES</b>									
1.	Meetings with Facilities sub-Committee	4	4						\$ 1,460.00
2.	Summarizing Health and Safety Issues Defined during Site Survey with Recommended Code Compliance	1	4	2					\$ 1,010.00
3.	Define Educational & Instructional Impacts of Quality Facilities; Define Facility Goals & Objectives	2	1	8	2				\$ 1,475.00
4.	Determine District Requirements to Achieve Equity of Facilities & Prioritize Various Improvements; Comparison of Sites	2	4	8	1				\$ 1,895.00
5.	Compare Existing Facility Infrastructures Sites to State Recommended School Facilities Standards; Recommend Needed Improvements	4	8	6	1				\$ 2,745.00
6.	Compare Existing Campus Site & Grounds to State Recommended School Facilities Standards; Recommend Needed Improvements	2	6	6	1				\$ 2,035.00
7.	Prepare Concept Site Diagrams to Illustrate Goals & Objectives on a Campus by Campus Basis	1	4	2	1				\$ 1,125.00
8.	Summarize Existing School Site Capacities; State Guidelines, & District Loading Standards	2	4	4	1				\$ 1,515.00
<b>Sub-Total:</b>		18	33	34	9	0	0	0	\$ 13,280.00

B. Demographic Analysis		2010	2015	2020	2025	2030	2035	2040	2045	2050
Scope of Work Components		0	0	0	0	0	0	0	0	0
Tasks										
<b>B. DEMOGRAPHIC ANALYSIS</b>										
1. Review of District Demographics, Enrolment Projections, Boundary Policy, and Site Capacity Analysis.										
2. Compare District Enrolment Projections with Site Capacity and Identify all Special Use Programs										
3. Facilities Master Plan incorporating review of District Boundary Policy, Maps, & Proposed Developments										
4. Summary of Existing Capacity and Projected Needs District Facilities.										
Sub-total:		0	0	0	0	0	0	0	0	0



Task	C. Facility Survey of Campuses										Sub-total	
	Architect	Engineer	Interior Designer	Acoustical Consultant	Energy Consultant	Lighting Consultant	Environmental Consultant	Health & Safety Consultant	Transportation Consultant	Food Services Consultant		Other
<b>C. FIELD INSPECTION SURVEY</b>												
1. Review Facilities Needs Assessments prepared by other Architect	2	4										\$ 1,000.00
2. Review of Existing M&O Needs Assessment, Health, & Life Safety. Make additional recommendations for including in FMP	2	6										\$ 1,465.00
3. Identify Safety, Noise & Environmental Issues on a Campus by Campus Basis	1	4										\$ 1,770.00
4. Evaluate Building & Utilities Infrastructure Conditions & Energy Demands on a Campus by Campus Basis	1	2										\$ 1,175.00
5. Assess Parking & Transportation Needs	1	2										\$ 1,365.00
6. Assess Food Services & Nutrition Needs	1	4										\$ 1,895.00
7. Summarize Code Compliance Issues District-wide & on a Campus by Campus Basis	2	6										\$ 2,035.00
8. Review Existing DSA Certification of past projects and close-out issues	1	2										\$ 605.00
9. Collin High School School Site Survey	4	15										\$ 7,310.00
10. Bloomington High School School Site Survey	4	16										\$ 7,810.00
<b>Sub-total:</b>	<b>19</b>	<b>82</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ 25,790.00</b>

Task	Manhours					FTE					Total	
	Days	Hours	Minutes	Seconds	Total	Days	Hours	Minutes	Seconds	Total		
												Days
<b>D. PROGRAM DESIGN STANDARDS</b>												
1. Review District Existing Facilities Standards & Recommend Potential Modifications.	2	5	2	1	1							\$ 1,325.00
2. Review of Existing Technology Standards & Incorporate into Facilities Master Plan.	2	8	12	2	2							\$ 2,890.00
3. Meetings with District Facilities Staff & Maintenance Staff to Define Standards.	2	6	12	2	2							\$ 3,070.00
4. Draft District Facilities Standards, Review, and Bill per District Input.	2	16	24	3	3							\$ 5,945.00
5. Complete District Facilities Standards.	2	4	16	2	2							\$ 27,307.00
<b>Sub-total:</b>	<b>10</b>	<b>38</b>	<b>66</b>	<b>10</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ 147,940.00</b>

E. Educational Specifications										
Task	Days	Hours	FTE	FTE	FTE	FTE	FTE	FTE	FTE	Total
<b>E. EDUCATIONAL SPECIFICATIONS</b>										
1. Meetings with Directors of Education to Define Goals.	8	12	4	2						\$ 4,110.00
2. Focus Meetings with Administration & Staff to define Elementary School Educational Specifications.	8	12	6	2						\$ 4,300.00
3. Focus Meetings with Administration & Staff to define Middle School Educational Specifications.	8	12	6	2						\$ 4,400.00
4. Focus Meetings with Administration & Staff to define High School Educational Specifications.	8	12	6	2						\$ 4,300.00
5. Draft Educational Specifications & Present to Facilities Sub Committee & School Board	8	24	24	8						\$ 8,480.00
6. Meetings with District Specialty Staff to Define Program Needs	4	8	6	4						\$ 2,990.00
7. Prepare Diagrams Describing Functional Relationships between Program Spaces for each Campus Enrichment	2	12	8	2						\$ 3,290.00
8. Complete District Educational Specifications.	4	16	8	8						\$ 4,880.00
<b>Sub-Total:</b>	<b>50</b>	<b>108</b>	<b>68</b>	<b>30</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ 34,530.00</b>

F. Funding Source Analysis											
Scope of Work / Sub-item	Funding Source		State		Local		Federal		Other		Comments
	Source	Amount	Source	Amount	Source	Amount	Source	Amount	Source	Amount	
<b>F. FUNDING SOURCE ANALYSIS</b>											
1. Define Financing Options Available											
2. Review and Establish District State Funding Eligibility Meetings with OPSC Project Manager as Required											
3. Review Local Revenue Sources											
4. Define Alternative Funding Sources											
5. Prepare Cash-Flow Analysis											
6. City of Colton Meetings & Documentation of Joint Use Potential Projects											
<b>Sub-total:</b>											

G. Projects/Schedules/Budgets		COST RESPONSIBILITY						TOTAL	
Scope of Work Component		PERSONNEL	TRAVEL	EXERCISE OF OPTION	OTHER	CONTRACT	GRANT	GRAND TOTAL	ESTIMATED COST
Task	Quantity	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate
<b>PROGRAM / FACILITIES COST ESTIMATE</b>									
1. Develop Initial Projects, Budgets, & Schedules	2	4	8	2				4	\$ 2,650.00
2. Prepare Site Plans & Concept Diagrams for School Sites w/ Options for Phasing	2	4	8	2				4	\$ 2,650.00
3. Financial/OPSC Funding Implementation Plan	1	2		1				2	\$ 935.00
4. Program Scope of Renovation or Additions to Existing Facilities with Aired Diagrams	1	2	4	1				4	\$ 1,645.00
5. Identify "Scope-of-Work" Priorities	1	4	2	1				2	\$ 1,455.00
6. "Green Architecture" Define Sustainability & Energy/Resources Conservation Potential	2	4	4	2				4	\$ 1,870.00
7. Define Future Facilities Needs	1	4	2	1				4	\$ 1,755.00
8. Identify District "Potential Project List"	1	4	2	1				4	\$ 1,725.00
9. Prepare & Present Proposals with Cost/Benefit Assessment	2	4	4	1				4	\$ 2,175.00
10. Define Project Phasing & Scheduling for Each Facility	1	6	4	1				2	\$ 1,975.00
11. Presentation Preparation of Facilities Master Plan	2	4	4	2				4	\$ 1,570.00
12. Review of District School Capacity Policies	1	2	4	1				4	\$ 985.00
13. Prepare & Present Facilities for School Board Review & Approval	4	4		2				4	\$ 1,610.00
14. Facilities Sub-Committee Meetings	4	4		4				4	\$ 2,450.00
15. Draft Facilities Master Plan	2	4	8	4				2	\$ 2,450.00
16. Final Master Plan	2	4	8	2				2	\$ 2,300.00
<b>Sub-total:</b>	<b>29</b>	<b>40</b>	<b>84</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>36</b>	<b>\$ 29,620.00</b>



**BOARD AGENDA**

**REGULAR MEETING  
February 4, 2010**

**CONSENT ITEM**

**Board of Education**

- PRESENTED BY:** James A. Downs, Superintendent
- SUBJECT:** **Approval of Minutes:  
Regular Meeting, January 21, 2010**
- GOAL:** Student Performance, Personnel Development, Facilities/Support Services, Budget Planning, School Safety & Attendance, Community Relations, & Parent Involvement
- STRATEGIC PLAN:** Strategy #1 – Communication      Strategy #4 – Facilities  
Strategy #2 – Curriculum              Strategy #5 – College Career  
Strategy #3 – Decision Making      Strategy #6 – Character
- RECOMMENDATION:** That the Board approve the minutes of the Board of Education meeting held on January 21, 2010, as presented.

# Colton Joint Unified School District

BOARD OF EDUCATION  
Regular Meeting and Public Hearing



## Minutes January 21, 2010 5:30 p.m.

The Board of Education of the Colton Joint Unified School District met in Regular Session on Thursday, January 21, 2010, 5:30 p.m. in the Board Room at the CJUSD Student Services Center, 851 So. Mt. Vernon Avenue, Colton, California.

### Trustees Present

Mr. Mel Albiso	President
Mr. Frank A. Ibarra	Vice President
Mr. David R. Zamora	Clerk
Mrs. Patt Haro	
Mr. Kent Taylor	
Mr. Robert D. Armenta Jr.	

### Trustees Absent

Mrs. Marge Mendoza-Ware (excused)

### Staff Members Present

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

### **Strategic Plan -- Mission Statement**

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

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

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

Spanish interpreter/translation services were available.

## **III. HEARING SESSION / PUBLIC SESSION**

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

- *Debbie Paddie* was recognized as the classified Employee of the Month for December 2009. Ms. Paddie is the Lead Nutrition Service Worker at Sycamore Hills Elementary School; honoring her were Ms. Herington, Nutrition Services manager and Principal Smith, Sycamore Hills. Ms. Paddie has a reputation as a team player with positive energy. She makes an effort to learn the names of each and every student that goes through her lunch line, always greeting them with a warm and friendly smile.
- *Jennifer Wold*, Administrative Assistant II, Student Services, was recognized as the Management Employee of the Month for December 2009. Assistant Superintendent Snellings acknowledged Mrs. Wold for her professional work ethic and dedication. Amongst her peers she is known as



the “Board Policy Guru” for her thorough knowledge of all board policies. Mrs. Wold has played an integral part of union negotiations as well as in the planning and implementation of the district’s Strategic Plan.

- *Irma Valencia* and *Maria Chavez* were honored as Co-Education Partners for December 2009. Mrs. Valencia and Mrs. Chavez are parent volunteers at Crestmore Elementary School. Principal Frost congratulated them for their countless hours of parental involvement, especially for revitalizing Crestmore’s PTA. Mrs. Valencia and Mrs. Chavez plan several student activities and fundraisers throughout the year. This year they, along with their husbands and children, built booths for the fall festival and donated materials. Principal Frost believes that the tremendous parental involvement they promote and demonstrate have directly impacted the rise in API scores at Crestmore.

## 2. **Bilingual School Support**

Assistant Superintendent Almandarez, Human Resources; Ms. Orloff, Communications; Ms. Rodriguez, Pupil Personnel Services (PPS); and Mrs. Arreguin, Language Support Services (LSS), presented the board with information related to bilingual support services available to students and parents throughout the district. Separate from bilingual services at the site level, the district office offers several bilingual resources such as:

- Translator/Interpreters, Translator/Receptionists and Community Liaisons
  - Provide oral translation at functions and activities; parent conferences; IEP/SST; open house
  - Provide written translation of newsletters; Tele-Parent messages; parent/student handbooks; report card comments and site/district forms
- ESL Classes – offered to adults in the community and parents of English learners
- Library/Computer Lab Resources for parents at 15 of 18 elementary schools; 4 of 4 middle schools; and 3 of 4 high schools
- Parent workshops

The board respectfully requested additional information for a future presentation which should address the current backlog of IEPs, Psych, SLP and APE reports. The board also suggested that school sites be staffed with Spanish speaking teachers and support staff according to the sites percentage of Spanish speakers.

## 3. **Supplemental Employee Retirement Program (SERP)**

Assistant Superintendent Ayala presented information on the SERP under Study, Information and Review.

## **Public Hearing**

### 4. **Sunshine Proposal** – Association of Colton Educators (ACE)

Board President Albiso opened the Public Hearing at 6:08 p.m. No one spoke to the item. The Public Hearing was closed at 6:09 p.m.

### 5. **Public Comment:** Specific Consent, Action, Study/Info or Closed Session Item (blue card; list agenda item # and subject)

- *Karen Houck*, ACE President, spoke in support of Action Item B-3, Adoption of School Calendar for the 2010-11 school year: single track and traditional.

### 6. **Public Comment:** Item Not on the Agenda (white card; list topic)

The following persons expressed disapproval for the transfer of Bloomington High School teacher, Charme Zumfelde to Colton High School. They believe her transfer was unfair, as Ms. Zumfelde plays

such an integral role in the success of BHS's agricultural program. They requested that the transfer be rescinded and presented the board with a petition signed by students, parents and community members in support of their request.

- *Victoria DeAnda*, BHS parent
- *Gloria Castorena*, BHS parent
- *Damian Casillas*, BHS student, FFA Chapter President

The following persons spoke in support of Ms. Zumfelde's transfer to Colton High School; claiming that the transfer is a welcome change and they fully support the district's decision.

- *Juanita Ruiz*, parent, community member
- *Jackie Cloutier*, BHS alumni, community member
- *Penny O'Brien*, BHS community member

The following persons expressed dissatisfaction in the current management of Pupil Personnel Services. They are concerned with the work environment, governing tactics and communication within the department and leadership style of Director Helen Rodriguez.

- *Karen Houck*, ACE President
- *Rebekah Acord*, ACE Officer
- *Robert Lemoine*, ACE Officer
- *Bernadette Pedroza*, ACE Officer

The following persons spoke in support Helen Rodriguez, her professionalism and the difference she has made to students.

- *Jeff Peralta* – THMS, parent
- *Luis Galicia*, CHS, student
- *Andrea Galicia*, CHS, alumni
- *Gil Navarro*, educational advocate
- *Jesse Garza*, grandparent
- *Bernardo Sandoval*, community member, expressed concern for allowing an educational advocate to train district employees in the area of special education. Mr. Sandoval believes this creates a conflict of interest; especially within Pupil Personnel Services. He appreciates the hard work of PPS employees and supports realignments to the management structure of the department.
- *Sharon Halter-Day*, CHS, lead counselor, spoke on behalf of her fellow counselors. They are aware of the current budget status and recognize that reductions are necessary. They respectfully asked the board to consider the impact counselors have on students when proposing budget realignments. School counselors assist students with academic, curricular and non-curricular needs and provide support through the district's Crisis Team, just to name a few. Last year eight counseling positions were eliminated thus creating a larger case load for remaining counselors.
- *Christina Williams*, parent, spoke in support of the service she and her son have received from PPS Director Helen Rodriguez. Ms. Rodriguez has successfully addressed her son's learning and behavior difficulties and continues to provide effective service.

#### **IV. 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.

**#186** On motion of Board Member Taylor and Board Member Haro, and carried on a 6-0 vote (Mendoza-Ware absent), the Board approved Consent Items #A – 1 through #A – 9.

**186.1** A-1 Approved the minutes for the December 10, 2009 Regular Board Meeting (with revisions).

##### **REORGANIZATION SESSION**

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

**#180** On motion of Board Member ~~Zamora~~ Taylor, seconded by Board Member ~~Taylor~~ Zamora, and carried with a 7-0 vote, the Board elected the following officers and representatives for the 2010 calendar year.

**186.2** A-2 Approved student field trips (**EXHIBIT A**)

**186.3** A-3 Approved consultants for staff development (**EXHIBIT B**)

**186.4** A-4 Adopted the resolution and approved the contract with the State Department of Education for purchase of instructional materials for the Child Development Program (2009–10)

**186.5** A-5 Approved the contract to expand parental choices for Supplemental Educational Services, educational tutoring (2009–10)

**186.6** A-6 Approved the agreement with University of California, Riverside Extension for Teaching the Gifted and Talented: *Approaches to Curriculum and Design* (February 2010)

**186.7** A-7 Approved new course description for Introduction to Business, Finance and Marketing Careers; Grades 7-8 (Beginning January 22, 2010)

**186.8** A-8 Approved the revision to the course descriptions for ELD Reading Intervention Program *LANGUAGE! Focus on English Learning, Level C-D*; Grades 9-12

**186.9** A-9 Accepted gifts (**EXHIBIT C**)

##### **B. Action Items**

**#187** On motion of Board Member Taylor and Board Member Armenta, and carried on a 6-0 vote (Mendoza-Ware absent), the Board approved Action Items #B – 1 through #B – 11 as presented.

**187.1** B-1 Approved personnel employment (**EXHIBIT D**)

**187.2** B-2 Approved conference attendance (**EXHIBIT E**)

**187.3** B-3 Adopted School Calendar for the 2010-11 school year: single track and traditional

**187.4** B-4 Approved purchase orders

**187.5** B-5 Approved disbursements

**187.6** B-6 Approved contract Amendment No. 8 with Harley Ellis Devereaux for the Bloomington High School new math and science building and interim housing projects (2009-12)

**187.7** B-7 Approved two year contract renewal with Davis Demographics & Planning, Inc. for demographic services (2009-11)

**187.8** B-8 Adopted resolution 10-01 to authorize temporary borrowing between funds of the District (2009-10)

**187.9** B-9 Approved reimbursement for loss, personal property used for instructional purposes (*BHS-C. Sterne*)

**187.10** B-10 Approved contract Addendum No. 1 with School Facility Consultants (January 22, 2010 through October 31, 2010)

**187.11** B-11 Approval Amendment No. 2 to the agreement with Seville Construction Services, Inc.

**C. Action Item – Board Policy – Second Reading**

**#188** On motion of Board Member Taylor and Board Member Armenta, and carried on a 6-0 vote (Mendoza-Ware absent), the Board approved Action Item – Board Policy #C – 1 as presented.

**#188.1** C-1 Approved 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 Board Policy)*
- AR 6155 Challenging Courses by Examination (New Administrative Reg.)*
- BP 6172.1 Concurrent Enrollment in College Classes (Replaces BP#4030)*
- AR 6172.1 Concurrent Enrollment in College Classes (Replaces AR#4030)*

**D. Action Items – Resolutions**

**#189** On motion of Board Member Zamora and Board Member Ibarra, and carried on a 6-0 vote (Mendoza-Ware absent), the Board approved Action Item – Resolutions #D – 1 through D-3, as presented.

**#189.1** D-1 Adopted resolution, *Recognition of African-American History Month* (February 2010)

**#189.1** D-2 Adopted resolution, *Career and Technical Education Month* (February 2010)

**#189.3** D-3 Adopted resolution, *Recognition of National School Counseling Week* (February 1 – 5, 2010)

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

**1. Personnel Resignations**

**2. School Resource Officers (SRO)/Crossing Guards:**

Assistant Superintendent Snellings presented the board with the current cost of SRO for the Bloomington, Colton and Fontana schools; included in the cost was the portion paid by CJUSD.

<u>Bloomington</u>		<u>Colton</u>		<u>Fontana</u>	
Probation Officer	25%	Police Officer	100%	Police Officer	100% of cost paid by city of Fontana
Deputy Sheriff	50%				

Mr. Snellings also reported on crossing guards throughout the district (Bloomington, Colton, Fontana, Grand Terrace and Rialto) and the portion of crossing guard fees the district is responsible for. Presently, the city of Fontana reimburses the district 50% of the cost for crossing guards. The city of Grand Terrace employs its own crossing guards. The district reimburses Grand Terrace \$4,000 annually, which is approximately half the cost of the crossing guards.

The board requested that Mr. Snellings meet with the city representatives to discuss financing for crossing guards and school resource officers.

**3. Grand Terrace High School – Mascot and School Colors:**

Based on the student vote, nominations for mascots were narrowed down to the top six; school colors combinations to the top four. Assistant Superintendent Snellings presented the board with a ballot and asked them to rank their top three choices on a scale of one to three, one being the highest.

After consideration, the board unanimously consented to defer the vote and allow the students at Terrace Hills Middle School to make the final selection for the GTHS mascot and school colors.

The Student Services Division will update the board once the final selection has been made.

At this time Board President Albiso invited Richard DeAnda for public comment.

- *Richard DeAnda*, BHS, alumni, expressed support for former Agriculture teacher Ms. Zumfelde. He would like for her to be reassigned to Bloomington High School where she can continue working with students in the FFA program. He invited district administrators and board members to visit BHS's Agriculture department.

**4. Acceptance of Annual Audit Report (2008-09):**

The district is required to have independent audit performed annually. Assistant Superintendent Ayala presented the board with the Annual Audit Report (2008-09); included in the report were minor adjustments and recommendations. Overall, the report was a reflection of excellent work done by the district.

The board requested copies of the recommendations as well as a plan and timeline to address the adjustments and recommendations.

**5. Associated Student Body (ASB) Financial Reports for the Period of October 1, 2009 through December 31, 2009:**

Assistant Superintendent Ayala presented the board with the ASB Financial Reports for elementary and secondary sites.

**6. Data Communications Upgrade of the Cisco Telephone System:**

The IT Department recommends the district purchase updated Cisco equipment to provide backup/failover protection in the event of a system failure or emergency. Currently, the District has no failover or live backup, which makes the telephone system vulnerable to prolonged outages.

The board unanimously consented to moving forward with the purchase of updated Cisco equipment.

**7. Budget Update:**

Assistant Superintendent Ayala presented a budget update. Through his update, he attempted to clear the confusion that a "fund balance" is equal to a "cash balance," this notion is completely false. On June 30, 2009, the district had a fund balance of \$37 million; on that same date the actual cash balance was \$18.9 million.

Mr. Ayala supplied the board with a multi-year projection *without* budget revisions through the 2011-12 school year. He then presented options for maintaining a positive ending fund balance and positive cash flow; options included:

- Utilizing available one-time revenue sources
  - Not recommended, but may be necessary
- Supplemental Employee Retirement Plan (SERP)
  - Opportunity for on-going cost savings
- Implement other on-going cost savings procedures
  - temporary salary roll-back
  - Furlough Days
  - Step/Column Freeze
- Implement permanent reduction in workforce

Mr. Ayala also reviewed potential one-time revenue sources; multi-year projections with budget revisions adding one-time revenue sources; and potential on-going revenue sources from temporarily suspending Tier III Programs. He closed by announcing the next steps for this district which will include:

- Taping available one-time sources of revenue
- Proceed with Tier III flexibility
- Proceed with SERP
- Seek on-going (temporary) budget realignments at the negotiation table (contingent on the effectiveness of the steps listed above)
- Proceed with temporary reduction in workforce (contingent on the effectiveness of the steps listed above)

Mr. Ayala announced that Keenen and Associates is available to answer questions from the board at any upcoming meeting. Also, the Second Interim Report is due on March 15, 2010 and will likely be submitted with a positive certification to county.

By consent, the board directed the district to proceed with plans to offer employees a SERP. They also requested additional information on Tier III Programs be sent through board correspondence.

The board further requested that the February 4th meeting be dedicated to the budget.

**8. Facilities Update:**

Phillip Aja, Seville Construction Services, Inc. provided the board with a program management update. His update included information on the following:

- Mobilization of an Operational Temporary Office
- Program Management Core Staff
- Program Webpage and Logo
- Bond Program Activities
- Program Management Informational System
- BHS Math and Science Classroom Buildings
- BHS and CHS Master Planning Initiation
- Grand Terrace High School
  - Underground Electrical and Plumbing
  - Footing Excavation
  - Storm Drain and Sewer Installation
  - SWPPP
- Project Delivery Options
- Bond Program Logo Options

**9. Proposed Development Plans within the city of Colton:**

Board President Albiso requested that a letter be sent to the city of Colton, requesting that the district be included in any planning meetings when city schools will be addressed.

**10. Budget Subcommittee Update:**

~no report~

**11. Curriculum Subcommittee Update:**

The Curriculum Subcommittee will meet on Wednesday, January 27, 2010

**12. Facilities Subcommittee Update:**

~no report~

**13. ACE** President Karen Houck congratulated Nick Ramirez for being elected as CSEA's new president. Mrs. Houck thanked the board for approving the 2010-11 school calendar and announced that ACE is looking to preparing a three-year calendar. She also encouraged the board to take into consideration the concerns brought forth by ACE with regard to PPS Director Helen Rodriguez and Educational Advocate Gil Navarro.

**14. CSEA** President Nick Ramirez encouraged all district, board and union stakeholders share one vision as they address the budget and propose realignments. He stated that to get through this time of fiscal uncertainty MAC, ACE and CSEA must work together. Mr. Ramirez introduced the newly elected CSEA board members:

Joe Olivarez – First Vice-President  
Carlos Barcenas – Second Vice-President  
Jeanette Ramirez – Chief Job Steward  
Amelia Villalpando – Chapter Public Relations Officer (CPRO)

**15. MAC** President Angela Dischinger, while reflecting on the positive events of the 2008-09 school year, especially the rise in API scores district-wide, realizes the critical juncture the districts is facing. She, along with members of MAC, will continue to support the district during the budget challenges. Mrs. Dischinger reminded all stakeholders to remain mindful of the employees who support students of the Colton Joint Unified School District, both directly and indirectly.

16. **ROP** (See comments for Board Member Ibarra)

**17. Math and Science Building Projects for Bloomington and Colton High Schools**

*No Report from Ledesma and Meyer Construction Co., Inc.*

**18. Superintendent's Communiqué / Correspondence / Communications:**

Superintendent Downs congratulated Terrace View Elementary on their recognition of "2009 California Business for Education Excellence Honor Roll." Mr. Downs invited board members to accompany him on February 3rd when he presents Terrace View with a banner. He reported on the recent Agua Mansa Council PTA meeting; H1N1 Vaccination Clinic hosted by CHS; and the successful 14th Annual "Make a Child Smile Event" hosted by the Colton Fire Department for district students. Mr. Downs announced the new library hours at Bloomington Middle School; the upcoming *Meet the Artist Family Night* at Birney; Cesar Chavez Essay and Art contest judging; staff development opportunities hosted by the Human Resources Division; the CHS Robotics Team did very well at the San Diego Regional Robotics Competition, they scored in every match without having any mechanical breakdowns; they were finalists for the Think Award. Mr. Downs also commended BMS's Gate Club for feeding 437 adults and children through the Project Food; BHS students for distributing approximately 4,000 items of food, clothing, books and toys to needy families.

**19. Board Member Comments**

**Board Member Taylor** recently attended Colton Middle School's Parent Institute graduation. He commented on the effective leadership of Principal Marin and the impressive number of parent graduates. Mr. Taylor congratulated Nick Ramirez on his new position as CSEA president. He also thanked Slover Mountain students for sending hand written thank you letters and Christmas cards over the winter break.

**Board Member Haro** also attended the Parent Institute graduation and commented on the 80 parents who attended the workshop and graduated. She also attended the Make a Child Smile event that involved the city of Colton Fire Department taking district students to Wal-Mart for a \$100 shopping spree. Mrs. Haro asked the district to send a thank you letter to the fire department for their generosity. She congratulated Bloomington High School student Jamill Hayes for receiving an invitation to perform with the All-State Honor Choir; she will perform in March at San Jose University. Mrs. Haro asked that all sites continue to send her information about their upcoming science fairs and announced that she is looking forward to attending Sycamore Hills Science Fair evening on Thursday, January 28th.

**Board Member Ibarra** provided an update from yesterday evening's ROP meeting. For the first time the ROP board will offer a SERP to employees. Ms. Stephanie Houston was named chairperson of the ROP legislation board; she will lead the campaign to address legislation removing ROP boards from certain Tier III restrictions. Mr. Ibarra reminded the board and community of the CHS football banquet scheduled for Friday, January 22 at the McIntosh Gym.

**Board Member Zamora** thanked CSEA President Nick Ramirez for his commitment to CSEA members and the district. He also thanked Slover Mountain students for their warm holiday wishes.

**Board Member Armenta** reported on the Agua Mansa Council PTA meeting he recently attended with Superintendent Downs and Assistant Superintendent Ayala. Mr. Ayala provided information to parents and educated them on the process of building and maintaining a fiscally sound budget. Mr. Armenta thanked Mr. Randall Cenicerros and Mrs. Elsa Aguilar for the invitation to attend and present at the meeting. He wished all Happy New Year; reflected on the positive events of 2009, including the rise in test scores and looks forward to continued teamwork in 2010. Mr. Armenta announced that he will be attending the CHS football banquet and thanked Mrs. Susan Ibarra for organizing the event. He was pleased to announce that Terrace Hills Middle School students will have the honor of selecting the school colors and mascot for the new Grand Terrace High School. Mr. Armenta closed by congratulating President Nick Ramirez and other CSEA officers; especially Jeanette Ramirez.

**Board Member Albiso** asked for an update on the district's participation in the recent Mock Trials. He also handed out a flyer for an upcoming 5K race hosted by Arrowhead Regional Medical Center; he asked that the flyer be circulated around the district. Mr. Albiso presented Assistant Superintendent Gainey-Stanley with information on Latino male dropout rates and Assistant

Superintendent Ayala with a sample flyer to inform the community of the district's bond projects. He announced the date for the Assistance League's 49th Annual Headdress Ball and invited board members and district administrators to attend the gala. Mr. Albiso share his involvement, along with Mr. Zamora and their spouses in providing toys and clothing for over 1,000 needy children over the Christmas holiday; surplus items were delivered to students at McKinley and Wilson elementary schools. He encouraged the unions to get involved in the project this Christmas.

## **VII. CLOSED SESSION**

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

At 8:37 p.m., Board President Albiso announced that the board would recess to closed session to discuss the following items on the closed session agenda:

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

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

The Board meeting reconvened at 9:51 p.m. Board President Albiso reported on action taken in closed session:

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

**190.1** On motion of Board Member Zamora, seconded by Board Member Taylor, and carried on a 6-0 vote (Mendoza-Ware absent), the Board approved Student Discipline Items #1-4 as presented.

1. 126573
2. 154811
3. 74104
4. 87269

### **2. Personnel – No Report**

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

### **3. Conference with Real Property Negotiator (Gov. Code 54956.8) – No Report**

Property: APN's: 1167-151-37, 1167-151-32, 1167-151-33, 1167-151-34, 1167-151-31, 1167-151-44, 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

### **3. Conference with Legal Counsel—Anticipated Litigation – No Report**

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

### **4. Conference with Labor Negotiator – No Report**

Agency:

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

Employee Organizations:

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

## **IX. ADJOURNMENT**

At 9:52 p.m., the Board adjourned to the next Regular Board of Education Meeting on February 4, 2010, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.



**EXHIBIT A – Student Field Trips**

Site	Date	Depart	Return	Destination	Activity/Background	Grade	Teachers	Cost	Fund	Strategic Plan*
BHS	2/8/10 to 2/11/10 (M/T/W/Th) (overnight)	6:00 a.m.	8:15 p.m.	Cal State- Channel Islands UC-Santa Barbara Cal Poly-San Luis Obispo UC Santa Cruz Stanford University San Francisco State University (Charter)	College Tour AVID students will be exposed to a diverse selection of college campuses.	11	Raymonn Brown Shelby Erikson Holly Todd (48)	\$13,500	AVID	Strategy 1
BHS	2/26/10 to 2/28/10 (F/S/S) (overnight)	11:00 a.m.	2:30 p.m.	Presbyterian Conference Center Big Bear, CA (District)	German Language Camp German Club students will participate in a variety of language and cultural activities in the target language.	11-12	Patricia Pahner (10)	\$1,400	ASB	Strategy 1

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\*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.

**EXHIBIT B – Consultants for Staff Development**

Site	Date	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
McKinley	1/26-2010 to 3/9/2010 (7 days ea. Tues)	8:30 – 10 am & 6:30 - 8 pm	<i>Parent Training</i> The training is designed to develop skills and techniques which will enable parents to address the educational needs of their school-aged children.	McKinley	The Parent Institute for Quality Education El Monte, CA	\$4,800	LEP \$1,000 Title I \$3,800	Strategy 1
Ed. Services Division	2/16, 18 & 20, 2010 (Includes two rehearsals and one performance)	TBD	<i>Second Annual Honor Band-Guest Conductor</i> Bloomington High School and Colton High School students will receive the expertise of a guest conductor to increase their music/academic experience, insight and skills.	BHS	Dr. David L. Scott Assistant Professor University of Redlands Redlands, CA	\$500	General Fund	Strategy 1
Ed. Services Division	2/26 & 27, 2010 & 3/5 & 6, 2010 (4 days/Fri. & Sat.)	4:30 - 9:30 pm & 8:30 - 6:30 pm	<i>GATE Certificate Class Instruction and Evaluation</i> Approaches to Curriculum and Design (required course for the certificate in education for the Gifted and Talented)	SDC	Patrick McKee Instructor-GATE Certificate Program Redlands, CA	\$2,800	GATE	Strategy 1

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\*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.

**EXHIBIT C – Gifts**

<b>Site</b>	<b>Donor</b>	<b>Donation / Purpose</b>	<b>Amount</b>
Birney Elementary	Cartridges for Kids / Access Computer Products 451 W. 69 <sup>th</sup> Street, Loveland, Co 80538	Check #27736 - Field trips, student incentives, play ground items	\$5.75
BHS	Kiwanis Club of Cooley Drive 347 N. La Cadena Drive Colton, CA 92324	Check #2055 – Support Bloomington Key Club.	\$1,000
BHS	Karyn Retzer 10750 Laurel Avenue Bloomington, CA 92316	Cash - Support ASB - Motor Sports Club.	\$40
BHS	Carmen Arredondo 15805 Smoketree Lane Fontana, CA 92337	Cash – Support ASB - Soccer Club	\$100
Cooley Ranch Elementary	Kiwanis Kids Club 1000 South Cooley Drive Colton, CA 92324	Health Office Emergency	\$30.31
Cooley Ranch Elementary	Kiwanis Kids Club 1000 South Cooley Drive Colton, CA 92324	Check #2054 Red Ribbon Week purchases for Student Council	\$200
Cooley Ranch Elementary	General Mills Box Top for Education P.O. Box 200 Young America, MN 55553-0200	Check #000600164 Site discretionary	\$753.50
D'Arcy Elementary	Edison International Employee Contributions Campaign Mr. Edward J. Harris P.O. Box 3288, Princeton, NJ 08543-3288	Check #120143 & Check #152680 Site discretionary	\$369.45 \$369.45
District Office	James A. Downs 1212 Valencia Drive Colton, CA 92324	01-0000-0-1110-0000-8699-000-0000	\$135.65
Grant Elementary	Wido Pizza Inc. 345 Pearl Avenue, Suite 230 Redlands, CA 92374	Check #3151 Domino's Pizza Dough Raising Night!	\$84.28

**EXHIBIT D – Personnel Employment**

I-A	Certificated – Regular Staff	Subject	Site
	<i>None</i>		
I-B	Certificated – Activity/Coaching Assignments	Position	Site
1.	Archer, Joseph	Soccer, Head JV	CHS
2.	Fino, Marcos	Basketball – Head JV	BHS
I-C	Certificated – Hourly	Position	Site
	<i>None</i>		
I-D	Certificated – Substitute Teacher		
1.	Beteta, Erwing Rudy		
2.	Davis, Leila		
3.	Floyd, Carly		
4.	Gonzales, Jeremy		
5.	Lindquist, Paola		
6.	Lucas, Kristina		
7.	Ogea, Victor		
II-A	Classified – Regular Staff	Position	Site
1.	Aguirre, Jose	Special Ed. Inst. Asst.	CMS
2.	Arias, Susana	State Preschool Inst. Asst.	Zimmerman
3.	Cloud, Jeanne	Special Ed. Inst. Asst.	Grand Terrace
4.	Erwin, Monique	Project Office Asst.	Crestmore
5.	Samaro, Julia	Office Asst. II	BHS
II-B	Classified – Activity/Coaching Assignments	Position	Site
1.	Castro, Angel	Basketball, Head JV (returning walk-on)	BHS
2.	Dudley, Jason	Wrestling, Head JV (walk-on)	CHS
3.	Holmes, Christopher	Basketball, Head Varsity	BHS
4.	Ragoo, Reann	Basketball, Head JV (walk-on)	CHS
5.	Tee-Sy, Dulce	Basketball Head Frosh/Soph (walk-on)	CHS
II-C	Classified – Classified Hourly	Position	Site
1.	Martinez, Irma	AVID Tutor	BMS
2.	Calderilla-Porter, Julie	Sub Noon Aide	McKinley
II-D	Classified Substitute	Position	Site
1.	Ansara, Stacy	General Clerical	
2.	Boren, Kimberly	General Clerical	
3.	Gonzalez, Claudia	General Clerical	
4.	Martin, Rachel	General Clerical	
5.	Serna, Linda	General Clerical	

**EXHIBIT E – Conference Attendance**

Employee	Title	Site	Conference	Date/Location	Funds
Juanita Battistone	Benefits Tech.	Risk/Benefits	California Public Employer-Employee Health Care Coalition	January 22-23, 2010 Las Vegas, NV	No cost to the District
Tomas Ulloa	Programmer	D.O./I.T.	SQL Server Training	February 1-3, 2010 Anaheim, CA	I.T. funds: \$1,859.60

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**BOARD AGENDA**

**REGULAR MEETING  
February 4, 2010**

**CONSENT ITEM**

**TO:** Board of Education

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

**SUBJECT:** Approval of Student Field Trips

**GOAL:** Improved Student Performance

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

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

**FIELD TRIPS: Regular Meeting February 4, 2010**

Site	Date	Depart	Return	Destination	Activity/Background	Grade	Teacher	Cost	Funding	Strategic Plan*
BHS	1/19/10 to 2/20/10 (F/S)	5:00 a.m.	11:00 a.m.	Pacifica High School Oxnard, CA (District Transportation)	<i>CIF-SS 2009-10 Wrestling Championships</i> Wrestling team will compete in the Southern Section Divisional Championship meets.	10/12	Gabriel Schaefer Erwin Schaefer Steven Padilla (17) + 1	\$1,573.00	Lottery: Athletics	Strategy #1
CMS	2/19/10 to 2/21/10 (F/S/S)	3:30 p.m.	12:30 p.m.	Ponderosa Pines Camp Running Springs, CA (District Transportation)	<i>2010 Winter Camp at Pondo!</i> Solid Rock Club students will participate in activities to increase their cultural awareness, self-esteem and social skills.	7/8	Daniel Buczowski Jacinda Buczowski (6)	\$1,083.00	ASB	Strategy #1
CHS	3/11/10 to 3/13/10 (Th/F/S)	7:00 a.m.	10:00 p.m.	Millennium Baltimore Hotel Los Angeles, CA (District Transportation)	<i>Youth Leadership Through Literacy Program HOPE Conference</i> Students will participate in a leadership conference designed for high school aged Latinas to encourage educational and career success through a college education.	11	Daisy Contreras (4)	\$250.00 (sub cost)  (Registration fee, lodging, travel, meals and materials paid for by HOPE (Hispanas Organized for Political Equality)	Lottery: Discretionary	Strategy #1
BMS	3/29/10 (Mon.) (spring break)	8:00 a.m.	9:00 p.m.	Disneyland Anaheim, CA (District Transportation)	<i>Reward Trip</i> AVID, Leadership, NJHS and Knowledge Bowl students will participate in an end of the year academic incentive trip.	7/8	Ginger Witt (120) + 11	\$8,210.00	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, successes, and strengths.



**FIELD TRIPS: Regular Meeting February 4, 2010**

Site	Date	Depart	Return	Destination	Activity/Background	Grade	Teacher	Cost	Funding	Strategic Plan*
CHS	4/21/10 to 4/22/10 (W/Th)	6:00 a.m.	10:00 p.m.	Sheraton Grand Sacramento Hotel Sacramento, CA (Air)	Youth Leadership Through Literacy Program HOPE Conference Students will participate in a leadership conference designed for high school aged Latinas to encourage educational and career success through a college education.	11	Daisy Contreras (4)	\$250.00 (sub cost)  (Registration fee, travel, lodging, meals and materials paid for by HOPE (Hispanas Organized for Political Equality)	Lottery: Discretionary	Strategy #1

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



**BOARD AGENDA**

**REGULAR MEETING  
February 4, 2010**

**CONSENT ITEM**

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

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

**SUBJECT:** **Approval of Consultants for Assembly Presentations**

**GOAL:** Improved Student Performance

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

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

**ASSEMBLIES/PROGRAMS: Regular Meeting February 4, 2010**

Site	Date	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
Grant	2/19/10	8:15 a.m. & 9:00 a.m.	"Dance Is" Students in grades 5/6 will participate in art, music, and dance instruction as outlined by the Visual and Performing Arts Framework.	Grant	Riverside Community College Dance Department Riverside, CA	No cost	NA	Strategy #1
Smith	3/8/10	8:45 a.m. to 9:45 a.m.	"The Imagination Machine Writing Show" Through theater improvisation, K-6 students will be inspired to develop their imaginations through creative writing.	Smith	The Imagination Machine Villa park, CA	\$980.00	PTA	Strategy # 1
Grant	4/15/10	8:30 a.m. & 11:00 a.m.	"History Brought to Life" Students in grade 4 will learn about the California Missions and the Gold Rush of 1849 as outlined by the History Social Science Framework.	Grant	History Brought to Life Rancho Cucamonga, CA	\$650.00	Booster Club	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**

**February 4, 2010**

**CONSENT ITEM**

- TO:** Board of Education
- PRESENTED BY:** Mollie Gainey-Stanley, Assistant Superintendent  
Educational Services Division
- SUBJECT:** **Approval of the New Course Descriptions and Adoption of Textbooks, Ancillary and Supplemental Instructional Materials for *Introduction to Invertebrate Zoology* and *Introduction to Vertebrate Zoology*, Grades 11-12 (Beginning February 2010)**
- GOAL:** Improved Student Performance
- STRATEGIC PLAN:** Strategy #2 – Curriculum
- BACKGROUND:** The high schools require strong, semester-long electives in a variety of areas so that students who change schedules or repeat courses, as well as, those who enter or exit intervention courses have multiple scheduling options for the remaining term.
- These courses are semester electives that can be taught by biology or life science credentialed teachers. They enable students to study animal science and will also be incorporated into the career pathways for Agri-Science and Health (multiple).
- The course descriptions were approved by the Secondary Curriculum Council on December 8, 2009.
- Integrated Principles of Zoology, 14<sup>th</sup> Edition**  
McGraw-Hill (2008)
- Laboratory Studies in Integrated Principles of Zoology, 14<sup>th</sup> Edition**  
McGraw-Hill (2008)
- BUDGET IMPLICATIONS:** \$10,000 – Total cost per class section for initial purchase of student textbooks and teacher materials. Ongoing consumables: approximately \$500 per year to be paid from General Funds.
- RECOMMENDATION:** That the Board approve the course descriptions and adoption of textbooks, ancillary and supplemental instructional materials for *Introduction to Invertebrate Zoology* and *Introduction to Vertebrate Zoology*, Grades 11-12 (Beginning February 2010).

## High School Course Description for **Introduction to Zoology: Invertebrate**

<b>Course Title:</b> Introduction to Zoology: Invertebrate	<b>Curricular Area:</b> Life Science
<b>Course Number:</b> SCI301	<b>Length:</b> One Semester
<b>Grade Level:</b> 10-12	<b>Prerequisites:</b> Biology and Algebra I
<b>Meets a UC a-g Requirement:</b> To be submitted for "D" laboratory science requirement	<b>Meets NCAA Requirement:</b> To be submitted as lab science
<b>Meets High School Graduation Requirement for:</b> Elective Credit	

### Course Description

Zoology, the scientific study of animal life, builds on centuries of human inquiry into the animal world. This class is devoted to studying the Invertebrates (animal without a backbone). Students will participate in dissection labs and other scientific discovery-based laboratory exercises for 20% of their instructional time. This course is well suited for individuals interested in health or animal science careers.

### Alignment

This course is aligned to the 1998 California Content Standards for Biology/Life Science and Laboratory Investigation and Experimentation (9-12).

### Instructional Materials

#### Required Textbook(s)

1. *Integrated Principles of Zoology* 14<sup>th</sup> edition by Hickman, P.C. Jr, Roberts, S.L., Larson, A., P Anson, H., Mc Graw Hill, 2004

#### Supplemental Materials

1. *Integrated principles of Zoology Laboratory Manual* 14<sup>th</sup> edition by Hickman, P.C. Jr, Roberts, S.L., Larson, A., P Anson, H., Mc Graw Hill, 2004

2. *Zoology Coloring Book* Elson, L.M.,

#### Software

3. *Digital Zoology 2.0* with Workbook, Houseman, J.,

### Exit Criteria

<u>Activities</u>	<u>Percentage</u>
Laboratory/ Presentations .....	30%
Tests .....	30%
Quizzes/ Classwork.....	30%
Final Examination.....	10%
Multiple Choice – 4%	
Lab w/ Write up- 4%	
<u>Oral Presentation – 2%</u> .....	
	Total: 100%

### Development Team :

This Course of Study was updated in 2009 by Armando Ponce-CHS and Julia Nichols, Educational Services (9-12).

Secondary Curriculum Council Approved: December 8, 2009

Board approved XXX

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printed 01/28/10

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## Pacing Guide for **Introduction to Zoology: Invertebrate**

### Quarter 1

### **Weeks: 1-2 UNIT ONE: BIOLOGICAL PRINCIPLES OF ZOOLOGY AND THE ORIGIN OF CHEMICAL LIFE**

California Content Standards- Biology

#### ***Cell Biology***

1. The fundamental life processes of plants and animals depend on a variety of chemical reactions that occur in specialized areas of the organism's cells. As a basis for understanding this concept:
  - a. Students know cells are enclosed within semi permeable membranes that regulate their interaction with their surroundings.
  - b. Students know enzymes are proteins that catalyze biochemical reactions without altering the reaction equilibrium and the activities of enzymes depend on the temperature, ionic conditions, and the pH of the surroundings.
  - c. Students know how prokaryotic cells, eukaryotic cells (including those from plants and animals), and viruses differ in complexity and general structure.
  - d. Students know the central dogma of molecular biology outlines the flow of information from transcription of ribonucleic acid (RNA) in the nucleus to translation of proteins on ribosomes in the cytoplasm.
  - e. Students know the role of the endoplasmic reticulum and Golgi apparatus in the secretion of proteins.
  - f. Students know usable energy is captured from sunlight by chloroplasts and is stored through the synthesis of sugar from carbon dioxide.
  - g. Students know the role of the mitochondria in making stored chemical-bond energy available to cells by completing the breakdown of glucose to carbon dioxide.
  - h. Students know most macromolecules (polysaccharides, nucleic acids, proteins, lipids) in cells and organisms are synthesized from a small collection of simple precursors.

Unit/Lesson/Sections/Chapters: Chapter: 1, 2, and 3. This unit is a general introduction to the subject of zoology and reviews such basic principles as basic molecules, origins, the scientific method, elements and atoms, chemical bonds, acids, bases and salts and organic molecules. It is a review chapter of things already learned in other classes.

#### CLASS OBJECTIVES

1. To review basic principles of zoology, which will be used during the semester.
2. To help orientate the student to the purpose of their being in zoology.
3. To help students re-identify what they learned about the cells in biology.

#### LABS USED

1. Cell Identification lab from microscope slides

#### AUDIO/VISUAL MATERIALS:

None required

## Pacing Guide for **Introduction to Zoology: Invertebrate**

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### **Weeks: 3-4: UNIT TWO: TAXONOMY/PHYLOGENY OF ANIMALS**

California Content Standards: Biology

#### ***Evolution***

7. The frequency of an allele in a gene pool of a population depends on many factors and may be stable or unstable over time. As a basis for understanding this concept:
  - a. Students know why natural selection acts on the phenotype rather than the genotype of an organism.
  - b. Students know why alleles that are lethal in a homozygous individual may be carried in a heterozygote and thus maintained in a gene pool.
  - c. Students know new mutations are constantly being generated in a gene pool.
  - d. Students know variation within a species increases the likelihood that at least some members of a species will survive under changed environmental conditions.

Unit/Lesson/Sections/Chapters: Chapter 10 is a basic review chapter of the principles of taxonomy. Even though the student should have already been introduced to this subject, the chapter goes into considerable more detail than they have previously learned.

#### **CLASS OBJECTIVES**

1. The student will learn the purpose of animal classification.
2. The student will review the different animal kingdoms and criteria for placing animals in each.
3. Students will learn to appreciate the different animal body plans.

#### **LABS USED:**

1. Lab #4 – Classification of beans

#### **AUDIO/VISUAL MATERIALS:**

1. DVD – Classification

### **Weeks: 5–6: UNIT THREE: UNICELLULAR ORGANANISMS: PROTOZOANS**

California Content Standards- Biology

#### ***Physiology***

9. As a result of the coordinated structures and functions of organ systems, the internal environment of the human body remains relatively stable (homeostatic) despite changes in the outside environment. As a basis for understanding this concept:
  - a. Students know how the complementary activity of major body systems provides cells with oxygen and nutrients and removes toxic waste products such as carbon dioxide.
  - b. Students know how the nervous system mediates communication between different parts of the body and the body's interactions with the environment.
  - c. Students know how feedback loops in the nervous and endocrine systems regulate conditions in the body.
  - d. Students know the functions of the nervous system and the role of neurons in transmitting electrochemical impulses.
  - e. Students know the roles of sensory neurons, interneurons, and motor neurons in sensation, thought, and response.

Secondary Curriculum Council Approved: December 8, 2009



## Pacing Guide for **Introduction to Zoology: Invertebrate**

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### **Weeks: 5–6: UNIT THREE: UNICELLULAR ORGANANISMS: PROTOZOANS (Continued)**

Unit/Lesson/Sections/Chapters: Chapter 11 is a unit that deals with the world of the microscopic. The classification of the phylum or kingdom of the protozoans is discussed. The 4 general phyla are also discussed individually.

#### CLASS OBJECTIVES:

1. The student will learn the taxonomy of the protozoa phylum
2. The student will learn the general features of a typical protozoan.

#### LABS USED:

1. Lab #18 - Microscopic Life
2. Lab - Constructing A Model Of A Protozoan (clay models)\$\$
3. Lab - Monocystis

#### AUDIO/VISUAL MATERIALS:

1. VT - Protists: Form, Function, Ecology
2. VT - Freshwater Pond
3. VT - Conquest of the Parasites (only section on protozoa)
4. Protozoa Computer Program

### **Week 7: UNIT FOUR: PHYLUM PORIFORA:SPONGES/PLACOZOANS**

California Content Standards: Biology

#### ***Evolution***

7. The frequency of an allele in a gene pool of a population depends on many factors and may be stable or unstable over time. As a basis for understanding this concept:
  - a. Students know why natural selection acts on the phenotype rather than the genotype of an organism.
  - b. Students know why alleles that are lethal in a homozygous individual may be carried in a heterozygote and thus maintained in a gene pool.
  - c. Students know new mutations are constantly being generated in a gene pool.
  - d. Students know variation within a species increases the likelihood that at least some members of a species will survive under changed environmental conditions.

Unit/Lesson/Sections/Chapters: Chapters: 12.This chapter discusses the PORIFERA PHYLA and its role in the ecology of the environment. The general features of the sponges are discussed together with their phylogeny. These organisms are sessile and their bodies bear myriads of tiny pores and canals that comprise a filter-feeding system.

#### CLASS OBJECTIVES:

1. The students shall know the taxonomy of the Phyla Porifera .
2. The student will learn the importance of sponges to the community of animals.

## Pacing Guide for **Introduction to Zoology: Invertebrate**

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### **Week 7: UNIT FOUR: PHYLUM PORIFORA:SPONGES/PLACOZOANS (Continued)**

#### LABS USED:

1. Investigating the Biophysics of Sponges
2. Sponge Lab - Using Leucosolenia and other sponge slides.
3. Computer Lab - Porifera CD
4. Computer Lab - Porifera Internet Search

#### AUDIO/VISUAL MATERIALS:

1. DVD - Porifera from The Shape of Life series
2. vt - Sponges

### **Weeks: 8 – 9: UNIT FIVE: PSEUDOCOELOMATE ANIMALS**

California Content Standards: Biology

#### ***Evolution***

8. Evolution is the result of genetic changes that occur in constantly changing environments. As a basis for understanding this concept:
  - c. Students know the effects of genetic drift on the diversity of organisms in a population.
  - d. Students know reproductive or geographic isolation affects speciation.
  - e. Students know how to analyze fossil evidence with regard to biological diversity, episodic speciation, and mass extinction.

Unit/Lesson/Sections/Chapters: This unit discusses the ecological importance of the pseudocoelomate animals, including members of the following phyla of animals: Phylum Rotifera, Phylum Gastrotricha, Phylum Kinorhyncha, Phylum Loricifera, Phylum Nematoda, Phylum Nematomorpha, Phylum Acanthocephala, and Phylum Entoprocta.

#### CLASS OBJECTIVES:

1. The students will be able to differentiate between these different phyla of animals.
2. The student will demonstrate general knowledge of those organisms.
3. The taxonomy of the phyla will be learned by each of the students.

#### LABS USED:

1. Dissection of Ascaris

#### AUDIO/VISUAL MATERIALS:

1. vt - Conquest of the Parasites
2. DVD - Worms from 'Animals without Backbone'
3. vt - Nematodes

## Pacing Guide for **Introduction to Zoology: Invertebrate**

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### **Weeks: 10-11: UNIT SIX: RADIATE ANIMALS PHYLUM CNIDARIA, CTENOPHORA**

California Content Standards: Biology

#### ***Evolution***

7. The frequency of an allele in a gene pool of a population depends on many factors and may be stable or unstable over time. As a basis for understanding this concept:
  - a. Students know why natural selection acts on the phenotype rather than the genotype of an organism.
  - c. Students know new mutations are constantly being generated in a gene pool.
  - d. Students know variation within a species increases the likelihood that at least some members of a species will survive under changed environmental conditions.
  
8. Evolution is the result of genetic changes that occur in constantly changing environments. As a basis for understanding this concept:
  - c. Students know the effects of genetic drift on the diversity of organisms in a population.
  - d. Students know reproductive or geographic isolation affects speciation.
  - e. Students know how to analyze fossil evidence with regard to biological diversity, episodic speciation, and mass extinction.

Unit/Lesson/Sections/Chapters: Chapter 13. This chapter covers two important phylum of animals, the Cnidarians and the Ctenophores. Both of these groups are radiate animals which means that they exhibit radial symmetry.

#### **CLASS OBJECTIVES:**

1. The student will learn about the ecology and the life-style of the Phylum Cnidaria.
2. The student will learn about the ecology and the life-style of the Phylum Ctenophora.
3. The taxonomy of these two phyla will be learned by each student.

#### **LABS USED:**

1. Cnidarians Internet Lab
2. Coelenterate Microscope slide Lab

#### **AUDIO/VISUAL MATERIALS:**

1. DVD - The Coral Reef
2. vt - Great Barrier Reef
3. vt- Coelenterata

## Pacing Guide for **Introduction to Zoology: Invertebrate**

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### Quarter 2

### **Weeks:12–13 UNIT SEVEN: ACOELOMATE ANIMALS:FLATWORMS, RIBBON WORMS, JAW WORMS**

California Content Standards: Biology

#### ***Physiology***

9. As a result of the coordinated structures and functions of organ systems, the internal environment of the human body remains relatively stable (homeostatic) despite changes in the outside environment. As a basis for understanding this concept:
  - a. Students know how the complementary activity of major body systems provides cells with oxygen and nutrients and removes toxic waste products such as carbon dioxide.
  - b. Students know how the nervous system mediates communication between different parts of the body and the body's interactions with the environment.
  - d. Students know the functions of the nervous system and the role of neurons in transmitting electrochemical impulses.
  - e. Students know the roles of sensory neurons, interneurons, and motor neurons in sensation, thought, and response.

Unit/Lesson/Sections/Chapters: Chapter14. This chapter deals with three phyla of animals, all bearing the same characteristic of being a flatworm. The three phyla being Platyhelminthes, Nematoda, and Gnathostomulida. Their ecology and importance to the human family are discussed.

#### **CLASS OBJECTIVES:**

1. The student will learn about the three phyla of flatworms.
2. The student will be able to distinguish between the three phyla.
3. The taxonomy of the three phyla will be learned by each student.
4. The importance of the three phyla to the human family will also be learned by the students.

#### **LABS USED:**

1. Liver Fluke Microscope Lab
2. Platyhelminthes/Planaria Lab

#### **AUDIO/VISUAL MATERIALS:**

1. Vt - Three Valleys of St. Lucia
2. DVD - Flatworms from Shape of Life series
3. VT - Flatworms

## Pacing Guide for **Introduction to Zoology: Invertebrate**

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### **Weeks: 14-15: UNIT EIGHT: MOLLUSKS AND ANNELIDS**

California Content Standards: Biology

#### ***Physiology***

10. As a result of the coordinated structures and functions of organ systems, the internal environment of the human body remains relatively stable (homeostatic) despite changes in the outside environment.

As a basis for understanding this concept:

- a. Students know how the complementary activity of major body systems provides cells with oxygen and nutrients and removes toxic waste products such as carbon dioxide.
- b. Students know how the nervous system mediates communication between different parts of the body and the body's interactions with the environment.
- f. Students know the functions of the nervous system and the role of neurons in transmitting electrochemical impulses.
- g. Students know the roles of sensory neurons, interneurons, and motor neurons in sensation, thought, and response.

Unit/Lesson/Sections/Chapters: Chapters 16, 17. The phylum Molluska is discussed in this chapter together with their form and function. The 7 different classes of mollusks are discussed along with their phylogeny and adaptive radiation.

#### **CLASS OBJECTIVES:**

1. The student will demonstrate knowledge of the form and function of the phylum Molluska.
2. The student will learn the difference between the following classes of Mollusks: Class Caudofoveata, Class Monoplacophora, Class Polyplacophora, Class Scaphopoda, Class Gastropoda, Class Bivalvia, and Class Cephalopoda.

#### **LABS USED:**

1. Clam Dissection Lab

#### **AUDIO/VISUAL MATERIALS:**

1. DVD - Mollusks from Shape of the Earth series
2. Computer Dissection of Clam
3. VT - Octopus
4. Cephalopod Internet Lab
5. Computer CD Assignment on Mollusks
6. vt - Incredible Succors

## Pacing Guide for **Introduction to Zoology: Invertebrate**

### **Weeks: 16 – 17: UNIT NINE: ARTHROPODS, TRILOBITES, HEXAPODS**

California Content Standards: Biology

#### ***Ecology***

6. Stability in an ecosystem is a balance between competing effects. As a basis for understanding this concept:
  - a. Students know bio diversity is the sum total of different kinds of organisms and is affected by alterations of habitats.
  - b. Students know how to analyze changes in an ecosystem resulting from changes in climate, human activity, introduction of nonnative species, or changes in population size.
  - c. Students know how fluctuations in population size in an ecosystem are determined by the relative rates of birth, immigration, emigration, and death.

#### ***Physiology***

9. As a result of the coordinated structures and functions of organ systems, the internal environment of the human body remains relatively stable (homeostatic) despite changes in the outside environment. As a basis for understanding this concept:
  - a. Students know how the complementary activity of major body systems provides cells with oxygen and nutrients and removes toxic waste products such as carbon dioxide.
  - b. Students know how the nervous system mediates communication between different parts of the body and the body's interactions with the environment.
  - e. Students know the roles of sensory neurons, interneurons, and motor neurons in sensation, thought, and response.

Unit/Lesson/Sections/Chapters: Chapters: 19 and 21. The Phylum Arthropoda embraces the largest assemblage of living animals on earth. It includes the spiders, scorpions, ticks, mites, crustaceans, millipedes, centipedes, insects, and a few other small groups. There are approximately 1,000,000 different species with about twice that many not yet classified. They compete with humans for food and spread serious disease and also serve as food sources and yield drugs, dyes and create such products as silk, honey, and beeswax.

#### **CLASS OBJECTIVES:**

1. The student will gain appreciation of this phylum of organisms and their effect upon the human race.
2. The student will demonstrate knowledge of the phylum and be able to distinguish the classes of it.
3. The student will learn the internal and external body parts of a member of the class insecta.
4. The student will learn the internal and external body parts of a member of the class crustacea.
5. The student will learn the ecological importance that these critters have upon the world environment.

#### **LABS UTILIZED:**

1. Grasshopper dissection lab
2. Insect parts lab
3. Crayfish dissection lab
4. Computer CD Lab - Arthropods

#### **AUDIO/VISUAL MATERIALS:**

1. DVD - Arthropods from Shape of Earth series
2. VT - Life on Earth series - "Insects"
3. VT - Insects: The Ruling Class
4. VT - Horseshoe Crab

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5. DVD - Bite of the Black Widow

### **Weeks: 18: UNIT TEN: ECHINODERMS, LESSER DEUTEROSOMES**

California Content Standards: Biology

#### ***Genetics***

4. Genes are a set of instructions encoded in the DNA sequence of each organism that specify the sequence of amino acids in proteins characteristic of that organism. As a basis for understanding this concept:
  - c. Students know how mutations in the DNA sequence of a gene may or may not affect the expression of the gene or the sequence of amino acids in an encoded protein.
  - d. Students know specialization of cells in multi cellular organisms is usually due to different patterns of gene expression rather than to differences of the genes themselves.
  - e. Students know proteins can differ from one another in the number and sequence of amino acids.

#### ***Evolution***

8. Evolution is the result of genetic changes that occur in constantly changing environments. As a basis for understanding this concept:
  - a. Students know how natural selection determines the differential survival of groups of organisms.
  - b. Students know a great diversity of species increases the chance that at least some organisms survive major changes in the environment.
  - c. Students know the effects of genetic drift on the diversity of organisms in a population.
  - d. Students know reproductive or geographic isolation affects speciation.
  - e. Students know how to analyze fossil evidence with regard to biological diversity, episodic speciation, and mass extinction.

Unit/Lesson/Sections/Chapters: Chapter 22; The echinoderms, along with the chordates belong to the Deuterostomia branch of the animal kingdom and are all coelomates. They include the marine forms such as sea stars, brittle stars, sea urchins, sea cucumbers, and sea lilies. They have unique characteristics that are found in no other phylum.

#### **CLASS OBJECTIVES:**

1. The student will learn the five classes of echinoderms and know the difference between the five.
2. The student will recognize the common characteristics of a member of the phylum by dissecting the starfish.
3. The student will be able to list the common characteristics of members of this phylum.
4. The student will learn the importance of members of this phylum to the rest of the environment.

#### **LABS UTILIZED:**

1. Dissection of the starfish
2. Examining role of starfish in environment

#### **AUDIO/VISUAL MATERIALS:**

1. VT - Echinoderms
2. DVD - Echinoderms from Shape of Earth series
3. Computer dissection program on starfish

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## Pacing Guide for **Introduction to Zoology: Invertebrate**

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### ***Week 19: Review for FINAL***

#### **ALL UNITS:**

#### **Support for English Language Learners:**

SDAIE strategies will be utilized: including vocabulary development, use of realia, and multiple visual representations during instruction.

#### **Support for Special Education Students:**

Modified assignments and assessment per student's Individualized Educational Plan will be utilized. In addition, students will be assisted with vocabulary development exercise, a variety of instructional groupings, and collaboration with the Resource Specialist and instructional assistant (if applicable).

#### **Stretching the Lesson for GATE Students:**

Differentiated tasks for advanced students will accommodate extended learning needs. Instructional groupings and a variety of presentation styles to meet multiple intelligence needs will be utilized



## High School Course Description for **Introduction to Zoology: Vertebrate**

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**Course Title:** Introduction to Zoology: Vertebrate**Curricular Area:** Life Science**Course Number:** SCI302**Length:** One Semester**Grade Level:** 10-12**Prerequisites:** Biology and Algebra I**Meets a UC a-g Requirement:** To be submitted for "D" laboratory science requirement**Meets NCAA Requirement:** To be submitted as lab science**Meets High School Graduation Requirement for:**  
Elective Credit**Course Description**

Zoology, the scientific study of animal life, builds on centuries of human inquiry into the animal world. This class is devoted to studying the Vertebrates (animal with a backbone). Students will participate in dissection labs and other scientific discovery-based laboratory exercises for 20% of their instructional time. This course is well suited for individuals interested in health or animal science careers.

**Alignment**

This course is aligned to the 1998 California Content Standards for Biology/Life Science and Laboratory Investigation and Experimentation (9-12).

**Instructional Materials**Required Textbook(s)

1. *Integrated Principles of Zoology* 14<sup>th</sup> edition by Hickman, P.C. Jr, Roberts, S.L., Larson, A., P Anson, H., Mc Graw Hill, 2004

Supplemental Materials

1. *Integrated principles of Zoology Laboratory Manual* 14<sup>th</sup> edition by Hickman, P.C. Jr, Roberts, S.L., Larson, A., P Anson, H., Mc Graw Hill, 2004

2. *Zoology Coloring Book* Elson, L.M.,

Software

3. *Digital Zoology 2.0* with Workbook, Houseman, J.,

**Exit Criteria**

<u>Activities</u>	<u>Percentage</u>
Laboratory/ Presentations .....	30%
Tests .....	30%
Quizzes.....	30%
Final Examination.....	10%
Multiple Choice – 4%	
Lab w/ Write up- 4%	
<u>Oral Presentation – 2%</u> .....	
Total:	100%

**Development Team :**

This Course of Study was updated in 2009 by Armando Ponce-CHS and Julia Nichols, Educational Services (9-12).

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### Quarter 1

#### Weeks 1–2: UNIT ONE: HISTORY OF LIFE ON EARTH/ORGANIC EVOLUTION

California Content Standards: Biology

#### *Genetics*

4. Genes are a set of instructions encoded in the DNA sequence of each organism that specify the sequence of amino acids in proteins characteristic of that organism. As a basis for understanding this concept:
  - e. Students know proteins can differ from one another in the number and sequence of amino acids.
5. The genetic composition of cells can be altered by incorporation of exogenous DNA into the cells. As a basis for understanding this concept:
  - a. Students know the general structures and functions of DNA, RNA, and protein.
  - b. Students know how to apply base-pairing rules to explain precise copying of DNA during semi conservative replication and transcription of information from DNA into mRNA.
  - c. Students know how genetic engineering (biotechnology) is used to produce novel biomedical and agricultural products.

#### *Evolution*

8. Evolution is the result of genetic changes that occur in constantly changing environments. As a basis for understanding this concept:
  - a. Students know how natural selection determines the differential survival of groups of organisms.
  - b. Students know a great diversity of species increases the chance that at least some organisms survive major changes in the environment.
  - c. Students know the effects of genetic drift on the diversity of organisms in a population.
  - d. Students know reproductive or geographic isolation affects speciation.
  - e. Students know how to analyze fossil evidence with regard to biological diversity, episodic speciation, and mass extinction.

Unit/Lesson/Sections/Chapters: Chapters: Chapters 6,. The beginning of life is a mysterious process. The students will investigate and learn about the Primordial soup model, Lerman's bubble model as well as the first types of life forms on this planet.

#### CLASS OBJECTIVES:

1. The students will learn about the primordial soup model and the Lerman bubble model.
2. The students will study the Earth's changes which would have allowed for life on this planet.
3. The students will be able to differentiate between Creationism and Darwinism through the analysis of published works that can be found through the internet.
4. The students will be able to identify how RNA and DNA may have developed.

#### LABS:

1. Microspheres Lab
2. Radiometric Dating Lab with popcorn kernels
3. Natural Selection Lab

#### AUDIO/VISUAL MATERIALS:

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1. Origins video.

### **Weeks 3–4: UNIT TWO: VERTEBRATE BEGINNINGS AND THE PHYLOGENY OF ANIMALS**

California Content Standards: Biology

#### ***Evolution***

8. Evolution is the result of genetic changes that occur in constantly changing environments. As a basis for understanding this concept:
  - b. Students know a great diversity of species increases the chance that at least some organisms survive major changes in the environment.
  - c. Students know the effects of genetic drift on the diversity of organisms in a population.
  - d. Students know reproductive or geographic isolation affects speciation.

#### ***Physiology***

9. As a result of the coordinated structures and functions of organ systems, the internal environment of the human body remains relatively stable (homeostatic) despite changes in the outside environment. As a basis for understanding this concept:
  - a. Students know how the complementary activity of major body systems provides cells with oxygen and nutrients and removes toxic waste products such as carbon dioxide.
  - b. Students know how the nervous system mediates communication between different parts of the body and the body's interactions with the environment.
  - d. Students know the functions of the nervous system and the role of neurons in transmitting electrochemical impulses.

Unit/Lesson/Sections/Chapters: Chapter 9 & 23. What does it mean to be a chordate as well as what does it mean to be an Animal. The students will take a depth look at how the spinal chord develops as well as how limbs and other neurological aspects develop in all groups of vertebrates. The students will learn about the general characteristics, protochordates, and the origin of the early vertebrates.

#### **CLASS OBJECTIVES:**

1. The students will learn about what is a chordate.
2. The students will look at the major animal phyla
3. The students will be able to differentiate between vertebrate and invertebrate animals.
4. The students will be able to identify how the brain and limbs develop.
5. The student will learn about the origin of early vertebrates.

#### **LABS:**

1. Cell tissues Identification slide lab

#### **AUDIO/VISUAL MATERIALS:**

None

## Pacing Guide for **Introduction to Zoology: Vertebrate**

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### Weeks 5-6: UNIT THREE: THE RISE OF FISHES

California Content Standards: Biology

#### **Ecology**

6. Stability in an ecosystem is a balance between competing effects. As a basis for understanding this concept:
  - a. Students know bio diversity is the sum total of different kinds of organisms and is affected by alterations of habitats.
  - d. Students know how water, carbon, and nitrogen cycle between abiotic resources and organic matter in the ecosystem and how oxygen cycles through photosynthesis and respiration.
  - e. Students know a vital part of an ecosystem is the stability of its producers and decomposers.
  - f. Students know at each link in a food web some energy is stored in newly made structures but much energy is dissipated into the environment as heat. This dissipation may be represented in an energy pyramid.

#### **Evolution**

8. Evolution is the result of genetic changes that occur in constantly changing environments. As a basis for understanding this concept:
  - a. Students know how natural selection determines the differential survival of groups of organisms.
  - b. Students know a great diversity of species increases the chance that at least some organisms survive major changes in the environment.
  - c. Students know the effects of genetic drift on the diversity of organisms in a population.
  - d. Students know reproductive or geographic isolation affects speciation.

Unit/Lesson/Sections/Chapters: Chapter 24;The students will be taken on an evolutionary journey of the first vertebrates to live on Earth. Students will learn about the evolution of the class *Agnatha*, class *Chondrichthyes*, and the class *Osteichthyes*.

#### CLASS OBJECTIVES:

1. How did the several classes of fishes evolve.
2. What were the driving forces that forced these animals to evolve.
3. Investigate the evolutionary perspectives and advances that enabled the fishes to be successful.

#### LABS:

1. Dissection of a perch fish, analysis and drawings.

#### AUDIO/VISUAL MATERIALS:

1. The Biology of Chorodates Video

## Pacing Guide for **Introduction to Zoology: Vertebrate**

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### **Weeks 7-9: UNIT FOUR: TETRAPODS, AMPHIBIANS AND REPTILES EVOLVE**

California Content Standards: Biology

#### ***Genetics***

2. Mutation and sexual reproduction lead to genetic variation in a population. As a basis for understanding this concept:
  - a. Students know meiosis is an early step in sexual reproduction in which the pairs of chromosomes separate and segregate randomly during cell division to produce gametes containing one chromosome of each type.
  - e. Students know why approximately half of an individual's DNA sequence comes from each parent.

#### ***Evolution***

7. The frequency of an allele in a gene pool of a population depends on many factors and may be stable or unstable over time. As a basis for understanding this concept:
  - a. Students know why natural selection acts on the phenotype rather than the genotype of an organism.
  - c. Students know new mutations are constantly being generated in a gene pool.
  - d. Students know variation within a species increases the likelihood that at least some members of a species will survive under changed environmental conditions.

Unit/Lesson/Sections/Chapters: Chapter 25 & 26; The Fishes were the first group of chordates to have evolved first in the ocean. The fishes then moved onto the land. This section will investigate the origination and transformation of fishes to amphibians then amphibians into the terrestrial kings, the class *reptilia*.

#### **CLASS OBJECTIVES:**

1. Evolutionary advances and perspectives of the class amphibia.
2. Evolutionary advances and perspectives of the class *reptilia*.
3. *The students* will learn about dichotomis keys and how they are applied to reptiles.
4. The students will learn about the amphibians and reptiles of southern California.

#### **LABS:**

1. Dissection of bullfrog
2. Picture analysis and drawings of snake and frog bone structure.

#### **AUDIO/VISUAL MATERIALS:**

NONE

## Pacing Guide for **Introduction to Zoology: Vertebrate**

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### **Week 10: UNIT FIVE: EVOLUTION OF BIRDS**

California Content Standards: Biology

#### ***Genetics***

2. Mutation and sexual reproduction lead to genetic variation in a population. As a basis for understanding this concept:
  - a. Students know meiosis is an early step in sexual reproduction in which the pairs of chromosomes separate and segregate randomly during cell division to produce gametes containing one chromosome of each type.
  - e. Students know why approximately half of an individual's DNA sequence comes from each parent

#### ***Evolution***

8. The frequency of an allele in a gene pool of a population depends on many factors and may be stable or unstable over time. As a basis for understanding this concept:
  - a. Students know why natural selection acts on the phenotype rather than the genotype of an organism.
  - c. Students know new mutations are constantly being generated in a gene pool.
  - d. Students know variation within a species increases the likelihood that at least some members of a species will survive under changed environmental conditions.

Unit/Lesson/Sections/Chapters: Chapter 27; The class *aves*' evolutionary path is a very unique and intriguing aspect. The development of birds and transition from reptile to birds is extraordinary and are to be considered the kings of the sky.

#### **CLASS OBJECTIVES:**

1. The students will investigate the evolutionary perspective and advances in birds.
2. The students will learn about the development of chick and the amniotic egg.
3. The students will learn about embryology study and migration of birds.

#### **LABS:**

1. Embryology lab and analysis of figures and drawings.

#### **AUDIO/VISUAL MATERIALS:**

NONE

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### Quarter 2

### Weeks 11-13: **UNIT SIX: THE RISE OF MAMMALS AND HOMINID EVOLUTION**

California Content Standards: Biology

#### **Genetics**

4. Genes are a set of instructions encoded in the DNA sequence of each organism that specify the sequence of amino acids in proteins characteristic of that organism. As a basis for understanding this concept:
  - a. Students know the general pathway by which ribosomes synthesize proteins, using tRNAs to translate genetic information in mRNA.
  - b. Students know how to apply the genetic coding rules to predict the sequence of amino acids from a sequence of codons in RNA.
  - c. Students know how mutations in the DNA sequence of a gene may or may not affect the expression of the gene or the sequence of amino acids in an encoded protein.
  - d. Students know specialization of cells in multi cellular organisms is usually due to different patterns of gene expression rather than to differences of the genes themselves.

#### **Ecology**

6. Stability in an ecosystem is a balance between competing effects. As a basis for understanding this concept:
  - a. Students know bio diversity is the sum total of different kinds of organisms and is affected by alterations of habitats.
  - c. Students know how fluctuations in population size in an ecosystem are determined by the relative rates of birth, immigration, emigration, and death.
  - e. Students know a vital part of an ecosystem is the stability of its producers and decomposers.
  - f. Students know at each link in a food web some energy is stored in newly made structures but much energy is dissipated into the environment as heat. This dissipation may be represented in an energy pyramid.

#### **Evolution**

8. Evolution is the result of genetic changes that occur in constantly changing environments. As a basis for understanding this concept:
  - a. Students know how natural selection determines the differential survival of groups of organisms.
  - b. Students know a great diversity of species increases the chance that at least some organisms survive major changes in the environment.
  - c. Students know the effects of genetic drift on the diversity of organisms in a population.
  - d. Students know reproductive or geographic isolation affects speciation.
  - e. Students know how to analyze fossil evidence with regard to biological diversity, episodic speciation, and mass extinction.

#### **Physiology**

9. As a result of the coordinated structures and functions of organ systems, the internal environment of the human body remains relatively stable (homeostatic) despite changes in the outside environment. As a basis for understanding this concept:
  - a. Students know how the complementary activity of major body systems provides cells with oxygen and nutrients and removes toxic waste products such as carbon dioxide.

## Pacing Guide for **Introduction to Zoology: Vertebrate**

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### **Weeks 11-13: UNIT SIX: THE RISE OF MAMMALS AND HOMINID EVOLUTION (CONTINUED)**

Unit/Lesson/Sections/Chapters: Chapter 28. An introduction to the largest group of the kingdom animalia. Also the largest in being warm blooded, milk producers, bearing to live young, upright stance, fur and having a placenta. This unit is also designed to investigate the descent of man.

#### CLASS OBJECTIVES:

1. The student will learn about the evolutionary perspective and advances that the class mammalia made from the class reptilia.
2. The students will learn the mammal characteristics to all the orders of mammals.
3. The students will learn the difference between placental vs non-placental mammals.
4. The students will also learn about Homonid evolution.

#### LABS:

1. Phylogentic relationships of the mammals.
2. The tree of mammals
3. The tress of Homonids

#### AUDIO/VISUAL MATERIALS:

NONE

### **Weeks 14–15: UNIT SEVEN: SUPPORT, PROTECTION, AND MOVEMENT OF ANIMALS**

California Content Standards: Biology

#### *Physiology*

10. Organisms have a variety of mechanisms to combat disease. As a basis for under-standing the human immune response:
  - a. Students know the role of the skin in providing nonspecific defenses against infection.
  - b. Students know the role of antibodies in the body's response to infection.
  - c. Students know how vaccination protects an individual from infectious diseases.
  - d. Students know there are important differences between bacteria and viruses with respect to their requirements for growth and replication, the body's primary defenses against bacterial and viral infections, and effective treatments of these infections.

Unit/Lesson/Sections/Chapters: Chapter29. The way that the animals are constructed is very unique. This unit will investigate the how the various groups of animals support, protect and move. The bone structure of fishes, amphibians, reptiles, birds, and humans will be compared. Similarities and differences will be clarified.



## Pacing Guide for **Introduction to Zoology: Vertebrate**

### **Weeks 14–15: UNIT SEVEN: SUPPORT, PROTECTION, AND MOVEMENT OF ANIMALS** (CONTINUED)

#### CLASS OBJECTIVES:

1. The student will learn about the evolutionary perspective and advances that the animal kingdom has undergone in the way protection is dealt with.
2. The students will learn the mammal characteristics to all the orders of mammals.
3. The students will learn the difference between placental vs. non-placental mammals.
4. The students will also learn about Hominid evolution.

#### LABS:

1. Phylogentic relationships of the mammals.
2. The tree of mammals
1. The tress of Homonids

#### AUDIO/VISUAL MATERIALS:

1. none

### **Weeks 16 – 17: UNIT EIGHT: ANIMAL BEHAVIOR AND ECOLOGY**

California Content Standards: Biology

#### Genetics

2. Mutation and sexual reproduction lead to genetic variation in a population. As a basis for understanding this concept:
  - a. Students know meiosis is an early step in sexual reproduction in which the pairs of chromosomes separate and segregate randomly during cell division to produce gametes containing one chromosome of each type.
  - b. Students know only certain cells in a multi cellular organism undergo meiosis.
  - c. Students know how random chromosome segregation explains the probability that a particular allele will be in a gamete.
  - d. Students know new combinations of alleles may be generated in a zygote through the fusion of male and female gametes (fertilization).
  - e. Students know why approximately half of an individual's DNA sequence comes from each parent.

#### *Evolution*

7. The frequency of an allele in a gene pool of a population depends on many factors and may be stable or unstable over time. As a basis for understanding this concept:
  - a. Students know why natural selection acts on the phenotype rather than the genotype of an organism.
  - b. Students know why alleles that are lethal in a homozygous individual may be carried in a heterozygote and thus maintained in a gene pool.
  - c. Students know new mutations are constantly being generated in a gene pool.
  - d. Students know variation within a species increases the likelihood that at least some members of a species will survive under changed environmental conditions.

## Pacing Guide for **Introduction to Zoology: Vertebrate**

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### **Weeks 16 – 17: UNIT EIGHT: ANIMAL BEHAVIOR AND ECOLOGY (CONTINUED)**

Unit/Lesson/Sections/Chapters: Chapter 29. The investigation of why animals act the way they do. Animal coloration is a unique process in the animal kingdom.

#### CLASS OBJECTIVES

1. The students will learn about body line and eyespot coloration in all organisms.
2. The students will learn about natural selection and the relationship it has on animal behavior.
3. The students will learn about the various mimicry in the animal's kingdom.

#### LABS:

NONE

#### AUDIO/VISUAL MATERIALS:

NONE

### **Week 18 UNIT NINE: DIGESTION, NUTRITION, IMMUNITY OF ANIMALS**

California Content Standards: Biology

#### *Physiology*

9. As a result of the coordinated structures and functions of organ systems, the internal environment of the human body remains relatively stable (homeostatic) despite changes in the outside environment.  
As a basis for understanding this concept:
  - b. Students know how the nervous system mediates communication between different parts of the body and the body's interactions with the environment.
10. Organisms have a variety of mechanisms to combat disease. As a basis for understanding the human immune response:
  - b. Students know the role of antibodies in the body's response to infection.
  - c. Students know how vaccination protects an individual from infectious diseases.
  - e. Students know why an individual with a compromised immune system (for example, a person with AIDS) may be unable to fight off and survive infections by microorganisms that are usually benign.

Unit/Lesson/Sections/Chapters: Chapter 32 & 35. Potential food is everywhere and little remains exploited. Animals bite, chew, nibble, crush, graze, browse, shred, rasp, and engulf food in a variety of ways. This unit is about investigating why animals eat what they eat and how it affects the place and how they live.

## Pacing Guide for **Introduction to Zoology: Vertebrate**

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### **Week 18 UNIT NINE: DIGESTION, NUTRITION, IMMUNITY OF ANIMALS (CONTINUED)**

#### CLASS OBJECTIVES

1. The students will learn about feeding mechanisms.
2. The students will learn about animal digestion.
3. The students will learn about alimentary canals
4. The students will learn about susceptibility and defense of the body.
5. The students will learn about acquired immune response.

#### LABS:

NONE

#### AUDIO/VISUAL MATERIALS:

NONE

#### ALL UNITS:

#### Support for English Language Learners:

SDAIE strategies will be utilized: including vocabulary development, use of realia, and multiple visual representations during instruction.

#### Support for Special Education Students:

Modified assignments and assessment per student's Individualized Educational Plan will be utilized. In addition, students will be assisted with vocabulary development exercise, a variety of instructional groupings, and collaboration with the Resource Specialist and instructional assistant (if applicable).

#### Stretching the Lesson for GATE Students:

Differentiated tasks for advanced students will accommodate extended learning needs. Instructional groupings and a variety of presentation styles to meet multiple intelligence needs will be utilized



**BOARD AGENDA**

**REGULAR MEETING  
February 4, 2010**

**CONSENT ITEM**

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

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

**SUBJECT:** **Approval of Agreement (#09/10-0437) with the San Bernardino County Superintendent of Schools for the AB 212 Educational Stipend Program (2009-2010)**

**GOAL:** Improved Student Performance

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

**BACKGROUND:** As a California Department of Education contractor, the Colton Joint Unified School District is eligible to participate in the AB 212 Education Stipend Program on behalf of KidsNCare, and is asking for a formal agreement between the two agencies.

AB 212 provides funding to develop and maintain a childcare worker retention program. Funding is allocated to employees that have earned 12 or more units in Early Child Education (ECE), work directly with subsidized children twenty or more hours per week in a classroom setting, and have been continuously employed for at least the last nine months in a State subsidized program. Qualifying staff will receive a stipend based upon their level of Child Development Permit.

**BUDGET IMPLICATIONS:** None.

**RECOMMENDATION:** That the Board approve the Agreement (#09/10-0437) with the San Bernardino County Superintendent of Schools for the AB 212 Educational Stipend Program (2009–2010).

**OFFICE OF THE  
SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS  
601 North E Street  
San Bernardino, CA 92410-3093**

**AB 212 EDUCATIONAL STIPEND PROGRAM  
AGREEMENT # 09/10-0437**

This **AGREEMENT** entered into on this 8th day of September 2009, by and between the San Bernardino County Superintendent of Schools, on behalf of KidsNCare, herein after referred to as "SBCSS/KNC", and Colton Joint Unified School District, herein after referred to as "Agency,"

**RECITALS**

**WHEREAS**, the Budget Act of 2000-01, Assembly Bill 212 (Chapter 547, Statutes of 2000) provided funding to develop and maintain a Child Care Worker Retention Activity or Policy; and

**WHEREAS**, the legislature requires the California Department of Education to develop guidelines for use by Local Child Care and Development Planning Councils (LPC) in developing county plans for the expenditure of these funds; and

**WHEREAS**, SBCSS/KNC is the administrative agent for the Child Care Planning Council of San Bernardino County; and

**WHEREAS**, Agency provides child care and development services to children and families within San Bernardino County;

**NOW THEREFORE**, SBCSS/KNC and Agency agree to the following:

1. **Requirements for AB 212 Stipend Program**

- a. This funding shall only be used to supplement, and not supplant, existing efforts and investments to retain qualified child care staff at the local level.
- b. The funding must be allocated to retain employees that meet all of the following minimum criteria:
  - 1) have earned a minimum of twelve (12) college-level Early Childhood Education (ECE) units;
  - 2) work directly with subsidized children twenty (20) hours or more per week in a classroom setting; and
  - 3) have been continuously employed for at least the last nine (9) months in a State subsidized program.

2. **Responsibilities of SBCSS/KNC**

- a. SBCSS/KNC shall design, maintain, and administer the system to distribute the AB 212 incentive funds in accordance with the San Bernardino County plan.
- b. No later than January 31, 2010, SBCSS/KNC shall provide applications for funding to potentially qualified providers/teachers.
- c. No later than April 15, 2010, SBCSS/KNC shall provide a preliminary list of eligible teachers to each Agency based on Agency's submissions and availability of funds.
- d. SBCSS/KNC shall provide to each Agency the lesser of thirteen percent (13%) of each recipient's stipend amount or One Hundred Fifty and no/100 Dollars (\$150.00) for administration of the application process.
- e. No later than June 1, 2010, SBCSS/KNC shall provide agencies with a final list of recipients.
- f. No later than June 30, 2010, SBCSS/KNC shall send each Agency a single check inclusive of the stipend and administrative fee for each of its recipients.

3. **Responsibilities of Agency**

- a. Agency shall assign an AB 212 Contract person to work directly with SBCSS/KNC to facilitate the application process.

- b. Distribute and gather all applications and necessary verification within Agency.
- c. No later than February 28, 2010, submit all applications and verifications to SBCSS/KNC.
- d. No later than May 1, 2010, Agency shall return the revised list.
- e. Receive a single check for all stipend eligible teachers and distribute the appropriate amounts as indicated by SBCSS/KNC. Agency shall return to SBCSS/KNC the stipend and administrative fee for any recipient no longer employed with the Agency as of the date of receipt of the check.

4. Timeline

<u>Date</u>	<u>Who</u>	<u>What</u>
September 30, 2009	SBCSS/KNC	Provide applications for funding to potentially qualified providers/teachers.
November 30, 2009	Agency	Submit all applications and verifications to SBCSS/KNC.
January 4, 2010	SBCSS/KNC	Provide a preliminary list of eligible teachers to each Agency based on Agency's submissions and availability of funds.
January 15, 2010	Agency	Return the preliminary list, noting necessary revisions.
February 11, 2010	SBCSS/KNC	Provide Agencies with a final list of recipients.
March 31, 2010	SBCSS/KNC	Send each Agency a single check inclusive of the stipend and administrative fee for each of its recipients.
June 30, 2010	Agency	Deliver payment to each stipend recipient with your agency. Return to SBCSS/KNC the stipend and administrative fee for any recipient no longer employed with the agency as of the date of receipt of the check.
July 31, 2010	Agency	Provide documentation to support payment of stipends to SBCSS/KNC

5. Program Requirements for AB 212 Training Reimbursement

- a. Reimbursement/Payment is limited to \$9,999.00 per training.
- b. Expenses must be incurred, services rendered, and supplies received by June 30, 2010.
- c. Training Proposals must be received by February 28, 2010 and must include a breakdown of the following:
  - Itemized list of allowable expenses and cost
  - Names of qualified employees in attendance
  - Date of training or receipt of service/supply
- d. After Training Proposal has been accepted and the training completed, an invoice with verification of allowable expenses (receipts) must be submitted to SBCSS/KNC.
- e. Invoices must be received within thirty days of training completion.

6. Responsibilities of SBCSS/KNC

- a. SBCSS/KNC shall design, maintain, and administer the system to distribute the AB 212 incentive funds in accordance with the San Bernardino County plan.
- b. No later than September 30, 2009, SBCSS/KNC shall provide Training Proposals applications to Agency.

- c. SBCSS/KNC will assist in completion of Training Proposal and provide guidance throughout.
- d. SBCSS/KNC will evaluate Training Proposal and approve/deny within fourteen days of receipt.

7. Responsibilities of Agency

- a. No later than February 28, 2010, submit all Training Proposals and supporting documentation to SBCSS/KNC. Agencies participation in this program is voluntary.
- b. Conduct training as outlined in the approved training proposal. In the unforeseen circumstance that this may not be possible, notification to SBCSS/KNC must take place within five days of becoming aware training will not occur.
- c. No later than thirty days following the training, submit invoice with verification of allowable expenses to SBCSS/KNC.

8. Duration of Agreement

- a. The term of this Agreement shall be from July 1, 2009 through and including June 30, 2010.
- b. This Agreement may be terminated early by SBCSS/KNC in the event funding is decreased or eliminated.
- c. The term of this Agreement may be extended by mutual agreement of both parties and affixed hereto as an amendment with signatures of both parties.

9. General Conditions

- a. This Agreement may be amended by the mutual agreement of both parties and affixed hereto as an amendment with signatures of both parties.
- b. No fee shall be required to participate in the AB 212 Program.
- c. All SBCSS/KNC and Agency information shall be maintained with strict confidentiality in accordance to California Code of Regulations, Title 5.
- d. It is understood that each program operates as an individual Agency and that this Agreement establishes no dual employee relationship.
- e. This Agreement constitutes the entire agreement between the parties, supersedes all prior agreements, oral or written.
- f. This agreement shall not be assignable except with written consent of parties hereto.
- g. Agency shall comply with all federal, state, and local laws and ordinances applicable to such work. Agency shall provide workers' compensation insurance for all of its employees.
- h. If Agency fails to comply with any of the material requirements of this Agreement or any requirements of the California State Department of Education (CDE), SBCSS/KNC shall report such default CDE. In the event of such default, SBCSS/KNC shall provide written notice to Agency specifying the default. Agency shall have five calendar days to cure the default. In the event that default has not been cured, SBCSS/KNC may terminate this agreement.
- i. Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach hereof shall be subject to mediation under the auspices of a recognized, neutral third-party professional mediation service, or other mediation acceptable to both parties, prior to undertaking any legal action. The cost of the mediation service shall be borne equally by the parties. The parties agree that the proper place of venue shall be in the City of San Bernardino, San Bernardino County, California.

10. Completion of State and Federal Tax Information Forms (United States residents)

- a. All independent contractors doing business with the SUPERINTENDENT must complete applicable state and federal tax forms to determine federal and state reporting status. The enclosed Form W-9 must be completed and returned to issue any payments applicable to this Agreement.



- 1) Sole Proprietors: On Form W-9, enter your individual name as shown on your social security card on the "Name:" line. You must enter your Business, trade, or "doing business as (DBA)" name on the "Business Name" line.
- b. California nonresidents must complete and submit a Form W-9 and Form 590.
- 1) Form 590: This form is required to determine California Residency. Payments made to California nonresidents, including corporations, limited liability companies and partnerships that do not have a permanent place of business in California, may be subject to a seven percent (7%) state income tax withholding (California Revenue and Taxation Code §18662). Types of income subject to withholding include payments for services performed in California and payments of leases, rents, and royalties for property located in California.
  - 2) Partial or Complete Exemption from California Withholding taxes.
    - a) Form 588 Nonresident Withholding Waiver Request: If you meet the criteria for California withholding, you may apply for a waiver (Form 588) from the State of California through the California Franchise Tax Board. A copy of the approved waiver must be received by the SUPERINTENDENT prior to the first payment of this Contract in order to apply the exemption from the required seven percent (7%) withholding.
    - b) Form 587 Nonresident Withholding Allocation Worksheet: If you do not qualify for a waiver from California Withholding (an approved Form 588) and do not have a permanent place of business in the state of California, complete and submit Form 587 to determine if withholding is required on the scope of work for this Agreement.

11. Notice

Notice regarding termination or default shall be provided in written form by way of first class postage prepaid mail to the following:

If to KNC:  
 Attn: James Moses  
 KidsNCare  
 1111 E Mill Street Suite 100  
 San Bernardino CA 92408

If to Agency:  
 Attn: Kathleen McGinn  
 Colton Joint USD  
 471 Agua Mansa Road  
 Colton, CA 92324

12. Hold Harmless

Agency agrees, at its own expense, cost and risk, to indemnify, defend, save and hold harmless SBCSS/KNC, 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 Agency in the performance of this contract. It is understood that employees and any subcontractor of the Agency in its performance under this contract are not agents or employees of SBCSS/KNC.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the day and year first written above.

**SAN BERNARDINO COUNTY  
 SUPERINTENDENT OF SCHOOLS**

**COLTON JOINT UNIFIED  
 SCHOOL DISTRICT**

\_\_\_\_\_  
 Mary Jane Andersen, Program Manager  
 Purchasing/Contracts

\_\_\_\_\_

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

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



## BOARD AGENDA

REGULAR MEETING  
February 4, 2010

CONSENT ITEM

**TO:** Board of Education

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

**SUBJECT:** Approval to Accept National Board for Professional Teaching Standards Incentive Award (2008-09)

**GOAL** Improved Student Performance

**STRATEGY:** Strategy #2 – Curriculum

**BACKGROUND:** The District was informed that we have been funded for the National Board for Professional Teaching Standards (NBPTS) \$20,000 Teacher Incentive Award. This award offers \$5,000 each year, for a maximum of four years, to National Board Certified Teachers (NBCTs) who continue working in low-performing schools. The district currently has three teachers who have earned this award.

**BUDGET**

**IMPLICATIONS:** \$14,123.76 -- Increase to the general fund.

**RECOMMENDATION:** Approval to accept National Board for Professional Teaching Standards Incentive Award (2008-09).

**Grant Award Notification**

<b>GRANTEE NAME AND ADDRESS</b> James A. Downs, Superintendent Colton Joint Unified School District 1212 Valencia Drive Colton, CA 92324	<b>CDE GRANT NUMBER</b>			
	<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
	08	24042	6768	20
<b>Attention</b> James A. Downs, Superintendent	<b>COUNTY</b>	<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>		
<b>Program Office</b> Colton Joint Unified School District	36	<b>Resource</b>	<b>Revenue Object</b>	
<b>Telephone</b> 909-580-6531		6267	8590	

**Name of Grant Program**  
 National Board for Professional Teaching Standards \$20,000 Teacher Incentive Award

<b>GRANT AMOUNT</b>	<b>Original/Prior Amendments</b>	<b>Amendment Number</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Index</b>	<b>Federal Catalog Number</b>
	\$14,123.76			\$14,123.76		

<b>AWARD DATES</b>	<b>Starting</b>	<b>Ending</b>
	November 1, 2008	December 31, 2009


Dear Superintendent Downs:

Congratulations! I am pleased to inform you that you have been funded for the National Board for Professional Teaching Standards (NBPTS) \$20,000 Teacher Incentive Award.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

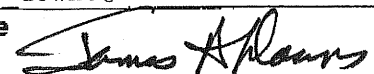
Please return the original, signed Grant Award Notification (AO-400) within ten days of its receipt to:

Juliet Barbero, Associate Governmental Program Analyst  
 English Learner and Curriculum Support Division  
 California Department of Education  
 1430 N Street, Room 4309  
 Sacramento, CA 95814-5901

<b>California Department of Education Contact</b> Juliet Barbero	<b>Title</b> Associate Governmental Program Analyst
<b>E-mail Address</b> jbarbero@cde.ca.gov	<b>Telephone</b> 916-323-5795
<b>Signature of the State Superintendent of Public Instruction or Designee</b> 	<b>Date</b> December 18, 2009

**CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS**

*On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.*

<b>Printed Name of Authorized Agent</b> James A. Downs	<b>Title</b> Superintendent
<b>E-mail Address</b> james_downs@colton.k12.ca.us	<b>Telephone</b> (909) 580-6500
<b>Signature</b> 	<b>Date</b> 1/13/10

Original mailed 1/13/10 Jc

**BOARD AGENDA**

**REGULAR MEETING  
February 4, 2010**

**CONSENT ITEM**

**TO:** Board of Education

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

**SUBJECT:** Acceptance of Gifts

**GOAL:** Community Relations

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

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

Site	Donor	Donation/Purpose	Amount
Alice Birney Elementary School	General Mills Box Tops for Education P.O. Box 200 Young America, MN 55553-0200	Check #000616610 Site discretionary	\$237.50
Bloomington High School	Vanessa Quinonez 22240 DeBerry Street Grand Terrace, CA 92313	Cash – Support Drama Video Club	\$100.00
Bloomington Middle School	James A. Downs 1212 Valencia Drive Colton, CA 92324	Check # 1299 – Site discretionary	\$100.00
Grant Elementary	Green Club Committee 550 West Olive Street Colton, CA 92324	Cash – Site discretionary	\$66.10
Sycamore Hills Elementary	Sharon Sadler & Eileen Stoffel – Teachers / Writers Sycamore Hills Elementary 11036 Hohogany Drive, Fontana, CA 92337 Awarded FEDCO Grant by Cal Poly Pomona Cal Poly Pomona Foundation 3801 W. Temple Avenue, Bldg 55 Pomona, CA 91768	Grant #9/10-120 – Awarded for NASA Club – Classroom enhancement project. Purchase LEGCO Robotics Materials and NXT software	\$1,983.12

**BOARD AGENDA**

**REGULAR MEETING  
February 4, 2010**

**CONSENT ITEM**

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** **Approval to File Notice of Completion: Bid #09-01CA – Carpet Installation Project at Crestmore, D’Arcy, Lincoln Elementary Schools and Washington High School (*Mike’s Custom Flooring*)**
- GOAL:** Budget Planning
- STRATEGIC PLAN:** Strategy #4 – Facilities
- BACKGROUND:** Mike’s Custom Flooring has satisfactorily completed their work in accordance with the contract documents. It is time to file the Notice of Completion.
- District staff and administrators conducted walk-through inspections of this project and it is complete and in satisfactory condition. The final 10% contract retention will be released per the contract documents.
- BUDGET IMPLICATIONS:**
- |  |                       |
|--|-----------------------|
| Bid 09-01CA – Carpet Installation Project    |                       |
| Deferred Maintenance Fund 14                 | \$4,980               |
| <b>Total of 10% Retention to be Released</b> | <b><u>\$4,980</u></b> |
- RECOMMENDATION:** That the Board approve filing of the Notice of Completion as presented

**NOTICE OF COMPLETION OF WORK**

(Civil code 3093-Public Works)

**WHEN RECORDED, RETURN TO:**

Colton Joint Unified School District  
1212 Valencia Drive  
Colton, CA 92324  
ATTN: Dave Beeson  
Director of Purchasing and Warehouse

**NO recording fee.**

Exempt from fees per Government Code Section 27383

**NOTICE OF COMPLETION OF WORK**

**NOTICE IS HEREBY GIVEN**, that the Colton Joint Unified School District of San Bernardino County, California, as Owner of the property hereinafter described, caused improvement to be made to said property, to wit: Bid 09-01CA, Carpet Project at Crestmore Elementary 18870 Jurupa Avenue, Bloomington, CA, APN 257-101-05; D’Arcy Elementary 11645 Elm Avenue, Fontana, CA, APN 193-401-43; Washington High 900 E. “C” Street, Colton, CA, APN 164-151-09, 13, 14; Lincoln Elementary 444 E. Olive Street, Colton, CA, APN 161-211-02; the Contract for the doing of which was heretofore entered into on the 3rd day of September, 2009, which was made with Mike’s Custom Flooring, as Contractor, that said improvements have been **completed** on the 4th day of January, 2010, pursuant to said Contract and in accordance with plans and specifications, and **accepted** on the 4<sup>th</sup> day of February, 2010, by the Governing Board of said District; that title of said property vests in the Colton Joint Unified School District of San Bernardino County, California, that the surety for the above named Contractor is the Western Insurance Company, that the property hereinafter referred to and on which said improvements were made.

I hereby certify under penalty of perjury that the foregoing is true and correct.

By: \_\_\_\_\_  
Jaime R. Ayala, Assistant Superintendent  
Colton Joint Unified School District

State of California  
County of San Bernardino

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Jaime R. Ayala, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature \_\_\_\_\_

(Seal)



  
Crestmore Elementary Administrator

  
Washington High Administrator

  
D'Arcy Elementary Administrator

  
Lincoln Elementary Administrator



## BOARD AGENDA

REGULAR MEETING  
February 4, 2010

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Jerry Almendarez, Assistant Superintendent, Human Resources Division
- SUBJECT:** Authorization for the District to Enter into Agreements with Colleges and Universities for Student Teaching and/or Internship Programs (2009-10)
- GOAL:** Personnel Development
- STRATEGIC PLAN:** Strategy #5 – College Career
- BACKGROUND:** During the year many colleges and universities request placement of student teachers and/or interns within the District. This practice benefits the District and the colleges and universities. In order to accommodate the request, an agreement between the District and the college and/or university must be signed. This action will allow the District to execute such agreements without individual Board action.
- BUDGET IMPLICATIONS:** Student teachers and interns are to be covered by the District's Worker's Compensation Insurance at no cost to the college and/or university.
- RECOMMENDATION:** That the Board authorize the District to enter into agreements with colleges and universities for student teaching and/or internships (2009-10).



# BOARD AGENDA

REGULAR MEETING  
February 4, 2010

## ACTION ITEM

**TO:** Board of Education

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

**SUBJECT:** Approval of Personnel Employment

**GOAL:** Human Resources Development

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

I-A Certificated – Regular Staff – None

I-B Certificated – Activity/Coaching Assignments – None

I-C Certificated – Hourly – None

I-D Certificated – Substitute Teacher

1. Bellinger, Charles
2. Lopez, Rosa
3. Macias, Christine
4. Monreal, Madeline
5. Quiroz, Randy
6. Silberman, Randy

II-A Classified – Regular Staff

1. Alarcia, Maria State Preschool Inst. Asst. - Rogers
2. Sandoval, Paul Campus Supervisor

II-B Classified – Activity/Coaching Assignments

1. Lopez, Guadalupe Soccer, Head JV (walk-on) – BHS

II-C Classified – Hourly

1. Conboy, Olivia AVID Tutor – CHS
2. Jones, Markus AVID Tutor – BHS
3. Ortiz, Joanna Sub Noon Aide – Zimmerman
4. Vides, Robert AVID Tutor – ROHMS

II-D Classified – Substitute

1. Espinosa, Wendy Sub Bus Driver
2. Maestas, Frankie Sub Campus Supervisor

**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  
February 4, 2010**

**ACTION ITEM**

**TO:** **Board of Education**  
**PRESENTED BY:** Jerry Almendarez, Assistant Superintendent, Human Resources Division  
**SUBJECT:** **Approval of Conference Attendance**  
**GOAL:** Human Resources Development  
**STRATEGIC PLAN:** Strategy #1 – Communication

Lynn Park – **BHS**  
Counselor  
Raymonn Brown  
Shelby Ericson  
Holly Todd  
Teachers  
AVID Junior Trip  
February 8-11, 2010  
Central, CA  
AVID funds: \$2,300

Jaime Ayala – **D.O./Business Office**  
Assistant Superintendent  
C.A.S.H. Conference  
February 22-25, 2010  
Sacramento, CA  
Business funds: \$1,793.40

Alice Grundman – **SSC/Facilities**  
Director  
C.A.S.H. Conference  
February 22-25, 2010  
Sacramento, CA  
Facilities funds: \$2,001.40

Misty Wright – **BHS**  
Activities Director  
CADA Conference  
March 3-6, 2010  
Reno, NV  
SLI funds: \$1,614  
**Total: \$7,708.80**

**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  
February 4, 2010**

**ACTION ITEM**

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

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

**SUBJECT:** **Approval of Resolution 10-04 to Non-Reelect Temporary Certificated Employees**

**GOAL:** Personnel Development

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

**BACKGROUND:** Pursuant to Education Code 44954(b), the Board may release a substitute and/or temporary certificated employee if the employee is notified before the end of the school year of the District’s decision not to reelect the employee for the next succeeding school year (2010-11).

**BUDGET  
IMPLICATIONS:** Decrease in General Fund expenditures of approximately \$2 million

**RECOMMENDATION:** That the Board approve and adopt Resolution 10-04 to non-reelect temporary certificated employees.

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

**BEFORE THE GOVERNING BOARD OF THE  
COLTON JOINT UNIFIED SCHOOL DISTRICT  
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA**

**RESOLUTION NO. 10-04**

**RESOLUTION TO NON-REELECT TEMPORARY CERTIFICATED EMPLOYEES**

**WHEREAS**, pursuant to Education Code section 44954(b), the Board may release a substitute and/or temporary certificated employee if the employee is notified before the end of the school year of the District's decision not to reelect the employee for the next succeeding school year; and

**WHEREAS**, the following employees have been employed by this District in positions requiring certification qualifications:

<i>EMPLOYEE NUMBER</i>	<i>POSITION</i>
8137	Elementary Teacher
8819	Elementary Teacher
7631	Social Science Teacher
8025	Language Arts Teacher
6839	Alternative Education Teacher
1810	Keyboarding Teacher
1701	Elementary Teacher
8299	Elementary Teacher
8297	Elementary Teacher
8804	ELD Teacher
5938	Elementary Teacher
8073	Language Arts Teacher
7133	Elementary Teacher
8174	Elementary Teacher
8095	Elementary Teacher
6774	Science Teacher (MS)
8472	Elementary Teacher
5849	Elementary Teacher
8794	Science Teacher (MS)
7469	Elementary Teacher
8213	Elementary Teacher
7252	Elementary Teacher
5516	Elementary Teacher
177	Elementary Teacher
7945	Elementary Teacher
8148	Elementary Teacher
4025	Elementary Teacher
8805	Math Teacher
7999	Elementary Teacher
7475	Elementary Teacher
7630	Elementary Teacher
7785	Elementary Teacher

**WHEREAS**, it is this Board's intent to release and not reelect the above-referenced employees for the subsequent school year, 2010-11, pursuant to Education Code section 44954(b); and

**WHEREAS**, the decision to non-reelect the above-named employees is made on an individualized basis.

**NOW, THEREFORE, BE IT RESOLVED**, as follows:

1. That the Board has determined that it is necessary at this time to send notice to each of the individual employees indicated above that he/she/they will not be reelected for the subsequent school year for the reason set forth above, and as further supported by documents possessed by the District; and
2. That the Superintendent, or designee, is directed to issue to each individual employee above the notices described in Section 44954(b) that he/she/they will not be reemployed for the 2010-2011 school year; and
3. That the Superintendent, or designee, is authorized to take such further and additional actions as are necessary and appropriate to accomplish the purposes of this Resolution.

The foregoing Resolution was adopted by the Governing Board of the Colton Joint Unified School District on the 4<sup>th</sup> day of February, 2010 by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
President, Governing Board of the  
Colton Joint Unified School District

I, David R. Zamora, Clerk of the Governing Board of the Colton Joint Unified School District, do certify that the foregoing Resolution was regularly introduced, passed and adopted by the Governing Board at its regular meeting held on February 4, 2010.

\_\_\_\_\_  
Clerk, Governing Board of the  
Colton Joint Unified School District



**BOARD AGENDA**

**REGULAR MEETING  
February 4, 2010**

**ACTION ITEM**

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

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

**SUBJECT:** **Approval of Purchase Orders**

**GOAL:** **Student Performance / Personnel Development**

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

**RECOMMENDATION:** That the Board approve Purchase Orders in excess of \$10,000 for a total of \$105,915.11 as listed.

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

<u>P.O.</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>RESOURCE CODE*</u>	<u>AMOUNT</u>
012712	Konica Minolta Business	Lease Payment/ Print Shop	0000	\$19,183.50
012777	Maintex	Cust. Supp./Purchasing	0000	\$13,302.70
012823	Xerox Corp	Paper/ Purchasing	0000	23,129.82
012830	Link Line Communications	Computers/ BHS	3550	28,667.99
012835	Link Line Communications	Computers/C. Ranch	0396	\$11,631.10
012851	Margaret A. Chidester & Assoc	Legal Expenses/HR	0000	\$10,000.00
<b>TOTAL</b>				<b>\$105,915.11</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  
February 4, 2010**

**ACTION ITEM**

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

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

**SUBJECT:** **Approval of Disbursements**

**GOAL:** Budget Planning

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

**RECOMMENDATION:** That the Board approve disbursements paid as listed, from Batch #0963 through Batch #1049 for the sum of **\$3,905,043.21**

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  
February 4, 2010

### ACTION ITEM

**TO:** Board of Education

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

**SUBJECT:** Approval of Contract with Time Warner Cable to Provide Gigabit Connectivity to San Bernardino County Superintendent of Schools for Internet and Financial Services Access (2010–15)

**GOAL:** Facilities/Support Services, Budget Planning

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

**BACKGROUND:** Information Technology is recommending that the District contract with Time Warner Cable to provide high speed connectivity to the San Bernardino County Superintendent of Schools (SBCSS) for internet and fiscal services access. This service is eligible for full E-rate and California Teleconnect Fund discounts. Time Warner Cable has proposed a five year contract to provide these services at a monthly cost of \$395.50 after the Federal E-rate 13 and the California Teleconnect Fund discounts.

This connectivity will result in increased access speeds and disaster recovery access for mission critical applications that include NovaNet (credit recovery), Skills Tutor, Financial 2000, TeleParent, e-mail, and other internet based applications.

**BUDGET IMPLICATIONS:** \$4,746 annually for a five year cost of \$23,730 General Fund

**RECOMMENDATION:** That the Board approve the contract with Time Warner Cable to provide Gigabit Connectivity to San Bernardino County Superintendent of Schools for Internet and Financial Services Access (2010–15).

**ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board approved the contract with Time Warner Cable to provide Gigabit Connectivity to San Bernardino County Superintendent of Schools (2010–15).

This Business Class Service Agreement, including all attached Work Orders and additional Terms and Conditions that are incorporated herein by this reference ("**Service Agreement**"), dated \_\_\_\_\_ (the "**Effective Date**"), is between customer identified below Colton Joint Unified School District and Time Warner Cable ("**TWC or Operator**").

**Time Warner Cable Information**

**Time Warner Cable Business Class**

Street: 17777 Center Court Drive  
City: Cerritos  
State: CA  
Zip Code: 90703

Contact: **Maria Frew**  
Phone: **562-677-0273**  
Cell Phone: **310-770-9518**  
Fax: **310-356-3640**

**SPIN Number: 143028901**

**Customer Information**

<b>Customer Name</b>	<b>Account Number</b>	<b>Federal Tax ID</b>
Colton Joint Unified School District		

**Billing Address**  
1212 Valencia Drive  
Colton CA 92324

<b>Authorized Contact</b>	<b>Phone</b>	<b>Fax</b>
David Thurston	909-580-5000	909-554-0128

<b>Billing Contact</b>	<b>Phone</b>	<b>Fax</b>
David Thurston	909-580-5000	909-554-0128

**Customer Address(s)**  
1212 Valencia Drive Colton Ca 92324

**Service Agreement**

**THIS TIME WARNER CABLE BUSINESS CLASS SERVICES AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED HERETO. BY SIGNING THIS TIME WARNER CABLE BUSINESS CLASS SERVICES AGREEMENT WHERE INDICATED BELOW, CUSTOMER ACKNOWLEDGES THAT (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY ALL SUCH TERMS AND CONDITIONS, INCLUDING SECTION 21 THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE DISPUTES RELATING TO THE TIME WARNER BUSINESS CLASS SERVICES AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.**

**Electronic Signature Disclosure**

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

\_\_\_\_\_  
Authorized Signature for Time Warner Cable

\_\_\_\_\_  
Authorized Signature for Customer

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

Account Executive: Maria Frew  
 Phone: 562-677-0273  
 Cell Phone: 310-770-9518  
 Fax: 310-356-3640  
 Email: maria.frew@twcable.com

<b>Customer Information</b>		
<b>Business Name</b> Colton Joint Unified School District	<b>Customer Type:</b> Education K-12	
<b>Federal Tax ID</b>	<b>Tax Exempt Status</b>	<b>Tax Exempt Certificate #</b>
<b>Billing Address</b> 1212 Valencia Drive Colton CA 92324	<b>Account Number</b>	
<b>Billing Contact</b> David Thurston	<b>Billing Contact Phone</b> 909-580-5000	<b>Billing Contact Email Address</b> David.thurston@colton.k12.ca.us
<b>Authorized Contact</b> David Thurston	<b>Authorized Contact Phone</b> 909-580-5000	<b>Authorized Contact Email Address</b> David.thurston@colton.k12.ca.us
<b>Technical Contact:</b> David Thurston	<b>Technical Contact Phone</b> 909-580-5000	<b>Technical Contact Email Address</b> David.thurston@colton.k12.ca.us

**PRI Trunk Service Order Information**

Current LEC	Current IXC	LEC BTN(S)	E-911 Location 1	E-911 Location 2	E-911 Location 3

**Dedicated Internet, Metro Ethernet, and Private Line Service Order Information**

Site Name	Address Location	Location Type	Service Description / Bandwidth (List all Services for Each Location)	Customer Requested Due Date
Colton Joint Unified School District	1212 Valencia Drive Colton CA 92324	Education	1 Gig Metro Fiber Ethernet PTP	TBD – Schedule with David T.

Service Category	Monthly Recurring Charges	Non-Recurring Charges	Initial Term
PRI Services	\$	\$	
Dedicated Internet / Metro Ethernet – 1Gig PTP	\$2825	\$	60months
Cable Television	\$	\$	
Teleworker	\$	\$	
<b>*Gross Total</b>	\$	\$	

# Business Class

Less E-Rate Discount	%	(\$ )		
Less CTF Discount	%	(\$ )		
<b>*Net Total</b>		<b>\$</b>		

\* Monthly Recurring Charges include installation, construction, permits, monitoring, and management of all TWC Equipment as provided more specifically in the Agreement, but do not include any applicable use, sales and other taxes and governmental charges.

## Special Terms

The services, products, prices and terms identified on this Service Order constitute Time Warner Cable's offer to provide such services on such terms. Until Customer has accepted this offer by signing as appropriate below, Time Warner Cable reserves the right to rescind this offer at any time, at its sole discretion.

The Agreement shall be renewable as provided in the attached Terms and Conditions. Agreement term and corresponding monthly billing will commence on actual service installation date. This Agreement locks in the rate for the Time Warner Cable Business Class services for the Initial Term. Cable television and Teleworker services are subject to annual price changes.

## Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

\_\_\_\_\_  
Authorized Signature for Time Warner Cable

\_\_\_\_\_  
Authorized Signature for Customer

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

Time Warner Cable Agreement

## **Time Warner Cable Business Class Services Agreement Terms and Conditions**

### **1.0 AGREEMENT.**

The Time Warner Cable Business Class Services Agreement executed by the parties and these Terms and Conditions, including all documents incorporated herein by reference (collectively referred to as the "Agreement") set forth the entire agreement between the Customer and TWC and together with Customer, (the "Parties" or each individually a "Party") for the delivery and use of and payment for the services ("Services") identified on an Order(s) (as defined in Section 2.2 below) and further described on the applicable attachments to this Agreement (including Attachment A (National Teleworker Service and Branch Office Connectivity Service), Attachment B (Cable TV Service), Attachment C (Business Class Phone Service), Attachment D (Metro Ethernet Solutions/Dedicated Access Service)).

### **2.0 SERVICES AND ORDERS.**

2.1 Subject to the terms and conditions of this Agreement (including, without limitation, Customer's compliance with its obligations set forth in Section 5), TWC shall provide Customer with the Services, pursuant to and in conformance with any Order accepted in accordance with Section 2.2 below during the Term (as defined in Section 6 below). Customer understands and agrees that certain Services may not be available in all TWC service areas and that TWC, upon entering into an Order with Customer may, at its own discretion, utilize one or more of its affiliates or another party or parties to deliver the applicable Service. Unless otherwise set forth on an applicable Attachment, TWC shall use commercially reasonable efforts to provide each Service identified in an Order seven (7) days a week, twenty four (24) hours a day, excluding scheduled maintenance, required repair and events beyond TWC's reasonable control.

2.2 Customer shall request Services hereunder by issuing to TWC one or more proposed service and/or work order(s) (each an "Order") pursuant to this Agreement (in the form provided or approved by TWC) or via a mutually agreed electronic order entry system. Upon TWC's acceptance of a proposed service and/or work order(s), such proposed service and/or work order(s), shall be deemed an "Order" hereunder and shall be deemed incorporated into this Agreement. A proposed service and/or work order shall be deemed accepted upon the earlier of (a) TWC's acceptance of such proposed service and/or work order in writing; or (b) TWC's commencement of delivery of the Service(s) set forth in such proposed service and/or work order. As of the date an Order is agreed to by Customer, Customer is deemed to have ordered the Services and approved of TWC's initiation of the installation and construction process. Customer's termination rights thereafter shall be as set forth in Section 11 below, provided that if a site survey has not been completed by TWC as of the date of an Order and the site survey, once completed, reveals that the construction costs will require an increase in the non-recurring or recurring fees set forth on an Order, either Party (TWC or the Customer) may cancel the Order, without obligation.

### **3.0 SERVICE & EQUIPMENT INSTALLATION.**

Customer shall obtain and maintain, or ensure that each Customer employee or branch office to whom the Service will be provided, or who shall use the Service, as applicable (each an "End User"), shall obtain and maintain, throughout the Term such consents (including without limitation landlord and land owner consents) as are necessary to timely permit, and shall timely permit, TWC personnel to install, deliver, operate and maintain the Service and TWC Equipment (as defined in Section 4 below) as contemplated herein at Customer's and any Customer End User's facilities. Customer shall permit TWC reasonable access to the Customer and any End User facilities at any time as needed to install, configure, upgrade, maintain or remove the TWC Equipment and other Service components collocated at Customer's or an End User's facilities. Customer shall make and maintain throughout the Term all reasonable site preparations necessary to permit the installation, maintenance and operation of the Service and any TWC Equipment as specified by TWC and that is required to provide the Services hereunder. In addition, Customer will provide TWC with floor space, rack space, other space and clean power as is reasonably necessary for the installation and operation of TWC Equipment at the Customer locations identified in an Order, for the term of the applicable Order. Customer shall not charge TWC, and shall ensure that TWC does not incur, any fees or expenses whatsoever in connection with Customer's provision of space, power, or access as described herein, or otherwise in connection with Customer's performance of its obligations pursuant to this Section 3; and any such fees or expenses charged by a Customer End User shall be borne solely by Customer. Provided that Customer properly performs all necessary site preparation and provides TWC with all required consents, TWC shall use commercially reasonable efforts to install the Service in accordance with the requested Service start date indicated on an Order. TWC shall provide Customer with a completion notice ("Completion Notice") upon completion of the installation of a Service. In the event that TWC is unable to install the Service in accordance with the agreed upon schedule as a result of (i) Customer's (or its End User's) failure to deliver any required materials, support or information to TWC; or (ii) TWC not being able to obtain access to equipment or software at the installation location as necessary for installation of the Service, then Customer shall pay TWC the standard installation fee as identified on the applicable Attachment hereto for any installation trip made by TWC and an additional installation fee for each subsequent trip necessitated to perform the Service installation. Interconnection of the Service and TWC Equipment with Customer's or an End User's, as applicable, equipment will be performed by Customer unless otherwise agreed in writing between the Parties. With respect to any Services for which Customer will seek any discounts under the E-Rate Program administered by the Schools and Libraries Division of the Universal Administrative Company (USAC) or the California Teleconnect Fund ("E-Rate Discounts"), Customer acknowledges that TWC will not begin installation of any Equipment or otherwise incur costs to provide such Services under this Agreement unless and until Customer notifies TWC that either (i) Customer has received confirmation of applicable E-Rate Discounts or (ii) Customer elects to pay the Gross Monthly Service Charges set forth on the Order in full.

#### **4.0 SUPPORT & MAINTENANCE.**

TWC shall use commercially reasonable efforts to maintain the TWC-provided and installed equipment, including as applicable, any cabling, cable modems, related splitters, routers or other items, (collectively, the "TWC Equipment") on TWC's side of the demarcation points used by TWC to provide the Service. Notwithstanding any contrary provision set forth in this Agreement, equipment and services on Customer's side of the demarcation points, as well as any other

Customer-provided equipment, are the responsibility of Customer. TWC shall provide a telephone number and email address for inquiries and remote problem support for the Service. All such Customer support shall be provided only to Customer's designated personnel, as mutually agreed upon by TWC and Customer. Customer is responsible for all communications and interfaces with its End Users. In no event shall TWC be responsible for providing support for any network, equipment or software not provided and installed by TWC under this Agreement or for issues or problems beyond its control. Notwithstanding anything to the contrary in the foregoing, TWC shall use commercially reasonable efforts to restore any cable cuts on the TWC network and shall keep Customer reasonably advised of such restoration progress. Customer agrees to provide routine operational Service support for TWC Equipment and Service components collocated at Customer's or an End User's facility, including without limitation by performing reboots, as requested by TWC.

## **5.0 CUSTOMER OBLIGATIONS.**

5.1 Customer's use of the Service (including all content transmitted via the Service) shall comply with all applicable laws and regulations and the terms of this Agreement. Customer agrees not to resell or redistribute (whether for a fee or otherwise) the Service, or any portion thereof, or make any use of the Service other than for Customer's internal business purposes, unless otherwise agreed in writing by TWC. Customer shall ensure that its End Users' use of the Service, if any, shall comply with all applicable laws and regulations and any applicable Terms of Use (which are incorporated herein by this reference). "Terms of Use" means all applicable Service policies, including without limitation acceptable use policies, terms in the Attachments to this Agreement, and other terms and conditions established by TWC and available on the TWC web site, [www.twcbc.com/legal](http://www.twcbc.com/legal), as may be modified from time to time by TWC, at its sole discretion. TWC may audit Customer's use of the Service remotely or otherwise, to ensure Customer's compliance with this Agreement.

5.2 Customer shall ensure that all TWC Equipment at Customer's and Customer's End Users' facilities remains free and clear of all liens and encumbrances and Customer shall be responsible for loss or damage to the TWC Equipment while at Customer's or an End User's facilities. As between the Parties, Customer is solely responsible for (a) all use (whether or not authorized) of the Service by Customer, an End User or any unauthorized person or entity, which use shall be deemed Customer's use for purposes of this Agreement; (b) all content that is viewed, stored or transmitted via the Service, as applicable; and (c) all third party charges incurred for merchandise and services accessed via the Service, if any. Customer agrees to conform its equipment and software, and to ensure that each End User conforms its equipment and software, to the technical specifications for the Service provided by TWC from time to time.

## **6.0 TERM.**

The Agreement shall commence on the date of full execution by the Parties (the "Effective Date") and shall remain in effect for an initial term as set forth on the initial Order (the "Initial Term"). Unless terminated earlier in accordance with the provisions stated herein, upon the expiration of the Initial Term this Agreement shall automatically renew on a month-to-month basis, unless either Party notifies the other Party at least thirty (30) days prior to the expiration of the then-current Term of such Party's intent not to renew (the Initial Term and any renewal term collectively referred to as the "Term"). If an Order Term (as set forth in an applicable Order)

extends beyond the expiration of the Term, then this Agreement and the respective Order(s) will continue in effect until the expiration or termination of the applicable Order Term, but only as to the applicable Order(s), and subject to the termination rights of TWC and Customer under this Agreement.

## **7.0 PAYMENT.**

For each Service, Customer agrees to pay TWC the non-recurring Service installation fees and monthly recurring Service fees (collectively the "Service Charges") set forth on the applicable Order in accordance with the following payment terms: Service Charges will be billed to Customer on a monthly basis, in accordance with TWC's regular billing schedule, and are payable within thirty (30) days after the date appearing on the invoice. If Customer and any Services purchased under this Agreement are eligible for E-Rate Discounts, as a courtesy to Customer, TWC will submit invoices to Customer net of E-Rate Discounts and bill the balance to the government agencies administering the E-Rate Discounts, all as set forth on the applicable Order. Customer shall provide to TWC satisfactory evidence of the continuation of each E-Rate Discount for each year of the Initial Term. If TWC does not receive such confirmation, then TWC shall have the right to bill the Gross Monthly Service Charges to Customer. TWC shall have the right to increase Service Charges for each Service after the initial Order Term for such Service upon thirty (30) days advance written notice to Customer. TWC may charge a standard late fee for any amounts which are not paid when due, which amount shall not exceed one percent of the monthly Service Charges or the highest rate chargeable by law. Customer shall also be responsible for all costs of collection (including reasonable attorneys' fees) to collect overdue amounts. If TWC fails to present an invoice in a timely manner, such failure shall not constitute a waiver of the charges for the fees to which it relates and Customer shall pay such invoice as required in these payment terms.

## **8.0 TAXES.**

Customer shall pay all federal, state, and local taxes, fees, charges, surcharges or similar exactions imposed on the Services and/or products that are the subject of this Agreement including but not limited to state and local sales and use taxes, telecommunications taxes, federal and state universal service fund fees and/or state and local regulatory fees to the extent applicable. TWC shall have the right to recover from Customer the amount of any state or local fees or taxes arising as a result of this Agreement, which are imposed on TWC or TWC's services, or measured on TWC's receipts. Such fees or taxes shall be invoiced to Customer in the form of a surcharge included on Customer's invoice. TWC shall be responsible for and shall pay all taxes measured by TWC's net income. To the extent that a dispute arises as to which Party is liable for fees or taxes under this Agreement, Customer shall bear the burden of proof in showing that the fee or tax is imposed upon TWC's net income. This burden may be satisfied by Customer producing written documentation from the jurisdiction imposing the fee or tax indicating that the fee or tax is based on TWC's net income. Customer shall be responsible for providing TWC any and all documentation substantiating a claim for exemption from taxes or fees prior to the date that Services are first provided under this Agreement. To the extent such documentation is held invalid for any reason, Customer agrees to reimburse TWC for any tax or fee liability including without limitation related interest and penalties arising from such invalid documentation.



8.1 Unless otherwise set forth in an Order, Customer represents and warrants that Customer's use of the Services shall be such that the Service shall be deemed jurisdictionally interstate, pursuant to the Federal Communications Commission's mixed use "10% Rule" (47 C.F. R. 36.154, 4 FCC Red. 1352), and shall notify TWC in the event of breach or threatened breach of the foregoing. If, as a result of Customer's use of the Service, the Service is deemed not to be jurisdictionally interstate pursuant to the 10% Rule, then Customer will be liable for any resulting fees, fines, penalties and costs incurred by TWC. In addition, if TWC determines that Customer's use of the Service is likely to be deemed not to be jurisdictionally interstate, and therefore that TWC's provision of the Services is likely to put TWC's franchises, licenses, permits or business at risk, or otherwise cause regulatory problems for TWC, then TWC may immediately suspend the provision of Services under all affected Service Orders until such time as either (a) Customer provides TWC with satisfactory assurances that Customer's use of the Services shall be deemed to be jurisdictionally interstate or (b) TWC is otherwise brought into full compliance with any applicable laws and regulations.

8.2 Customer acknowledges that currently, and from time to time, there is uncertainty about the regulatory classification of some of the Services TWC provides and, consequently, uncertainty about what fees, taxes and surcharges are due from TWC and/or its customers. Customer agrees that TWC has the right to determine, in its sole discretion, what fees, taxes and surcharges are due and to collect and remit them to the relevant governmental authorities, and/or to pay and pass them through to Customer. Customer hereby waives any claims it may have regarding TWC's collection or remittance of such fees, taxes and surcharges. Customer understands that it may obtain a list of the fees, taxes and surcharges that TWC currently collects or passes through by writing to TWC at the following address and requesting same: Time Warner Cable, 7800 Crescent Executive Drive, Charlotte, North Carolina, 28217; Attention: Subscriber Tax Inquiries.

## **9.0 PROPRIETARY RIGHTS AND CONFIDENTIALITY.**

(a) TWC's Proprietary Rights. All materials including, but not limited to, any TWC Equipment (including related firmware), software, data and information provided by TWC, any identifiers or passwords used to access the Service or otherwise provided by TWC, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by TWC to provide the Service (collectively "TWC Materials") shall remain the sole and exclusive property of TWC or its suppliers. Customer shall acquire no interest in the TWC Materials by virtue of the payments provided for herein. Customer may use the TWC Materials solely for Customer's use of the Service. Customer may not disassemble, decompile, reverse engineer, reproduce, modify or distribute the TWC Materials, in whole or in part, or use them for the benefit of any third party. All rights in the TWC Materials not expressly granted to Customer herein are reserved to TWC. Customer shall not open, alter, misuse, tamper with or remove the TWC Equipment as and where installed by TWC, and shall not remove any markings or labels from the TWC Equipment indicating TWC (or its suppliers) ownership or serial numbers. (b) Confidentiality. Customer agrees to maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted herein, the TWC Materials and any other information and materials provided by TWC in connection with this Agreement, including but not limited to the content of this Agreement, that are identified or marked as confidential or are

otherwise reasonably understood to be confidential. (c) Software. If software is provided to Customer hereunder, TWC grants Customer a limited, non-exclusive and non-transferable license to use such software, in object code form only, solely for the purpose of using the Service for Customer's internal business purposes during the Term.

#### **10.0 MONITORING, EQUIPMENT UPGRADES AND MODIFICATIONS.**

TWC shall have the right, but not the obligation, to upgrade, modify and enhance the TWC Equipment (including related firmware) and the Service and take any action that TWC deems appropriate to protect the Service and its facilities. TWC also shall have the right to add to, modify or delete any provision of the Terms of Use. TWC will notify Customer of any material adverse change in the Terms of Use or Service descriptions by posting notice of such change on the TWC web site or by email, or, if applicable, in the appropriate TWC tariff. In any event, if TWC modifies the Terms of Use and such modification has a material adverse impact on Customer's ability to use the Service, Customer may, within the thirty (30) day period following the date of such modification, terminate without penalty the portion of the Order relating to the affected Service.

#### **11.0 TERMINATION.**

Either Party may terminate an applicable Order (a) upon thirty (30) days written notice of the other Party's material breach, provided that such material breach is not cured within such thirty (30) day period, or (b) immediately, in the event that the other Party liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for general relief from its debtors, initiates any proceeding seeking general protection from its creditors, is removed or delisted from a trading exchange or its long term debt is downgraded more than two levels from its rating as of the Effective Date. In addition, in the event that Customer fails to comply with any applicable laws or regulations, the terms of this Agreement or the Terms of Use, TWC may upon thirty (30) days written notice suspend or discontinue any applicable Service in whole or in part without further notice, provided that such failure is not cured within such thirty (30) day period. In addition, TWC may immediately suspend Customer's or its End User's use of the Service if such use is determined by TWC, at its sole discretion, to be resulting in a material degradation of the TWC network, until such time as such degradation has been remedied. TWC will use commercially reasonable efforts to assist Customer in remedying such degradation. In the event of a suspension, TWC may require the payment of reconnect or other charges before restarting the suspended Service. Upon the termination or expiration of this Agreement or Order(s) hereunder: (i) TWC's obligations hereunder shall cease; (ii) Customer promptly shall pay all amounts due and owing to TWC for Service delivered prior to the date of termination or expiration and any applicable deinstallation fees identified in Order(s), if any; (iii) Customer promptly shall cease all use of any software provided by TWC hereunder, and shall return such software to TWC; and (iv) Customer shall return to TWC or permit TWC to remove, in TWC's discretion, the TWC Equipment in the same condition as when received, ordinary wear and tear excepted. Customer shall be responsible for reimbursing TWC for the reasonable and documented costs of the repair or replacement, at TWC's discretion, of any TWC Equipment not returned in accordance with this Section 11. In addition, notwithstanding anything to the contrary herein, upon early termination of an Order by Customer for any reason other than as set forth in Section 11(a) or 11(b) above or by TWC for any reason set forth in Section 11(a) or 11(b) above, Customer shall promptly pay TWC a

termination fee equal to the Gross Monthly Service Charges set forth on the Order that would have been due for the remainder of the Initial Term or the then-current renewal term. The foregoing shall be in addition to any other rights and remedies that TWC may have under this Agreement or at law or equity relating to Customer's material breach.

#### **12.0 INDEMNIFICATION.**

Customer agrees to defend, indemnify and hold harmless TWC, its affiliates, its service providers and suppliers and their respective officers, directors, employees and agents, from and against third party claims, liabilities, damages and expenses, including reasonable attorneys' and other professionals' fees, arising out of or relating to (a) the use of the Service, including but not limited to a breach of Section 5 herein; or (b) personal injury or property damage caused by the negligence or willful misconduct of Customer or its employees or agents; (c) any fees, fines or penalties incurred by TWC as set forth in Section 8.1 herein; or (d) breach of the terms governing any use of music service provided as part of the Service.

#### **13.0 DISCLAIMER OF WARRANTY.**

CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND USES THE SAME AT ITS OWN RISK. TWC EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE AND TWC EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SERVICE, TWC EQUIPMENT AND TWC MATERIALS ARE PROVIDED "AS IS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY TWC, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. TWC DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATE OR INFORMATION OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME, EXCEPT AS SET FORTH IN THIS AGREEMENT. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICE MAY NOT BE SECURE. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC OF ANY KIND WHATSOEVER CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S OR AN END USER'S COMPUTER SYSTEM OR EQUIPMENT (INCLUDING NETWORK EQUIPMENT) OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR THAT RESULTS FROM, CUSTOMER'S OR ITS END USERS USE OF THE SERVICE INCLUDING, BUT NOT LIMITED TO CUSTOMER'S OR END USER'S SENDING OR RECEIVING, OR UPLOADING OR DOWNLOADING, OR ATTEMPTS TO DO SAME, OF SUCH DATA, MATERIAL OR TRAFFIC. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES

THAT TWC'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS AGREEMENT AND TWC DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

#### **14.0 LIMITATION OF LIABILITY.**

IN NO EVENT SHALL TWC BE LIABLE TO CUSTOMER, AN END USER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER TWC HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TWC'S AGGREGATE LIABILITY FOR ANY REASON AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE) AND STRICT PRODUCT LIABILITY) SHALL BE LIMITED TO THE FEES PAID OR OWED BY CUSTOMER UNDER THE ORDER THAT IS THE SUBJECT MATTER OF THE CLAIM IN THE SIX (6) MONTHS PRECEDING THE DATE THE CLAIM ARISES. IN NO EVENT SHALL TWC'S AFFILIATES, THIRD PARTY SERVICE PROVIDERS OR SUPPLIERS HAVE ANY LIABILITY TO CUSTOMER HEREUNDER.

#### **15.0 DISCLOSURE OF CUSTOMER INFORMATION.**

Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Telecommunications Act (the "Telecommunications Act"), the Federal Cable Communications Act (the "Cable Act"), the Electronic Communications Privacy Act, and, to the extent applicable, state laws and regulations. Customer proprietary network information and personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in the Subscriber Privacy Notice provided by TWC in writing, and, if applicable, in TWC's tariff, which are incorporated herein by reference. Customer acknowledges receipt of the Subscriber Privacy Notice. In addition to the foregoing, Customer hereby acknowledges and agrees that TWC may disclose Customer's and its employees' personally identifiable information as required by law or regulation, or the American Registry for Internet Numbers ("ARIN") or any similar agency, or in accordance with TWC's Subscriber Privacy Notice or, if applicable, tariff. In addition, TWC shall have the right (except where prohibited by law notwithstanding Customer's consent), but not the obligation, to disclose any information to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril.

#### **16.0 FORCE MAJEURE.**

Notwithstanding anything to the contrary contained herein, a Party shall have no liability to the other hereunder due to circumstances beyond its control, including, but not limited to, acts of

God, terrorism, flood, fiber cuts, natural disaster, regulation or governmental acts, fire, civil disturbance, weather, or any unauthorized access to or destruction or modification of the Service, in whole or in part (each a "Force Majeure Event"). Notwithstanding anything to the contrary herein, Customer may terminate the affected Order(s) in its entirety and without penalty if a Force Majeure Event continues for more than thirty (30) consecutive days and prevents TWC from delivering the Service subject to such Order(s).

#### **17.0 REGULATORY AND LEGAL CHANGES, POLE ATTACHMENT AND CONDUIT CHARGES, TARIFFS.**

In the event of any change in applicable law, regulation, decision, rule or order, including without limitation any new application of or increase in universal service fees or other government- or quasi-government-imposed charges that increases the costs or other terms of TWC's delivery of Service to Customer, or, in the event of any increase in pole attachment or conduit charges applicable to any facilities used by TWC in providing the Service, Customer acknowledges and agrees that TWC may pass through to Customer any such increased fees or costs, but only to the extent of the actual increase, provided TWC notifies Customer at least thirty (30) days in advance of the increase. In such case, and if such increase materially increases the fees or charges due by Customer hereunder for the applicable Service, Customer may, within thirty (30) days after notification of such increase, terminate the affected Service without incurring termination liability, provided Customer notifies TWC at least fifteen (15) days in advance of Customer's requested termination date. Further, in the event that TWC is required to file tariffs or rate schedules with a regulatory agency or otherwise publish its rates in accordance with regulatory agency rules or policies respecting the delivery of the Service or any portion thereof, and TWC is required under applicable law to apply those rates to Customer's purchase of Service under this Agreement, then the terms set forth in the applicable tariff or rate schedule shall govern TWC's delivery of, and Customer's use or consumption of the Service. In addition, if TWC determines that offering or providing the Service, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then TWC may terminate this Agreement as to any or all of the Service and may terminate any affected Orders, without liability by giving Customer thirty (30) days prior written notice or any such notice as is required by law or regulation applicable to such determination.

17.1 This Agreement, its Attachments and the Order(s) are subject to all applicable federal, state or local laws and regulations in effect in the relevant jurisdiction(s) in which TWC provides the Services. If any provision of this Agreement, its Attachments, or the Order(s) contravene or are in conflict with any such law or regulation, then the terms of such law or regulation shall take priority over the relevant provision of this Agreement, its Attachments, and/or the Order(s). If the relevant law or regulation applies to some but not all of the Service(s) being provided hereunder, then such law or regulation will take priority over the relevant provision of this Agreement, its Attachments, and the Order(s) only for purposes of those Service(s) to which the law or regulation applies. Except as explicitly stated in this Agreement, nothing contained in this Agreement shall constitute a waiver by TWC of any rights under applicable laws or regulations pertaining to the installation, operation, maintenance or removal of the Services, facilities or equipment.

#### **18.0 ENTIRE AGREEMENT.**

This Agreement, including without limitation all Attachments that are attached hereto and incorporated herein by this reference, sets forth the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous written or oral agreements or representations between the Parties with respect to such subject matter.

#### **19.0 ORDER OF PRECEDENCE.**

Each Service shall be provisioned pursuant to the terms and conditions of this Agreement. In the event that TWC permits a Customer to use its own standard purchase order form to order the Service, the Parties hereby acknowledge and agree that the terms and conditions hereof shall prevail notwithstanding any variance with the terms and conditions of any purchase order submitted by Customer, and any different or additional terms contained in such purchase order shall have no force or effect. To the extent that the terms of any Attachment or Order are inconsistent with the terms of this Agreement, the terms of this Agreement shall control.

#### **20.0 COMPLIANCE WITH LAWS.**

As between the Parties, TWC will obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to TWC's operation and provision of the Services as contemplated herein, and Customer will obtain and maintain at its own expense all license, approvals and regulatory authority required by law with respect to Customer's use of the Services as contemplated herein. Unless specified otherwise in this Agreement, each Party will give all notices, pay all fees and comply with all laws, ordinances, rules and regulations relating to its performance obligations specified herein.

#### **21.0 ARBITRATION.**

EXCEPT FOR CLAIMS FOR INJUNCTIVE RELIEF, AS DESCRIBED BELOW, ANY PAST, PRESENT, OR FUTURE CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, INCLUDING, IF APPLICABLE, THE SUPPLEMENTARY PROCEDURES FOR THE RESOLUTION OF CONSUMER RELATED DISPUTES. CONSOLIDATED OR CLASS ACTION ARBITRATIONS SHALL NOT BE PERMITTED. THE ARBITRATOR OF ANY DISPUTE OR CLAIM BROUGHT UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT HAVE THE POWER TO AWARD INJUNCTIVE RELIEF; INJUNCTIVE RELIEF MAY BE SOUGHT SOLELY IN AN APPROPRIATE COURT OF LAW. NO CLAIM SUBJECT TO ARBITRATION UNDER THIS AGREEMENT MAY BE COMBINED WITH A CLAIM SUBJECT TO RESOLUTION BEFORE A COURT OF LAW. THE ARBITRABILITY OF DISPUTES SHALL BE DETERMINED BY THE ARBITRATOR. JUDGMENT UPON AN AWARD MAY BE ENTERED IN ANY COURT HAVING COMPETENT JURISDICTION. IF ANY PORTION OF THIS SECTION IS HELD TO BE UNENFORCEABLE, THE REMAINDER SHALL CONTINUE TO BE ENFORCEABLE

#### **22.0 MISCELLANEOUS.**

This Agreement shall be governed and construed in accordance with the laws of the State of California. In the event that any portion of this Agreement is held to be invalid or unenforceable,

the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties set forth herein and the remainder of this Agreement shall remain in full force and effect. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Customer may not assign this Agreement without the prior written consent of TWC, and any assignment in violation of this Section shall be null and void. TWC may assign its rights and obligations under this Agreement including, without limitation, in whole or in part, to any affiliate without the prior written approval of or notice to Customer. Customer understands and agrees that, regardless of any such assignment, the rights and obligations of TWC herein may accrue to, or be fulfilled by, any affiliate, as well as by TWC and/or its subcontractors. Customer may not issue a press release, public announcement or other public statements regarding this Agreement without TWC's prior written consent. Excluding any third party claims, claims under this Agreement must be initiated not later than two (2) years after the claim arose, except with respect to claims by Customer relating to Service Charges, which must be initiated not later than six (6) months after the claims arose. There are no third party beneficiaries to this Agreement. The Parties to this Agreement are independent contractors. Any notice under this Agreement shall be given in writing and shall be deemed to have been given when actually received by the other Party. Notices shall be delivered to Customer and TWC at the respective addresses set forth above, or to such other address as is provided by one Party to the other in writing. The provisions of sections 7, 8, 9, 11, 12, 13, 14, 15, 21 and 22 shall survive the termination or expiration of this Agreement. No modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by both Parties. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

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**Attachment A**  
**National Teleworker Service and Branch Office Connectivity Service**

**Service Descriptions:**

**National Teleworker Service (“NTW Service”):** If Customer selects to receive the Cable TV Service, TWC shall provide Basic and Standard Cable services. Customer understands and agrees that premium program services, such as HBO, Cinemax, Showtime, and The Movie Channel, may not be received or shown on any television receivers located in any public areas, such as lounges, dayrooms, visiting areas or other common areas used by groups or the general public, nor shall Customer authorize or approve of any copying, taping or duplicating thereof.

**Branch Office Connectivity Service (“BOC Service”):** If Customer selects to receive the BOC Service, TWC shall provide connectivity from the number of Customer branch offices set forth in an accepted Order to the Customer’s data network. Subject to Customer’s payment of the Service Charges assessed hereunder, Customer shall be permitted to connect any number of computers within Customer’s identified branch offices to the Service, provided that use does not exceed the standard bandwidth provided by TWC.

**Customer’s use of the NTW Service and/or the BOC Service is subject to the following additional terms and conditions:**

TWC shall allow Customer employees to use (however in no event shall TWC be responsible for) a Virtual Private Network (VPN) and to allow the VPN to pass through the cable modem of any NTW Service or BOC Service, as applicable, provided that TWC shall have the right to disconnect (or demand the immediate disconnection of) any such service that degrades the TWC Service for other subscribers on the TWC network.

Customer shall not upload, post, transmit or otherwise make available on or via the NTW Service or BOC Service any material (including any message or series of messages) that violates or infringes in any way upon the rights of others, that is unlawful, threatening, abusive, obstructive, harassing, libelous, invasive of privacy or publicity rights, that in the circumstances would be obscene or indecent, that constitutes hate speech, that is otherwise offensive or objectionable, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law. TWC may remove content that in its judgment violates these standards.

TWC shall have the right, but not the obligation, to (a) monitor traffic and content on its network, in its sole discretion, including through the use of automatic content filters (including without limitation spam, virus, and adult language sniffers and filters); and (b) monitor Customer’s bandwidth utilization and to limit excessive use of bandwidth (as determined by TWC) as TWC deems appropriate to efficiently manage its network.

In the event that any TWC audit reveals that Customer’s usage of the NTW Service or BOC Service exceeds Customer’s rights hereunder, Customer shall pay TWC an amount equal to one and a half times the Service Charges that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any



excess usage or thereafter continue to pay the applicable Service Charges for such additional usage. In addition,

TWC shall have the right, but not the obligation, to (i) review content in public areas of the NTW Service or BOC Service, including chat rooms, bulletin boards and forums, in order to determine compliance with this Agreement and any rules now or hereafter established by TWC; and (ii) remove (or demand the removal of) any such content that TWC determines to be unacceptable or to violate the terms of this Agreement, any bandwidth utilization limitations or other Terms of Use.

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**Attachment B**  
**Cable TV Service**

**Service Description:**

**Cable TV Service:** If Customer selects to receive the Cable TV Service, TWC shall provide Basic and Standard Cable services. Customer understands and agrees that premium program services, such as HBO, Cinemax, Showtime, and The Movie Channel, may not be received or shown on any television receivers located in any public areas, such as lounges, dayrooms, visiting areas or other common areas used by groups or the general public, nor shall Customer authorize or approve of any copying, taping or duplicating thereof.

**Customer's use of the Cable TV Service is subject to the following additional terms and conditions:**

In the event that changes in technology require the use of specialized equipment to continue to receive Cable TV Services provided by this Agreement, TWC agrees to provide such equipment and Customer agrees to pay for such equipment at the same rate charged by TWC to commercial customers in the municipality in which Customer's property receiving the Cable TV Service is located.

In the event that any TWC audit reveals that Customer's usage of the Cable TV Service exceeds Customer's rights hereunder, Customer shall pay TWC an amount equal to one and a half times the Service Charges that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable Service Charges for such additional usage.

The monthly service charges set forth in an Order for Cable TV Service do not include applicable taxes, regulatory fees, franchise fees and public access fees. Notwithstanding anything to the contrary in this Agreement, the monthly service charges for the Cable TV Service are subject to change in accordance with commercial Cable TV rate increases applied to commercial customers.

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**Attachment C**  
**Business Class Phone Service**

**Service Description:**

**Business Class Phone Service:** If Customer selects to receive the Business Class Phone Service, Customer will receive telephone service consisting of up to twelve lines, including a variety of features, as described more fully in the applicable Order.

**Customer's use of the Business Class Phone Service is subject to the following additional terms and conditions:**

- Customer acknowledges that the voice-enabled cable modem used to provide the Business Class Phone Services is electrically powered and that the Business Class Phone Services, including the ability to access 911 services and alarm, security, medical and other monitoring services, may not operate in the event of an electrical power outage or if Customer's TWC broadband connection is disrupted or not operating. Customer also acknowledges that, in the event of a power outage at Customer or any End User's facility, any battery or back-up power supply included with the TWC-provided voice-enabled cable modem may enable back-up service for a limited period of time or not at all, depending on the circumstances, and that inclusion of the battery or back-up power supply does not ensure that Business Class Phone Service will be available in all circumstances. Customer also acknowledges that, in the event of a loss of power that disrupts the local TWC cable system, the battery or back-up power supply included with the TWC-provided voice-enabled cable modem will not provide back-up service and the Business Class Phone Service will not be available.
  
- Customer agrees that TWC will not be responsible for any losses or damages arising as a result of the unavailability of the Business Class Phone Service, including the inability to reach 911 or other emergency services, or the inability to contact a security system or remote medical or other monitoring service provider. Customer acknowledges that TWC does not guarantee that the Business Class Phone Service will operate with alarm, security, medical and/or other monitoring systems and services, and that Customer must contact (at Customer's sole expense) any applicable alarm, security, medical or other monitoring system and service provider in order to test Customer's system's operation with the Business Class Phone Service.
  
- The location and address associated with the Business Class Phone Service will be the address identified on the Order. Customer is not permitted to move TWC Equipment from the location and address in which it has been installed. Furthermore, if Customer moves its voice-enabled cable modem to an address different than that identified on the Order, calls from such modem to 911 will appear to 911 emergency service operators to be coming from the address identified on the Order and not the new address.

- Customer acknowledges that the existing telephone wiring inside Customer's and/or its End User's facility (as applicable) may not support both the Business Class Phone Service and digital subscriber line (DSL) service or other services provided by other service providers. Therefore, Customer intends to obtain service from other providers in addition to Business Class Phone Service, Customer must maintain separate wiring, not provided by TWC, specifically for use with such other services provided by other service providers and must ensure that any existing DSL service or other service is properly disconnected from all wiring to be used for Business Class Phone Service prior to installation of Business Class Phone Service on Customer's existing wiring.

- Customer agrees to provide TWC and its authorized agents with access to Customer's internal telephone wiring at the network interface device or at some other minimum point of entry in order to facilitate the installation and operation of Business Class Phone over existing wiring. Customer hereby authorizes TWC to make any requests from Customer's landlord, building owner and/or building manager, as appropriate and to make any requests necessary to other or prior communications service providers as necessary and appropriate to ensure that TWC has all access to inside wiring and cabling necessary and sufficient to efficiently and securely install Business Class Phone Service and all related equipment.

- In the event that a material error or omission in Customer's directory listing information, regardless of form, is caused by TWC, Customer's sole and exclusive remedy shall be a partial service credit in an amount set by TWC's then-current standard policies or as prescribed by applicable regulatory requirements, if any. Notwithstanding the foregoing, TWC shall have no other liability for any error or omission in any directory listing information.

- Information relating to Customer calling details ("Calling Details"), including the quantity, configuration, type, destination and amount of Business Class Phone Service usage by Customer, and information contained in Customer's bills (collectively, "Customer Proprietary Network Information" or "CPNI"), that is obtained by TWC pursuant to its provision of Business Class Phone Services will be protected by TWC as described herein and in accordance with applicable federal and state requirements. Notwithstanding the foregoing, the following shall not be CPNI: (i) Customer's directory listing information, regardless of whether such directory information is or is not published or intended to be published; and (ii) aggregated and/or compiled information that does not contain customer-specific references, even if CPNI was used as a basis for such information.

- TWC may use CPNI and share CPNI with its partners and contractors: (i) to provide services and bills to Customer; (ii) to respond to governmental requests and subpoenas; (iii) pursuant to applicable law, including the Communications Assistance for Law Enforcement Act ("CALEA"); (iv) to protect the interests of TWC, Customer and related parties in preventing fraud, theft of services, abuse, harassment and misuse of telephone services; (v) to protect the security and integrity of TWC's network systems; and (vi) to market additional TWC services to Customer that are of the same category as the services that Customer purchases from TWC. Customer agrees that, except as provided in Section 14.0 of the Agreement and applicable law, TWC will

not be liable for any losses or damages arising as a result of disclosure of CPNI. TWC may use without further consent Customer's CPNI to market to customer additional TWC services that are of the same category as the services that Customer purchases from time to time from TWC. TWC will obtain Customer's consent before using Customer's CPNI to market to Customer TWC services that are not within the categories of services that Customer purchases from TWC.

- Customer may obtain from TWC Calling Details showing Customer's outbound calls made within a trailing 90-day period. Customer may access this information by logging in through Customer's secure account information page on TWC's web portal or by requesting such information in writing or by telephone call to TWC. If Customer has not been assigned a designated account representative, TWC will respond to Customer requests for Customer Calling Details only in compliance with TWC's then-current authentication requirements and applicable law. Such authentication requirements may require Customer to obtain a secure password, which may be required for both online and telephone requests for Calling Details. TWC will provide the requested Calling Details by sending a printout or CD containing the requested information to the Customer's established account address or by making the document or information available to Customer or Customer's employee at a TWC retail location upon presentment of a valid government-issued photo ID and proof of authorization by Customer. TWC will notify Customer of any requests to change account passwords, activate online account access and change Customer's established account address. TWC may provide such notice by voicemail, by e-mail or by regular mail to Customer's prior account address.

- If TWC has assigned a designated account representative to Customer, Customer may identify a person or persons who are authorized to request Calling Details from the designated account representative, with or without further identity authentication, at Customer's option, and may designate the means by which TWC will provide such information to Customer (e.g., electronically, by fax, by mail, orally or otherwise) ("Calling Detail Preauthorization Plan"). Thereafter, TWC will provide requested Calling Detail in accordance with the Calling Detail Preauthorization Plan. Customer is responsible for: (i) ensuring that TWC receives timely notice of any changes to the list of authorized individuals (ii) the accuracy of Customer-defined additional authentication information and practices; (iii) and maintaining the security and confidentiality of the Calling Detail Preauthorization Plan. TWC will not be liable to Customer for any disclosure of Calling Detail, including CPNI, that occurs if TWC has complied with the Calling Detail Preauthorization Plan.

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## **Attachment D**

### **Data Services: High Speed Data/ Metro Ethernet Solutions/Dedicated Internet Access**

#### **Services Description:**

**High Speed Data (“HSD Service”):** If Customer selects to receive the HSD Service; TWC shall provide connectivity from the number of Customer sites set forth in an accepted Order to the Customer’s data network. Subject to Customer’s payment of the Service Charges assessed hereunder, Customer shall be permitted to connect any number of computers within Customer’s identified sites to the Service, provided that use does not exceed the standard bandwidth provided by TWC.

**Metro Ethernet Solutions/Dedicated Internet Access:** If Customer selects to receive the metro Ethernet solutions/dedicated access service (“Metro Ethernet Solutions Service”), TWC shall provide Customer with a dedicated circuit connection between Customer’s data network identified on an Order and the TWC facility identified on an Order.

#### **Customer’s use of the Metro Ethernet Solutions Service is subject to the following additional terms and conditions:**

TWC’s provision of the Metro Ethernet Solutions Service is subject to availability. The Metro Ethernet Solutions Service shall be limited to the capacity set forth on an Order, and Customer must purchase any additional capacity separately.

Customer agrees to use the Metro Ethernet Solutions Service solely for transmitting data in IP form. Customer shall not upload, post, transmit or otherwise make available on or via the Metro Ethernet Solutions Service any material (including any message or series of messages) that violates or infringes in any way upon the rights of others, that is unlawful, threatening, abusive, obstructive, harassing, libelous, invasive of privacy or publicity rights, that in the circumstances would be obscene or indecent, that constitutes hate speech, that is otherwise offensive or objectionable, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law. TWC may remove or demand the removal of, content that in its judgment violates these standards.

TWC shall have the right, but not the obligation, to monitor traffic and content on its network, in its sole discretion, including through the use of automatic content filters (including without limitation spam, virus, and adult language sniffers and filters).

In the event that any TWC audit reveals that Customer’s usage of the Metro Ethernet Solutions Service exceeds Customer’s rights hereunder, Customer shall pay TWC an amount equal to one and a half times the Service Charges that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable Service Charges for such additional usage. In addition, TWC shall have the right, but not the obligation, to (i) review content in public areas of the Metro Ethernet Solutions Service, including chat rooms, bulletin boards and forums, in order to determine compliance with this Agreement and any rules now or hereafter

established by TWC; and (ii) remove (or demand the removal of) any such content that TWC determines to be unacceptable or to violate the terms of this Agreement, any bandwidth utilization limitations or other Terms of Use.





**BOARD AGENDA**

**REGULAR MEETING  
February 4, 2010**

**ACTION ITEM**

**TO:** Board of Education

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

**SUBJECT:** Approval to Use California Multiple Award Schedule (CMAS) to Procure Telecommunications Products and Services for E-Rate 13 Projects

**GOAL:** Facilities/Support Services, Budget Planning

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

**BACKGROUND:** The California Multiple Award Schedules (CMAS) offers a wide variety of commodities and information technology products and services at prices which have been assessed to be fair, reasonable and competitive. The use of these contracts is optional and is available to both California State and Local Government Agencies.

The Information Technology Department is requesting authorization to proceed with the use of the CMAS to procure technology products and services. The telecommunications services would be rendered between July 1, 2010 and June 30, 2011. These services include data communication circuits that link the District offices to the campuses, internet service, and telephone/cellular services. All products, services and agreements are contingent upon approved E-rate funding and available District funding. By using E-rate, the District receives significant discounts for such products and services that are accessed via the CMAS. The District’s estimated discount for E-Rate 13 is 86%. The remaining 14% of purchases made utilizing the E-rate discount will be paid for out of the Information Technology budget.

**BUDGET IMPLICATIONS:** None

**RECOMMENDATION:** That the Board approve the use of California Multiple Award Schedule to procure telecommunications products and services for the E-rate 13 projects.

**ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board approved the use of California Multiple Award Schedule (CMAS) to procure telecommunications products and services for E-rate 13 projects.



# BOARD AGENDA

**REGULAR MEETING**  
**February 4, 2010**

**ACTION ITEM**

**TO:** Board of Education

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

**SUBJECT:** Approval to Use Spectrum Communications to Provide Local Area Network/Wide Area Network (LAN/WAN) Electronic Maintenance Services

**GOAL:** Facilities/Support Services, Budget Planning

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

**BACKGROUND:** The Information Technology Department is requesting authorization to award Spectrum Communications the E-rate 13 Local Area Network/Wide Area Network (LAN/WAN) Electronics Maintenance Services contract.

By using E-rate, the District receives significant discounts for technology, such as the LAN/WAN maintenance services. The District's estimated discount for eligible E-Rate 13 purchases is 86%. The additional costs beyond the percentage covered under the E-rate discount will be allocated from the Information Technology budget.

The total cost of the contract is \$138,523, of which \$119,129.78 is offset by the E-rate discount. The cost of \$19,393.22 represents a decrease of approximately \$20,000 from the prior year since the District is now qualified to use the E-rate discount to reduce the annual cost of the LAN/WAN electronic maintenance.

**BUDGET**

**IMPLICATIONS:** \$19,393.22 after the E-rate discount. To be funded from the Information Technology discretionary budget.

**RECOMMENDATION:** That the Board approve the use of Spectrum Communications to provide Local Area Network/Wide Area Network (LAN/WAN) Maintenance Services.

**ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board approved the use of Spectrum Communications to provide Local Area Network/Wide Area Network LAN/WAN Electronic Maintenance Services.

