

# Colton Joint Unified School District

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



## Board of Education Regular Meeting Agenda and Public Hearing

Thursday, October 4, 2012  
at 6:00 p.m.

### **Strategic Plan – Mission Statement**

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

**1.0 OPENING**

1.1 Call to Order

- Mr. Roger Kowalski, *President*
- Mrs. Patt Haro, *Clerk*
- Mr. Randall Cenicerros
- Mr. Frank Ibarra
- Mrs. Laura Morales
- Mr. Pilar Tabera

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

1.2 Renewal of the Pledge of Allegiance.

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

**2.0 SPECIAL PRESENTATIONS**

2.1 Employee Recognition

**3.0 SCHOOL SHOWCASE**

3.1 Washington High School

**4.0 PUBLIC HEARING**

4.1 Association of Colton Educators (ACE) Sunshine Proposal for Colton Joint Unified School District

4.2 Colton Joint Unified School District Sunshine Proposal for Association of Colton Educators (ACE)

**5.0 ADMINISTRATIVE PRESENTATIONS**

**6.0 PUBLIC COMMENT**

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

The Board President clarifies the process regarding public comment and requests that the appropriate “Public Comment Card” be filled out. At the appropriate time during the Hearing Session, each speaker will be invited to the podium and should begin by stating his or her name and residing city. Board Bylaw 9323 states that “*Individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board shall limit the total time for public input on each item to 15 minutes. With Board consent, the president may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. The president may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add.*”

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

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

**7.0 ACTION SESSION**

**A. Consent Items**

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

- Page 5 A-1 Approval of Minutes for the September 20, 2012 Board Meeting
- Page 17 A-2 Approval of Student Field Trip
- Page 19 A-3 Approval of Consultant for Assembly Presentation
- Page 21 A-4 Approval for District Participation in the San Bernardino County Schools Honor Music Groups and Choral Clinics (2012-13)
- Page 23 A-5 Approval of Agreement with Catapult Learning West, LLC to Provide Instructional Services (Tutoring) to Qualifying Title I Students at St. Catherine’s of Sienna School (2012-13)
- Page 33 A-6 Approval of Carl D. Perkins Career and Technical Education Improvement Act of 2006 Funding (2012–13)
- Page 35 A-7 Approval of the New Course Descriptions for 7<sup>th</sup> and 8<sup>th</sup> Grade Language Arts Support A; B & C

## Colton Joint Unified School District

Board Meeting Agenda – September 20, 2012

- Page 105 A-8 Approval of the New Course Description for English Support D: Academic Language Development for College and Career Readiness, Grades 7-8 (Beginning October 2012)
- Page 113 A-9 Approval to File Notice of Completion: Bid #12-03CA – Asphalt Replacement Project at Colton High School (Universal Asphalt Co., Inc.)
- Page 115 A-10 Acceptance of Gifts
- Page 117 A-11 Approval to Open an Escrow Account for the Deposit of Earned Retentions for Rancho Pacific Electric, Inc. on the Interim Housing Temporary Electrical and Low Voltage at Crestmore, Grant, Lewis and Lincoln Modernization Projects

### **B. Action Items**

- Page 121 B-1 Approval of Personnel Employment and Resignations/Separations
- Page 123 B-2 Approval of Conference Attendance
- Page 125 B-3 Approval of Purchase Orders
- Page 127 B-4 Award of Bid #12-13 to Paramount Painting, Inc. and Painting and Décor LTD for the Painting Project at Bloomington and Colton High Schools
- Page 129 B-5 Approval of Amended Resolution No. 12-51 Approving the Lease-Leaseback Sublease, Site Lease Agreements and Construction Services Agreement and Other Acts Relating to the Construction of Modernization at Crestmore Elementary School
- Page 139 B-6 Approval of Amended Resolution No. 12-52 Approving the Lease-Leaseback Sublease, Site Lease Agreements and Construction Services Agreement and Other Acts Relating to the Construction of Modernization at Grant Elementary School
- Page 149 B-7 Approval of Amended Resolution No. 12-53 Approving the Lease-Leaseback Sublease, Site Lease Agreements and Construction Services Agreement and Other Acts Relating to the Construction of Modernization at Lewis Elementary School
- Page 159 B-8 Approval of Amended Resolution No. 12-54 Approving the Lease-Leaseback Sublease, Site Lease Agreements and Construction Services Agreement and Other Acts Relating to the Construction of Modernization at Lincoln Elementary School
- Page 169 B-9 Adoption of Resolution No. 13-17, *California Multiple Award Schedule (CMAS) Purchases for IT Equipment and Services*
- Page 171 B-10 Approval of Reduction in or Partial Release of Retainage for DJM Construction Co., Inc. for the Colton High School New Math and Science Building Project
- Page 177 B-11 Approval of Contract Amendment No. 4 with Superior Construction Services, Inc. for Division of the State Architect (DSA) Inspection Services for Grand Terrace High School
- Page 181 B-12 Approval of Agreement with School Planning Services, Inc. for the Preparation of the School Facilities Needs Analysis

**C. Action Item – Board Policy ~ None**

**D. Action Items – Resolution ~ None**

### **8.0 ADMINISTRATIVE REPORTS**

- Page 197 AR-8.1 Approved Disbursements
- AR-8.2 Facilities Update
- AR-8.3 ACE Representative
- AR-8.4 CSEA Representative
- AR-8.5 MAC Representative
- AR-8.6 ROP Update

### **9.0 SUPERINTENDENT'S COMMUNIQUE**

### **10.0 BOARD MEMBER COMMENTS**

### **11.0 CLOSED SESSION**

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

#### 11.1 Student Discipline, Revocation, and Re-entry

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#### 11.2 Personnel

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

#### 11.3 Conference with Legal Counsel—Anticipated Litigation ~ None ~

#### 11.4 Conference with Legal Counsel—Existing Litigation ~None~

#### 11.5 Conference with Labor Negotiator

Agency:

Ingrid Munsterman, Assistant Superintendent, Human Resources Division

Employee Organizations:

Association of Colton Educators (ACE)

California School Employees' Assoc. (CSEA)

Management Association of Colton (MAC)

#### 11.6 Conference with Real Property Negotiator ~None~

### **12.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION**

### **13.0 ADJOURNMENT**



**BOARD AGENDA**

**REGULAR MEETING  
October 4, 2012**

**CONSENT ITEM**

**TO:** Board of Education

**PRESENTED BY:** Jerry Almendarez, Superintendent

**SUBJECT:** Approval of Minutes for the September 20, 2012 Board Meeting

**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 for the September 20, 2012 Board Meeting.





## Minutes September 20, 2012

The CJUSD Board of Education meet for a Special Meeting on Thursday, September 20, 2012 at 5:00 p.m. in the Board Room at the CJUSD Student Services Center, 851 So. Mt. Vernon Avenue, Colton, California.

### Trustees Present

Mr. Roger Kowalski, *President*  
Mrs. Patt Haro, *Clerk*  
Mr. Randall Cenicerros  
Mr. Frank Ibarra  
Mrs. Laura Morales  
Mr. Pilar Tabera

### Staff Members Present (\*excused)

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

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

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

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

Board President Kowalski called the meeting to order at 5:00 p.m. Board Member Cenicerros led in the renewal of the Pledge of Allegiance.

### **2.0 SPECIAL PRESENTATIONS ~ None**

### **3.0 SCHOOL SHOWCASE ~ None**

### **4.0 PUBLIC HEARING ~ None**

### **5.0 ADMINISTRATIVE PRESENTATIONS ~ None**

### **6.0 PUBLIC COMMENT ~ None**

### **7.0 CLOSED SESSION**

At 5:00 p.m., Board President Kowalski announced that the board would recess to closed session.

- 7.1
- Public Employee: Discipline/Dismissal/Release (Gov. Code 54957)
  - Public Employee: Performance Evaluation: Title: Board

### **8.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION**

The Board meeting reconvened at 5:58 p.m. No action was taken in closed session.

### **9.0 ACTION SESSION ~ None**

### **10.0 ADMINISTRATIVE REPORTS ~ None**

### **11.0 SUPERINTENDENT'S COMMUNICATION ~ None**

### **12.0 BOARD MEMBER COMMENTS ~ None**

### **13.0 ADJOURNMENT**

At 5:59 p.m. the meeting was adjourned. The next regularly scheduled Board of Education meeting is Thursday, September 20, 2012, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

Minutes approved by Board on October 4, 2012



## Minutes September 20, 2012

The CJUSD Board of Education met for a regularly scheduled meeting on Thursday, September 20, 2012 at 6:00 p.m. in the Board Room at the CJUSD Student Services Center, 851 So. Mt. Vernon Avenue, Colton, California.

### Trustees Present

Mr. Roger Kowalski, *President*  
Mrs. Patt Haro, *Clerk*  
Mr. Randall Cenicerros  
Mr. Frank Ibarra  
Mrs. Laura Morales  
Mr. Pilar Tabera

### Staff Members Present (\*excused)

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

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

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

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

Board President Kowalski called the meeting to order at 6:00 p.m. Principal Cabrera, Bloomington High School, led in the renewal of the Pledge of Allegiance.

### **2.0 SPECIAL PRESENTATIONS**

#### **2.1 Water of Life Church**

The pastor and community liaison of Water of Life Church, Fontana, thanked the District for their partnership and support. They also highlighted the efforts of their community outreach, most recently the back-to-school fair at Ruth O. Harris Middle School.

#### **2.2 District English Language Advisory Council (DELAC) Report**

Bertha Arreguin, Director Language Support Services and Gleidy Vasquez, DELAC chairperson, presented DELAC's annual needs assessment. The report included the English learner program's goals and objectives, and highlighted the District's strengths and provided suggestions for program improvement.

The District will develop an action plan in response to the needs assessment.

### **3.0 SCHOOL SHOWCASE**

Tyler Shaw, Slover Mountain High School, presented their school report. After announcing the new staff at Slover, Mr. Shaw shared ASB's goals to promote school spirit by hosting class competitions, intramural sports, and a student store, and to promote higher education through field trips to local universities and college day.

Board President Kowalski opened the public hearing at 6:51 pm. After Mr. Lemoine's announcement the hearing was closed at 6:53 pm.

### **4.0 PUBLIC HEARING**

4.1 *Association of Colton Educators (ACE) Sunshine Proposal for Colton Joint Unified School District*



ACE President Robert Lemoine announced the sunshine articles and appendices.

**Article 7: Wages and Health and Welfare Benefits**

7.1, 7.2, 7.3, 7.5, 7.6

The Association is interested in maintaining a competitive salary and benefits. We are interested in having the District maintain the current health insurance plans for all members. We also intend to negotiate 12 month pay for all members.

**Article 8: Hours of Employment**

8.1, 8.2, 8.7, 8.8, 8.17

The Association is interested in increasing the duty-free lunch break. We are also interested in maintaining the current level of staff meetings and clarifying the definition of said meetings. We are interested in increasing the amount of recess time at the elementary level. We are also interested in maintaining the current level of meeting time during preparation days prior to the beginning of the student year.

**Article 13: Leave Policies**

13.2, 13.3

The Association is interested in maintaining or increasing the number of sick leave days. We are also interested in more flexibility in the use of accrued sick leave.

**Appendices I-VI**

The Association is interested in maintaining a competitive salary schedule, coaching/activity pay, and ratio schedule.

**5.0 ADMINISTRATIVE PRESENTATIONS**

**5.1 Saturday School Update**

Director Todd Beal, Administrative Services, presented information on the Saturday Tutoring Attendance Recovery (STAR) Program. The STAR program began in August 2010 with all secondary sites and six elementary sites. In February 2011, the program was rolled out at all sites, with the exception of Slover Mountain High School (not eligible). Over the 2011-12 school year the District recovered \$673,339 ADA. Currently, Colton High School is the only school in the state to offer recovery class on Sunday.

**6.0 PUBLIC COMMENT**

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

The following expressed their support for naming Colton High School's math and science building after Dr. Tom Rivera:

- *Felix Zuniga*, Hispanic Alumni Board, CSUSB
- *Frank Reyes*, community member
- *Martha Diaz-Zuniga*, PRAXIS team member
  
- *Summer Zamora-Jorin*, community member and daughter of the late David R. Zamora, spoke in support of naming the building after Mr. Zamora

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

- *Dr. Luis Gonzales*, community member, announced that the local museum was searching for a 2004 copy of a Colton High School yearbook
- *Juan Carlos Luna*, Horace Mann Insurance, presented McKinley Elementary School teacher, Veronica Gonzalez, with the Horace Mann-Abraham Lincoln Fellowship Award
- *Stephen Wall*, representative, Congressman Joe Baca, also recognized Mrs. Gonzalez on her award
- *Veronica Gonzalez*, McKinley Elementary School, thanked Horace Mann Insurance for the recognition
- *Robert Harper*, historical re-enactor, presented a brief rumination with Frederick Douglas and announced his availability to present at school sites
- *Raymond Jaramillo*, THMS, student, shared information on diabetes and the Diabetic Hero character he created
- *Irma Garcia*, CJUSD parent, thanked District staff for their continued support of parents and students and commented on the need for a bilingual speech therapist at Joe Baca Middle School
- *Pam Lemos*, CJUSD parent, commented on Grand Terrace High School's volleyball booster club and coaching staff

**7.0 ACTION SESSION**

**A. #567 Consent Items**

On motion of Board Member Cenicerros and Board Member Ibarra and carried on a 6-0 vote, the Board approved Consent Items A-1 through A-8, as presented.

- #567.1 A-1 Approved Minutes for the September 6, 2012 Board Meeting
- #567.2 A-2 Approved Five Year Contract with BoardDocs
- #567.3 A-3 Approved Consultant for Assembly Presentation (**EXHIBIT A**)

- #567.4 A-4 Approved Amendment to Agreement and Resolution of 2012-13 Funds for General Child Care and Development Programs (CSPP-2414)
- #567.5 A-5 Approved Two-Year Renewal for Computer Program License Agreement with Skills Tutor to Provide Supplemental Instruction and Tutoring Services for Elementary and Middle School Students (2012-2014)
- #567.6 A-6 Approved the Application for the Administrator Training Program Grant Award (2012-13)
- #567.7 A-7 Accepted Gifts (**EXHIBIT B**)
- #567.8 A-8 Approved Parent and/or Booster Clubs and Organizations (2012-13)
- B. #568** On motion of Board Member Morales and Board Member Tabera and carried on a 6-0 vote, the Board approved Action Items B-2 through B-7 as presented. Action Items B-1 and B-8 were considered separately.
- #568.1 B-2 Approved Conference Attendance (**EXHIBIT C**)
- #568.2 B-3 Approved Additional Services Authorization No. 2 with Steinberg Architects for Design and Construction of the New Cafeteria and Multipurpose Building at Colton High School
- #568.3 B-4 Approved to File a Notice of Completion for Nibbelink Masonry Construction Corporation, Bid #08-14, Category 3, for the Grand Terrace High School Construction Project
- #568.4 B-5 Approved Architectural and Engineering Services Agreement with Garcia and Associates for the Campus Curb Appeal Concept Design at Bloomington High School
- #568.5 B-6 Approved Architectural and Engineering Services Agreement with Higginson & Cartozian Architects, Inc. for the Campus Curb Appeal Concept Design at Colton High School
- #568.6 B-7 Approved to File a Notice of Completion for Laird Construction Company, Bid #12-09, for the Terrace View Elementary School Parking Lot and Bus Drop Off Project
- #569** On motion of Board Member Haro and Board Member Cenicerros and carried on a 5-1 (Board Member Tabera opposed) vote, the Board approved Action Item B-1 as presented.
- #569.1 B-1 Approved Personnel Employment and Resignations/Separations (**EXHIBIT D**)
- #570** On motion of Board Member Haro and Board Member Morales and carried on a 5-1 vote, the Board named the Colton High School's math and science building in honor of David R. Zamora."
- #570.1 B-8 Selected a Name for the New Math and Science Buildings at Colton High School  
David R. Zamora Math and Science Building

**C. Action Items – Board Policy**

**D. Action Items – Resolution**

- #571** On motion of Board Member Haro and Board Member Ibarra and carried on a 6-0 vote, the Board approved Action Item D-1 and D-2, as presented.
- #571.1 D-1 Adopted Resolution No. 13-15, *Urging Congress to Reauthorize ESEA Now*
- #571.2 D-2 Adopted Resolution No. 13-16, *Urging Congress to Rescind Across-the-Board Cuts to Education (Sequestration)*

**8.0 ADMINISTRATIVE REPORTS**

**AR-8.1 Approved Disbursements**

**AR-8.2 Approved Change Orders for the Terrace View Elementary School Parking Lot and Bus Drop of Project per Board Resolution 13-02**

**AR-8.3 Facilities Update (EXHIBIT E)**

Facilities Director Taylor presented information on the status of several small projects throughout the District and provided an update on modernization projects at Crestmore, Grant, Lincoln and Lewis elementary schools.

**AR-8.4 ACE Update**

President Robert Lemoine thanked the Board for their service and for running an efficient meeting. He commented on the service and support provided by the Water of Life Church and announced ACE's book drive which concludes on September 27<sup>th</sup>. Mr. Lemoine acknowledged Bloomington High School's German club as one of only four schools in the nation to host visiting members of the German government.

**AR-8.5 CSEA Update**

President Paul Rasso announced his completion of CSEA's Chapter President Leadership Training as well as the candidates CSEA membership is supporting in the November election.

**AR-8.6 MAC Update**

Representative Katie Orloff announced the 2011 Big MAC award recipient. Director Diana Herington, Nutrition Services, was recognized for her unflinching support of MAC fundraisers and her longtime membership and support of the APPLE Scholarship Foundation, the Employee Recognition Committee and MAC. Ms. Herington is a person with boundless talent, drive, compassion and high regard for the success of all students, as well as her co-workers.

**AR 8-7 ROP Update**

Board Member Ibarra provided information on ROP's accreditation and reviewed highlights from the Summer Extreme Program which serves middle school students. He also commented on the evaluation process for the ROP superintendent.

**9.0 SUPERINTENDENT'S COMMUNICATION**

Superintendent Almendarez shared information from the latest 21st Century Consortium meeting which was well attended by teachers, parents and administrators. He spoke of the Balance Leadership principal and administrator training. Mr. Almendarez commented on the on-going meetings between District and ACE leadership and Districts plans to build a purposeful community by developing strong and supportive relationships. Mr. Almendarez also announced that library resources are now available on the District website.

**10.0 BOARD MEMBER COMMENTS**

**Board Member Morales** acknowledged the student who created the Diabetes Hero character, announced that her son joined the United States Navy and bid good luck to the District's varsity football teams.

**Board Member Haro** congratulated the German club at Bloomington High School for successfully hosting members of the German government on their recent visit. She also commented on Bloomington High School athletic fundraisers.

**Board Member Tabera** recognized the nominees for the naming of the Colton High School's math and science building and congratulated the family of Mr. Zamora.

**Board Member Ibarra** also acknowledged Bloomington High School's German club and thanked CSEA for their endorsement.

**Board Member Cenicerros** commented on the three nominees for the naming of Colton High School's math and science building. The three nominees were Mrs. Pamela Pike, former CJUSD teacher and assistant principal, Dr. Tom Rivera, former school board member and founder of the Inland Empire Future Leaders Program and Mr. David R. Zamora, former school board member and mayor of Colton. Mr. Cenicerros also commented on Bloomington High School's NJROTC program.

**Board Member Kowalski** expressed his appreciation for staff who continue to do more with less.

**11.0 CLOSED SESSION**

At 8:18 p.m., Board President Kowalski announced that the board would recess to closed session.

- 11.1 • Student Discipline, Revocation and Re-entry
- 11.2 • Public Employee: Discipline/Dismissal/Release (Gov. Code 54957)
- 11.3 • Conference with Legal Counsel—Anticipated Litigation
- 11.4 • Conference with Legal Counsel—Existing Litigation
- 11.5 • Conference with Labor Negotiator
- 11.6 • Conference with Real Property Negotiator

**8.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION**

The Board meeting reconvened at 8:41 p.m.

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

#572

On motion of Board Member Cenicerros and Board Member Morales and carried on a 6-0 vote, the Board found the student # 142441 in violation of the California Education Codes as charged and agreed with the hearing panel's recommendation for expulsion based on the following:

- Due to the nature and severity of the students' actions, other means of correction are not feasible.
- The student's presence at the school would endanger person or property and/or the student's presence at the school would threaten to obstruct the educational environment.

8.2 **Personnel ~ No Report**

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

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

8.5 **Conference with Labor Negotiator**

#573

In closed session, on a motion of Board Member Tabera and Board Member Haro, the Board took action to ratify a grievance settlement agreement concerning the Slover Mountain High School activities director.

**13.0 ADJOURNMENT**

At 8:43 p.m. the meeting was adjourned. The next regularly scheduled Board of Education meeting is Thursday, October 4, 2012, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

**EXHIBIT A: ASSEMBLIES**

Site	Date	Time	Program/Purpose	Location	Consultant(s)	Cost	Fund	Strategic Plan*
Wilson	9/25/12	7pm to 8 pm	<i>San Bernardino Valley Amateur Astronomers</i> Third grade students will learn the way in which the moon changes during the lunar cycle.	Wilson	San Bernardino Valley College San Bernardino, CA	\$150.00	ASB	Strategy #1
Wilson	9/25/12	7pm to 8 pm	<i>San Bernardino Valley Amateur Astronomers</i> Third grade students will learn the way in which the moon changes during the lunar cycle.	Wilson	San Bernardino Valley College San Bernardino, CA	\$150.00	ASB	Strategy #1

**EXHIBIT B: Gifts**

Site	Donor	Donation/Purpose	Amount
RHMS	Edison International Employee Contributions Campaign	Check # 157340	\$1125.00
Crestmore Elementary	Target, Take Charge of Education	Check #2409921	\$148.40
Grand Terrace Elementary	Target, Take Charge of Education	Check #2412809	\$106.07
Grand Terrace Elementary	IE Rollersports	Check #4845	\$23.00
THMS	Target, Take Charge of Education	Check # 2423619	\$76.15
RHMS	Coca-Cola Refreshments	Check #06278163	\$95.97
Reche Canyon Elementary	Target, Take Charge of Education	Check #2420725	\$139.60
Washington High School	Bethune Center	Check #4340	\$100.00
Washington High School	U.S. Army	Money Order	\$100.00
Lincoln Elementary	Target, Take Charge of Education	Check # 2406105	\$258.52
Terrace View Elementary	Target, Take Charge of Education	Check # 2406073	\$598.81

**EXHIBIT C: Conferences**

Attendees:	Site/Position	Conference/Dates/Location	Funds
Randall Cenicerros	D.O./Board, Board Member	<i>CLSBA Unity Conference</i> October 4-7, 2012, San Diego, CA	General Fund: \$1,463.09
Amanda Corridan Veronica Elder	Principal, CHS Teacher, CHS	Grantee School Climate Symposium November 14-16, 2012, Garden Grove, CA	General Fund: \$563.52

**EXHIBIT D: Personnel****I-A Certificated – Regular Staff**

- |                      |                             |       |
|----------------------|-----------------------------|-------|
| 1. Abbott, John      | Math Teacher                | GTHS  |
| 2. Aguilar, Cynthia  | Math Teacher (Temporary)    | GTHS  |
| 3. Boswell, Michelle | 50% Middle School Counselor | ROHMS |

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

- |                       |                       |     |
|-----------------------|-----------------------|-----|
| 1. Flores, Manuel     | HD Varsity Soccer     | CHS |
| 2. Padilla, Steven J. | Football Assistant JV | BHS |

**I-C Certificated – Hourly – None****I-D Certificated Substitutes**

- |                              |                      |                                |
|------------------------------|----------------------|--------------------------------|
| 1. Bold, Christina (rehired) | 6. Gomez, Anthony    | 11. Ordaz, Felice              |
| 2. Burns, Jacqueline         | 7. Gonzalez, Cynthia | 12. Ornelas, Peter (retiree)   |
| 3. Caballero, Norma          | 8. Huerta, Leticia   | 13. Ramirez, Stacey            |
| 4. Correria, Dominic         | 9. Kinder, Holland   | 14. Rist, Ashley               |
| 5. DeLaPaz, Christopher      | 10. Omodan, Sunday   | 15. Romano, Angelina (rehired) |

**I-E Certificated Management – None****II-A Classified – Regular Staff**

- |                     |                      |                |
|---------------------|----------------------|----------------|
| 1. Heller, Jaime L. | Library/Media Tech I | Sycamore Hills |
|---------------------|----------------------|----------------|

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

- |                       |                                 |      |
|-----------------------|---------------------------------|------|
| 1. Herrera, Ismael M. | Football Assistant JV (walk-on) | GTHS |
|-----------------------|---------------------------------|------|

<b>II-C Classified – Hourly</b>					
1. Bushdiecker, Jacob C.	AVID Tutor	GTHS	3. Garcia, Ivan	AVID Tutor	BHS
2. Contreras, Cristian	AVID Tutor	GTHS	4. Rodriguez, Monica	AVID Tutor	THMS
<b>II-D Classified – Substitute</b>					
1. Frogge, Jeniffer		Sub Noon Aide			Smith
<b>EXHIBIT G: Personnel</b>					
<i>Resignations:</i>					
<b>I Certified</b>					
1. Martinez, Theresa	Elementary Teacher	Zimmerman			09/04/2012
2. Monterroso, Nicolas	Elementary Teacher	Crestmore	11/30/1998		08/31/2012
<b>II Classified</b>					
1. Rodriguez, Martha	Nutrition Svcs. Wrkr. I	Smith	09/07/1990		12/16/2012

Minutes approved by Board on October 4, 2012

\_\_\_\_\_  
Patricia Haro, Board Clerk

\_\_\_\_\_  
Jerry Almendarez, Superintendent

DRAFT

# FACILITIES UPDATE



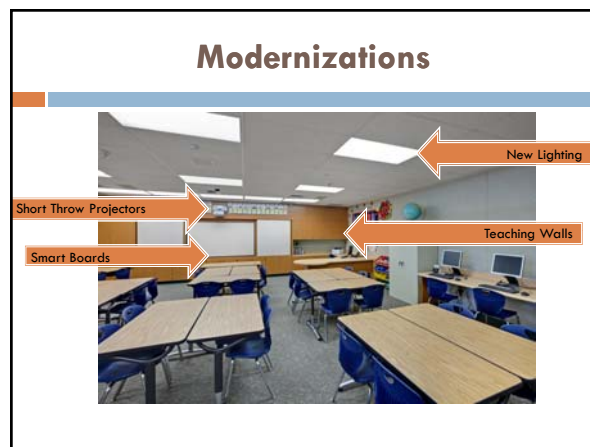
September 20, 2012

## Board Priorities

Board Priority List (Approved July 7, 2012)			
Project	Est. Cost	Timeframe	Recommendation
*CHS locker room, restroom, weight room	\$6,160,000*	2 years +/-	RFQ Developed and Reviewed – Mailing list developed
*BHS stadium	\$7,840,000*	2 years +/-	RFQ Developed and Reviewed – Mailing list developed
*CMS multi purpose room	\$840,000	2 years +/-	RFQ for Architectural Services - further scoping needed
*BHS/ CHS fresh coat of exterior paint	\$400,000	Summer 2012	Job Walk (9/18) – Bid Opening (9/25) – BOE (10/4)
*CHS pavement	\$45,000	Summer 2012	COMPLETED August
*BHS pavement	\$45,000	Summer 2012	COMPLETED August
*CHS improve curb appeal	\$150,000	Q1 of 2013	9/20 BOE Approval of Agreement with Higginson & Cantozan for design; design presentation in mid October
*BHS improve curb appeal	\$150,000	Q1 of 2013	9/20 BOE Approval of Agreement with Garcia & Associates for design; design presentation in mid October
*CMS athletic fields: (RDA funds)	\$840,000	1 year +/-	RFQ Developed and Reviewed – Mailing list developed
*CHS athletic fields (RDA funds)	\$1,050,000	1 year +/-	RFQ Developed and Reviewed – Mailing list developed
*BHS baseball fields	\$490,000	1 year +/-	RFQ Developed and Reviewed – Mailing list developed
*Athletic fields in Grand Terrace (RDA funds)	\$840,000	1 year +/-	RFQ Developed and Reviewed – Mailing list developed

\* Rough Estimate of Total Project Cost – Board Priority Approval for Design Only

- ## Small Projects Status
- Shade structures installed at D’Arcy, Cooley Ranch, Jurupa Vista, Reche Canyon and San Salvador and minor site improvements at Ruth O Harris.
  - Plans for interim housing for the Zimmerman fire alarm and HVAC project were DSA approved on 9/13/12.




## Crestmore Elementary

**PROJECT SCOPE**

Modernization of:

- 15 Classrooms
- 2 Kindergartens
- Multipurpose Room
- Lunch shelter
- New administration building
- Parking lot
- Fire alarm
- HVAC
- Technology upgrades




## Grant Elementary

**PROJECT SCOPE**

Modernization of:

- 17 Classrooms
- 2 Kindergartens
- Multipurpose Room
- Lunch shelter
- Administration building
- Fire alarm
- HVAC
- Technology upgrades



### Lewis Elementary School

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**PROJECT SCOPE**

Modernization of:

- ❑ 14 Classrooms
- ❑ 1 Kindergarten
- ❑ Multipurpose Room
- ❑ Fire alarm
- ❑ HVAC
- ❑ Technology upgrades

MARY B. LEWIS ELEMENTARY SCHOOL

### Lincoln Elementary School

---

**PROJECT SCOPE**

Modernization of:

- ❑ 14 Classrooms
- ❑ 1 Kindergarten
- ❑ Multipurpose Room
- ❑ Fire alarm
- ❑ HVAC
- ❑ Technology upgrades

ABRAHAM LINCOLN ELEMENTARY SCHOOL

### Questions?

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**BOARD AGENDA**

**REGULAR MEETING  
October 4, 2012**

**CONSENT ITEM**

**TO:** Board of Education

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

**SUBJECT:** Approval of Student Field Trips

**GOAL:** Improved Student Performance

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

**BACKGROUND:** See attached grid.

**BUDGET  
IMPLICATIONS:** Impact to the General Fund: \$38,520

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

**FIELD TRIPS: Regular Meeting October 4, 2012**

<u>Site</u>	<u>Date</u>	<u>Depart</u>	<u>Return</u>	<u>Destination</u>	<u>Activity/Background</u>	<u>Grade</u>	<u>Teacher</u>	<u>Cost</u>	<u>Funding</u>	<u>Strategic Plan*</u>
CHS	11/10/12 to 11/11/12 (S/S)	8:30 am	4:30 pm	Camp Whittle, Big Bear Fawnskin, CA (District transportation)	<i>ASB Renaissance Leadership Retreat</i> Leadership students will participate in team building activities and planning for the school year.	9-12	Gloria Ramirez Peter Goldkorn (45) +1 chaperone	\$3,860	ASB	Strategy #1
Terrace View	4/2/13 to 4/5/13 (T/W/Th/ F)	9 am	12 noon	Pinecrest Conference Center Lake Arrowhead, CA (District transportation)	<i>Arrowhead Ranch Outdoor Science Camp</i> Students will participate in a hands-on life science education program.	6	Holli Herrera Kelly Gordon Tom Fletcher Rebecca Hastings (100) + camp chaperones	\$25,300	ASB	Strategy #1
Terrace View	5/16/13 to 5/17/13 (Th/F)	3:30 pm	3 pm	Riley's Farm Oak Glen, CA (District transportation)	<i>Revolutionary War Overnight</i> Students will experience a living history exploration of the American Revolutionary War.	5	Valeria Green Dawn Plumb Dawn McClelland (73) + 5 chaperones	\$9,360	ASB	Strategy #1

Revised 10/01/2012  
See "funding" on the following page.

## BOARD AGENDA

REGULAR MEETING  
October 4, 2012

CONSENT ITEM

**TO:** Board of Education

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

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

**GOAL:** Improved Student Performance

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

**BACKGROUND:** See attached grid.

**BUDGET  
IMPLICATIONS:** Impact to the general fund: \$800

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

**ASSEMBLIES/PROGRAMS: Regular Meeting October 4, 2012**

Site	Date	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
Rogers	10/31/12	8 am 9 am	<i>An Evening with Edgar Allen Poe</i> Students in grades 5 & 6 will be exposed to writing and oral communication through visual and performing arts.	Rogers	JTL Productions Travis Rhett Wilson Chino, CA	\$800	Title III Tier III	Strategy #1

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

**BOARD AGENDA**

**REGULAR MEETING  
October 4, 2012**

**CONSENT ITEM**

**TO:** Board of Education

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

**SUBJECT:** Approval for District Participation in the San Bernardino County Schools Honor Music Groups and Choral Clinics (2012-13)

**GOAL:** Improved Student Performance

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

**BACKGROUND:** Each year the San Bernardino County Superintendent of Schools Office coordinates Music Clinics and Festivals for schools in the county. Staff is recommending the District’s continued participation in these music activities.

**BUDGET IMPLICATIONS:** General Fund Expenditure: \$675

**RECOMMENDATION:** That the Board approve the District’s participation in the San Bernardino County Schools Honor Music Groups and Choral Clinics (2012-13).



**BOARD AGENDA**

**REGULAR MEETING  
October 4, 2012**

**CONSENT ITEM**

- TO:** Board of Education
- PRESENTED BY:** Mike Snellings, Assistant Superintendent, Educational Services Division
- SUBJECT:** Approval of Agreement with Catapult Learning West, LLC to Provide Instructional Services (Tutoring) to Qualifying Title I Students at St. Catherine’s of Sienna School (2012-13)
- GOAL:** Improved Student Performance
- STRATEGIC PLAN:** Strategy #1 – Communication  
Strategy #2 – Curriculum
- BACKGROUND:** The Elementary and Secondary Education Act (ESEA) requires that local educational agencies (LEAs) provide “equitable services” to eligible private school students to address their needs, and are equitable in comparison to the Title I services provided to public school students.
- Ten students attending St. Catherine’s of Sienna meet the following qualifications:
- Reside in a Title I-participating public school attendance area of the Colton Joint Unified School District
  - Identified as failing or at risk of failing to meet state standards, or other standards relevant to private school students
- Catapult Learning West, LLC has provided tutoring services to the at-risk students at St. Catherine’s of Sienna school. The private school is requesting tutoring services for the 10 qualifying students.
- BUDGET IMPLICATIONS:** Title I Expenditure: \$3,115
- RECOMMENDATION:** That the Board approve the agreement with Catapult Learning West, LLC to provide instructional services (tutoring) to qualifying Title I students at St. Catherine’s of Sienna School 2012-13.

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the “**Agreement**”) is made and entered into as of the **24th** day of **September 2012** (the “**Effective Date**”), by and between **COLTON JOINT UNIFIED SCHOOL DISTRICT** (hereinafter referred to as the “**District**”) and **CATAPULT LEARNING WEST, LLC**, (hereinafter referred to as “**Catapult**”).

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

### 1. TERM

- 1.1 The term of this Agreement (the “**Term**”) shall be for a term commencing on the “**Effective Date**” and terminating on February 28, 2013 unless earlier terminated in accordance with Section 6 hereof.

### 2. DESCRIPTION OF PROFESSIONAL SERVICES

- 2.1 Upon the terms and conditions set forth herein, Catapult shall provide instructional services in reading (hereinafter referred to as the “**Program**”) at **St. Catherine of Siena**. Services shall be provided during the term of this Agreement, by qualified staff utilizing Catapult’s proprietary programs, systems, teaching techniques, diagnostic tests, diagnostic and academic courses and materials. The amount of service to be provided at the School is listed in Attachment A: Service Allocation.
- 2.2 Program Teachers who provide services in the Catapult Program (hereinafter referred to as “**Program Teachers**”) shall at all times remain Catapult employees, subject to Catapult’s ultimate control and authority, including on issues of personnel conduct, discipline and termination.
- 2.3 The School District understands that Catapult has a substantial interest and role in overseeing and maintaining the quality of the Catapult Program. In that regard, the School District will consult with Catapult and reasonably consider Catapult’s input and recommendations on the selection of students for participation in the Program. The District will adhere to all responsibilities set forth herein in order to assist Catapult in ensuring the quality of instructional services delivered, which is material to the satisfactory performance of the contract.
- 2.4 End of Year Report: An *End of Program Report* will provide a cumulative summary of the students served, the overall gains of students, and the parent and school staff interactions throughout the school year. Catapult shall deliver this report to the District contact and School Principals within one hundred twenty (120) days after the end of the school year.
- 2.5 During the Term of this Agreement and for a period of twelve (12) months thereafter (the “**Non-solicitation Period**”), the School District agrees not to, either directly or indirectly through a third party, hire, attempt to hire, nor solicit for employment any Catapult Learning employee, unless such solicitation is agreed upon in advance and in writing by Catapult Learning. In the event the School District solicits a Catapult Learning employee for hire pursuant to written permission from Catapult Learning during the Term of this Agreement and for twelve (12) months, thereafter, and the Catapult Learning employee accepts a



position with the School District, the School District agrees to pay Catapult Learning a commission of thirty percent (30%) of the employee's base salary at the time the employee accepts employment (the "Commission"). The Commission is non-refundable even if the employee does not remain employed with the School District for any length of time and no matter the reason why the employee separates from School District's employment.

### **3. FEES AND PAYMENT**

- 3.1 In consideration of the services, materials and equipment provided by Catapult as described herein, the School District shall pay Catapult a Three Thousand One Hundred Fifteen and 00/100 (**\$3,115.00**) fee (the "Fee").
- 3.2 The Fee shall be paid by the School District in two (2) equal installments of One Thousand Five Hundred Fifty Seven and 50/100 (**\$1,557.50**). The first installment shall be due and payable by the School District thirty (30) days after the commencement of services for the school year. The second and final installment shall be due and payable by the School District no later than February 28, 2013.
- 3.3 Catapult may assess late payment charges equal to one and one-half percent (1.5%) per month or portion thereof that any amount payable by the School District hereunder remains outstanding after payment thereof is due.

### **4. CONFIDENTIAL AND PROPRIETARY INFORMATION**

- 4.1 The School District and Schools acknowledges that Catapult's programs, courses and diagnostic tests are proprietary in nature and the confidential and exclusive property of Catapult and that the School District/Schools have no right, by virtue of this Agreement or otherwise, to have access to or to disclose said property, except as may be required for monitoring purposes, in which case, prior written approval of disclosure must be obtained from an officer of Catapult.
- 4.2 In the event that any proprietary or confidential information is disclosed, intentionally or otherwise to the School District/Schools, its employees, agents or assigns, the School District/Schools agrees to hold same in strictest confidence and not to disclose same to any other person for any reasons nor utilize same within the School District without prior written approval by Catapult.
- 4.3 The School District/Schools further agree to use all efforts at its disposal to assure that its employees, agents or assigns are aware of the confidential and proprietary nature of the subject matter, and do not disclose same to any other person for any reasons nor utilize same without prior written approval by Catapult. The School District/Schools acknowledges that unauthorized disclosure of Catapult's proprietary and confidential information may cause Catapult irreparable harm and may entitle Catapult to injunctive relief in a court of competent jurisdiction.

### **5. STUDENT RECORDS**

- 5.1 Student Records "Catapult Student Records" for the purpose of this Agreement, shall constitute if applicable, all Catapult tests, attendance records and student diagnostic summaries. Catapult shall maintain the confidentiality of all students' records in compliance with applicable federal and state laws. Catapult will hold student records for a period of three (3) years or until the Program ends,

whichever is longer.

## **6. BREACH AND TERMINATION**

- 6.1 This Agreement may be terminated by either party if the other party is in breach of any material provision of this Agreement, but only after written notice of default and an opportunity to cure has been given to the breaching party. The notice of default must give the breaching party an opportunity to cure of at least sixty (60) days in the case of a non-monetary default and at least ten (10) days in the case of a monetary default. If the breaching party has not cured the breach before the cure date stated in the notice of default, the party giving notice may terminate this Agreement by giving the breaching party written notice of termination stating the date on which the termination is to be effective. Notwithstanding the delivery of a notice of default or notice of termination under this Section, the parties shall continue to observe and perform their respective obligations under this Agreement until the effective date of termination.
- 6.2 In the event either party elects to terminate this Agreement pursuant to Section 6.1, Catapult shall be entitled to an equitable adjustment hereunder. Said equitable adjustment shall include all fees for services rendered up to the date of termination and costs reasonably incurred by Catapult in connection with such termination. If adequate notice is not provided in accordance with Section 6.1, Catapult shall also be entitled to payment of any fees that would have been earned during the balance of the notice period.

## **7. INDEMNIFICATION**

- 7.1 The School District shall defend, indemnify and hold harmless Catapult against and from all direct costs, expenses, damages, injury or loss (specifically excluding any incidental, consequential, special or punitive damages) to which Catapult may be subject by reason of any wrongdoing, misconduct, want of care, skill, negligence, or default by the School District, its agents, employees, or assigns, in the execution or performance of this Agreement.
- 7.2 Catapult shall defend, indemnify and hold harmless the School District against and from all direct costs, expenses, damages, injury or loss (specifically excluding any incidental, consequential, special or punitive damages) to which the School District may be subjected by reason of any wrongdoing, misconduct, want of care, skill, negligence, or default by Catapult, its agents, employees, or assigns, in the execution or performance of this Agreement.
- 7.3 If a claim for indemnification (a "Claim") is to be made by a party entitled to indemnification hereunder against the indemnifying party, the party claiming such indemnification shall give written notice (a "Claim Notice") to the indemnifying party as soon as practicable after the party entitled to indemnification becomes aware of any fact, condition or event which may give rise to damages for which indemnification may be sought under this Section. Such Claim Notice shall specify the nature and amount of the Claim asserted, if actually known to the party entitled to indemnification hereunder. If any lawsuit or enforcement action is filed against any party entitled to the benefit of indemnity hereunder, written notice thereof shall be given to the indemnifying party as promptly as practicable [and in any event within fifteen (15) days after the service of the citation or summons]. Subject to the limitations of this Section, the failure of any indemnified party to give timely notice hereunder shall not affect rights to indemnification hereunder, except to the extent that the

indemnifying party demonstrates actual damage caused by such failure. After such notice, if the indemnifying party shall acknowledge in writing to the indemnified party that the indemnifying party shall be obligated under the terms of its indemnity hereunder in connection with such lawsuit or action, then the indemnifying party shall be entitled, if it so elects at its own cost and expense, (A) to take control of the defense and investigation of such lawsuit or action, (B) to employ and engage attorneys of its own choice, who shall be reasonably satisfactory to the indemnified party, to handle and defend the same unless the named parties to such action or proceeding include both the indemnifying party and the indemnified party and the indemnified party has been advised in writing by counsel that there may be one or more legal defenses available to such indemnified party that are different from or additional to those available to the indemnifying party, in which event the indemnified party shall be entitled, at the indemnifying party's cost and expense, to separate counsel of its own choosing, and (C) to compromise or settle such claim, which compromise or settlement shall be made only with the written consent of the indemnified party, such consent not to be unreasonably withheld or delayed; provided, however, that any such compromise or settlement shall give each indemnified party a full, complete and unconditional release of any and all liability by all relevant parties relating thereto. If the indemnifying party fails to assume the defense of such claim within thirty (30) calendar days after receipt of the Claim Notice, the indemnified party against which such claim has been asserted shall (upon delivering notice to such effect to the indemnifying party) have the right to undertake, at the indemnifying party's cost and expense, the defense, compromise or settlement of such claim on behalf of and for the account and risk of the indemnifying party; provided, however, that such Claim shall not be compromised or settled without the written consent of the indemnifying party, which consent shall not be unreasonably withheld or delayed. In the event the indemnified party assumes the defense of the claim, the indemnified party will keep the indemnifying party reasonably informed of the progress of any such defense, compromise or settlement. The indemnifying party shall be liable for any settlement of any action effected pursuant to and in accordance with and subject to the limitations of this Section and for any final judgment (subject to any right of appeal).

In the event that any action, suit, proceeding or investigation relating hereto or to the transactions contemplated by this Agreement is commenced, the parties hereto agree to immediately notify each other in writing of the pending action, suit, proceeding or investigation, and to cooperate to the extent possible to defend against and respond thereto and make available to each other such personnel, witnesses, books, records, documents or other information within its control that are reasonably necessary or appropriate for such defense.

## **8. INSURANCE**

- 8.1 Catapult maintains and keeps in force such insurance as Compensation, Liability, and Property Damage, as will protect it from claims under Workman's Compensation Acts and also such insurance as will protect it and the School District from any other claims for damages for personal injury, including death, and claims for damages to any property of the School District or of the public, which may arise from operations under this Agreement, whether such operations be by Catapult or by any subcontractor or anyone directly or indirectly employed by any of them.
- 8.2 Catapult shall maintain and keep in force liability insurance which shall under no

circumstances be less than One Million Dollars (\$1,000,000.00) for injuries sustained by any one person and Two Million Dollars (\$2,000,000.00) for injuries sustained by two or more persons in any one accident. The amount of property damage insurance shall not be less than One Million Dollars (\$1,000,000.00).

- 8.3 The School District will maintain and keep in force such insurance as Compensation, Liability, and Property Damage, as will protect it from claims under Workman's Compensation Acts and also such insurance as will protect it and Catapult from any other claims for damages for personal injury, including death, and claims for damages to any property of Catapult, which may arise from operations under this Agreement, whether such operations be by the School District or by any subcontractor or anyone directly or indirectly employed by any of them.
- 8.4 Upon request, both parties shall exchange proofs of the insurances as necessitated in Sections 8.1, 8.2 and 8.3.

## 9. STATUS CHANGE

- 9.1 Catapult shall inform the School District of any and all circumstances which may impede the progress of the work or inhibit the performance of this Agreement including, but not limited to, bankruptcy, dissolution or liquidation, merger, sale of business, assignment, etc.
- 9.2 In addition, the School District shall inform Catapult of any and all circumstances which may directly or indirectly affect the performance of this Agreement, including, but not limited to, change in School District or school administration, decrease in original funding source, etc.
- 9.3 In the case of a change in School District or school administration, specifically a change in school principal, the School District shall schedule a meeting with Catapult Management and the new Principal within sixty (60) days of the start of his tenure.

## 10. NOTICES

- 10.1 All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given to the party to whom intended if (i) delivered (with an acknowledgment) by hand, (ii) sent by facsimile machine or (iii) sent by certified or registered mail postage pre-paid, return receipt requested. Any notice so delivered or sent shall be deemed to have been duly given on the date of receipt.
- 10.2 Until changed by notice in the manner specified above, the addresses and telephone numbers of the parties to this Agreement for purposes of this Paragraph shall be:

**FOR THE SCHOOL DISTRICT:**

Celia Gonzales  
Title:  
Colton Joint Unified School District  
1212 Valencia Drive  
Colton, CA 92324  
Telephone: (909) 580-5000

**FOR CATAPULT LEARNING:**

Contracts Department  
  
Catapult Learning West, LLC  
Two Aquarium Drive  
Camden, NJ 08103  
Telephone: (856) 831-7909

## 11. MISCELLANEOUS

- 11.1 Force Majeure. Neither party will be liable to the other party hereunder or in default under this Agreement for failures of performance resulting from acts or events beyond the reasonable control of such party, including, by way of example and not limitation, acts of God, civil disturbances, war, and strikes.
- 11.2 No Agency. Nothing in this Agreement shall be deemed to create or give rise to a partnership or joint venture between the parties. Neither party shall have the authority to, or shall attempt to, bind or commit the other party for any purpose except as expressly provided herein.
- 11.3 Applicable Law. In providing all services under this Agreement, Catapult shall abide by all applicable federal, state and local statutes, ordinances, rules, regulations, and standards, as well as the standards and requirements imposed upon the School District by federal and/or state agencies providing funding to the School District for the purchase of Catapult services.
- 11.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 11.5 Non-discrimination. Catapult is an equal opportunity employer. It conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected category.
- 11.6 No Waiver. No failure on the part of either party to exercise, no delay in exercising, and no course of dealing with respect to any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 11.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and all previous agreements or discussions between the parties relating to the subject matter hereof, written or oral, are hereby terminated and/or superseded by this Agreement. This Agreement may be amended or modified only by a written instrument signed by both parties. If any provision of this Agreement is held invalid, the validity of the remainder of this Agreement shall not be affected. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 11.8 Publicity. Each party may disclose the existence, subject matter, size, and/or value of this Agreement in press releases and public announcements and in such connection may refer by name to the other party, subject to the other party's consent which consent shall not be unreasonably withheld.
- 11.9 Number and Gender. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neutral genders.
- 11.10 Binding Effect. This Agreement will be binding upon the parties hereto and their respective successors and assigns.

**IN WITNESS WHEREOF**, the parties hereto have entered into this Agreement as of the Effective Date first above written.

**COLTON JOINT UNIFIED SCHOOL DISTRICT**

**CATAPULT LEARNING WEST, LLC**

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

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

Kathleen Donovan

Title: \_\_\_\_\_

Title: Chief Financial Officer

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

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

## ATTACHMENT A

### Service Allocation Colton Joint Unified School District 2012-2013

Instructional Services for St. Catherine of Siena	
<b>Program Days:</b>	Monday- Thursday (days to be scheduled within this range)
<b>Program Length:</b>	October 8, 2012 – February 28, 2013***
<b>Class length:</b>	30-45 minutes per session
<b>Frequency:</b>	Each student will attend reading two days per week
<b>Number of schools:</b>	1 school
<b>Number of Students:</b>	Approximately 10 students
<b>Grades Targeted:</b>	Reading: Grades 1-8 (students to be served within this range to be based on academic need and scheduling)
<b>Curriculum:</b>	AchieveReading™
<b>Number of Instructors:</b>	.08 FTE or .05 for services from October 8 <sup>th</sup> , 2012 – April 30 <sup>th</sup> , 2013
<b>Type of Instructor:</b>	Teacher
<b>Student to Teacher Ratio</b>	6:1 = 1 trained Catapult Learning Teacher working with groups of up to six students
<b>Program Fee:</b>	<b>\$3,115.00**</b>
<p>*Catapult Learning realizes that some schools may desire smaller group size or more individualized services for students. This can be accomplished within the structure of the program we have proposed, as long as it is with the understanding that fewer students will be served for the same dollar amount.</p> <p>**Catapult Learning’s program fees include program set-up, student instruction and assessment, program management, program evaluation, quality controls, student motivation program, and progress reporting. Catapult Learning will also provide use of curriculum materials (texts, consumable materials, and manipulatives as appropriate), equipment, data systems, and general supplies.</p> <p>***Services extended beyond February 28<sup>th</sup> contingent upon funding from Rialto Unified School District.</p> <p><i>Any changes made to the program parameters could result in a change in price.</i></p>	





**BOARD AGENDA**

**REGULAR MEETING  
October 4, 2012**

**CONSENT ITEM**

- TO:** **Board of Education**
- PRESENTED BY:** Mike Snellings, Assistant Superintendent, Educational Services Division
- SUBJECT:** **Approval of Carl D. Perkins Career and Technical Education Improvement Act of 2006 Funding (2012–13)**
- GOAL:** Improved Student Performance
- STRATEGIC PALN:** Strategy #5 – Career/College
- BACKGROUND:** The California Department of Education has notified the District that the Carl D. Perkins Career and Technical Education Improvement Act of 2006 grant funds have been approved. At the adopted budget the Board approved \$162,093 in Carl D. Perkins funding. This grant notification will increase the budget by an additional \$23,722. The annual grant provides support to career and technical education courses at Bloomington, Colton and Grand Terrace High Schools.
- BUDGET IMPLICATIONS:** General Fund Revenue: \$23,722
- RECOMMENDATION:** That the Board approve the Carl D. Perkins Career and Technical Education Improvement Act of 2006 funding (2012-13).

**Grant Award Notification**

EDUCATIONAL  
 SERVICES  
 DIVISION

2012 SEP 10 A 1:47

RECEIVED

<b>GRANTEE NAME AND ADDRESS</b> Jerry Almendarez, Superintendent Colton Joint Unified 1212 Valencia Drive Colton, CA 92324-1798	<b>CDE GRANT NUMBER</b>			
	<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
	12	14894	6768	00
<b>Attention</b> Jerry Almendarez	<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>		<b>COUNTY</b>	
<b>Program Office</b> Office of the Superintendent	<b>Resource Code</b>	<b>Revenue Object Code</b>	36	
<b>Telephone</b> 909-580-5000	3550	8290	<b>INDEX</b>	

<b>Name of Grant Program</b> Carl D. Perkins Career and Technical Education Improvement Act of 2006	0615
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GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$185,815.00	0	\$185,815.00	0	July 1, 2012	June 30, 2013

CFDA Number	Federal Grant Number	Federal Grant Name	Federal Agency
84.048A	V048A120005	Carl D. Perkins Career and Technical Education Improvement Act of 2006	Department of Education

I am pleased to inform you that Colton Joint Unified has been funded for the Carl D. Perkins Career and Technical Education Improvement Act of 2006.

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 10 days of receipt to:

Carla Ciarniello, Associate Governmental Program Analyst  
 Program and Administrative Support Office  
 California Department of Education  
 1430 N Street, Suite 4202  
 Sacramento, CA 95814-5901

<b>California Department of Education Contact</b> Mary Gallet	<b>Job Title</b> Education Programs Consultant
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<b>E-mail Address</b> mgallet@cde.ca.gov	<b>Telephone</b> 916-445-5723
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<b>Signature of the State Superintendent of Public Instruction or Designee</b> 	<b>Date</b> August 14, 2012
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**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>	<b>Title</b>
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<b>E-mail Address</b>	<b>Telephone</b>
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<b>Signature</b> 	<b>Date</b>
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## BOARD AGENDA

REGULAR MEETING  
October 4, 2012

### CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Mike Snellings, Assistant Superintendent, Educational Services Division
- SUBJECT:** Approval of the New Course Descriptions for 7<sup>th</sup> and 8<sup>th</sup> Grade Language Arts Support A; B & C
- GOAL:** Improved Student Performance
- STRATEGIC PLAN:** Strategy #2 - Curriculum
- BACKGROUND:** **Support A**  
Student: ELLs either just or just about to be re-designated  
Support need: focus on building fluency with academic vocabulary and language functions
- Support B & C**  
Student: English-only; “fossilized” in the high Below Basic to mid Basic range; completed up to two years of intensive instruction before seventh grade  
Support need: re-teaching and focused emphasis on ELA standards to overcome their obstacles to mastery; continued monitoring and support to catch up with grade-level standards
- These courses were created to provide support to strategic students—those who are slightly below grade level to just under two years below grade level.
- course is in addition to single period core English class.
  - concurrently addresses same ELA standards as their Core ELA class, but with additional emphasis on prerequisite skill development, modeling, and practice.
  - follows a weekly structure in which students learn specific academic vocabulary, focus on the ELA standards which are most challenging to master, and develop skills essential for success in school.
- The course description and pacing guide was approved by the Secondary Curriculum Council on September 11, 2012.
- BUDGET IMPLICATIONS:** No impact on General Fund.
- RECOMMENDATION:** The Board approve the New Course Descriptions for 7<sup>th</sup> and 8<sup>th</sup> Grade Language Arts Support A; B & C.

A-7

# Middle School Course Description for 7<sup>th</sup> Grade Language Arts Support A

**Course Title:** 7<sup>th</sup> Grade Language Arts Support

**Curricular Area:** English-Language Arts

**Course Number:**

**Length:** One year

- Support A—ELA7SA
- Support B—ELA7SB
- Support C—ELA7SC

**Grade Level:** 7

**Prerequisites:** Placement according to multiple measures

## Course Description

The Language Arts Support class is designed for strategic students—those who are below grade level anywhere from “just a bit” to just under two years. The main purpose of the course is for its students to master the ELA content standards as evidenced by proficient performance on the ELA CST. In addition, students are challenged to strengthen their critical reading skills, written expression, and use of academic vocabulary.

In Support, students will receive instruction on the same ELA standards that are covered in their Core ELA class, but with additional emphasis on prerequisite skill development, modeling, and practice. The pacing of the support class is tied closely with students’ Core ELA class, yet it follows a weekly structure in which students learn specific academic vocabulary, focus on the ELA standards which are most challenging to master, and develop skills essential for success in school.

Language Arts Support is delivered to three different student groups to meet their specific needs:

### Support A

Student: ELLs either just or just about to be re-designated

Support need: focus on building fluency with academic vocabulary and language functions.

### Support B

Student: English-only; “fossilized” in the high Below Basic to mid Basic range;

Support need: re-teaching and focused emphasis on ELA standards to overcome their obstacles to mastery.

### Support C

Student: English-only; completed up to two years of intensive instruction before seventh grade;

Support need: continued monitoring and support to catch up with grade-level standards.

## Alignment

This course is aligned to the California Content Standards for English Language Arts.

## Instructional Materials

All current adoption materials approved by the School Board, June 2002.

### Required Textbook(s)

- *The Language of Literature: Grade 7.* McDougal Littell (2002)

### Supplemental Materials

- *Bridges to Literature.* McDougal Littell (2002)
- *Academic Vocabulary Toolkit 1.* Kinsella, Kate. National Geographic Learning, 2013.

- *California Bellwork: Reading-Language Arts Level 7.* [Bellwork Enterprises](#).
- *Critical Reading: Deep Reading Strategies for Expository Texts.* [AVID](#) (2009)
- *Daily 6-Trait Writing: Grade 6+.* Evan Moore Publishing, 2008. ISBN 978-1596732995.

- *Easy Grammar Plus (Teacher Edition).* Phillips, Wanda. Isha Enterprises, 1995. ISBN 978-0-936981-13-0
- *Standardized Test Practice: Writing: Grades 5-6.* Priestly, Michael. Scholastic Teaching Resources, 2008. ISBN 978-0545064026

## Middle School Course Description for 7<sup>th</sup> Grade Language Arts Support

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**Exit Criteria: Support A**

<u>Activities</u>	<u>Percentage</u>
Assessments (including tests, essays, projects, etc.).....	45%
Academic Language Classwork.....	25%
Standards Support Classwork .....	15%
Tutorials Classwork .....	15%
<b>Total</b>	<b>100%</b>

**Development Team:**

This Course Description and pacing guide was updated in 2012 by: Daniel Buczkowski, Matt Crispin, David Doughton, Kelly Gudgeon, Jeremiah Lack, Jennifer Phaller, Michelle Scribner, & Carol Smith; with assistance from Bertha Arreguin, Sheila Martinelli, Mary Beth Richardson, & Kristi Ward

## Instructional Guide for 7<sup>th</sup> Grade Language Arts Support

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### **Learning Experiences and Instruction:**

Teachers utilize the Direct Interactive Instruction model to introduce new skills and concepts that are essential to the grade level content standards, then reinforce and develop those skills each quarter with the goal of bringing students to mastery by the end of the fourth quarter. All instruction will be based on the “I do, We do, You do” scaffolding model with an emphasis on individual differentiation as needed. Teachers will use a variety of the following:

- Inquiry-based learning
- Engaged reading opportunities
- Think-pair-share
- Reciprocal teaching
- Cloze reading & writing
- Guided reading & writing
- Cognitive modeling
- Questioning strategies
- Graphic organizers/concept attainment
- Student-led groups/ peer pairing
- Metacognitive learning: self-regulation, goal-setting, self-monitoring, and self-questioning

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

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

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

- Instructional Aide assistance
- Audio & visual aids
- Individualized academic instruction
- Modified assignments
- Modified texts
- Testing accommodations
- Flexible grouping
- Tutoring (peer & teacher)
- Computer-Guided instruction

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

Independent study supplemented with mentoring/tutoring  
 Depth & Complexity icons  
 Enriched materials and learning experiences

<end>

## Pacing Guide for 7th Grade Language Arts Support A

### Introduction: PACING GUIDE

The Language Arts Support class is a *supplement* to the seventh grade Core English-Language Arts (ELA) class. In this second period of ELA, the goal is to provide focused instruction for struggling students in two areas: 1) academic language interaction and 2) ELA standards support.

Each support class, regardless of its teacher, will support the ELA standards at the same pace as the Core ELA pacing guide, and will follow the same weekly structure:

### WEEKLY CLASS STRUCTURE

	Do Now	Vocabulary Support Academic Vocabulary Toolkit 1 20 minutes	ELA Standards Support 20 minutes
Monday	Daily <i>Do Now</i> —maximum of 10 minutes Daily Language Review (DLR), or Language Skill Builders, or CST RTQ practice	<i>Academic Vocabulary Toolkit</i> (AVT)—day one of the week’s first focus academic vocabulary word	Standards Support <ul style="list-style-type: none"> <li>• first priority</li> <li>• focus: standards assessed on benchmarks &amp; common assessment results</li> <li>• follow core pacing guide</li> <li>• identifies &amp; addresses obstacles to mastery</li> </ul> Skills Support <ul style="list-style-type: none"> <li>• second priority</li> <li>• skills from standards not assessed</li> <li>• critical reading strategies</li> </ul> Standards/skills Extension <ul style="list-style-type: none"> <li>• if time</li> <li>• reading, writing, speaking, &amp; listening instruction &amp; activities that extend core instruction.</li> </ul>
Tuesday		<i>AVT</i> —day two of the week’s first focus academic vocabulary word	
Wednesday		Tutorial—“AVID Lite” Procedure <ul style="list-style-type: none"> <li>• Grouped according to math class</li> <li>• Tutored on any class (not just ELA)</li> <li>• Question-driven</li> <li>• Students answer each other’s questions to better understand class work &amp; concepts</li> <li>• Binder check/organization</li> <li>• “Clean out your backpack”</li> </ul>	
Thursday		<i>AVT</i> —day one of the week’s second focus academic vocabulary word	Standards Support <ul style="list-style-type: none"> <li>• first priority</li> <li>• focus: standards assessed on benchmarks &amp; common assessment results</li> <li>• follow core pacing guide</li> <li>• identifies &amp; addresses obstacles to mastery</li> </ul> Skills Support <ul style="list-style-type: none"> <li>• second priority</li> <li>• skills from standards not assessed</li> <li>• critical reading strategies</li> </ul> Standards/skills Extension <ul style="list-style-type: none"> <li>• if time</li> <li>• reading, writing, speaking, &amp; listening instruction &amp; activities that extend core instruction.</li> </ul>
Friday		<i>AVT</i> —day two of the week’s second focus academic vocabulary word	

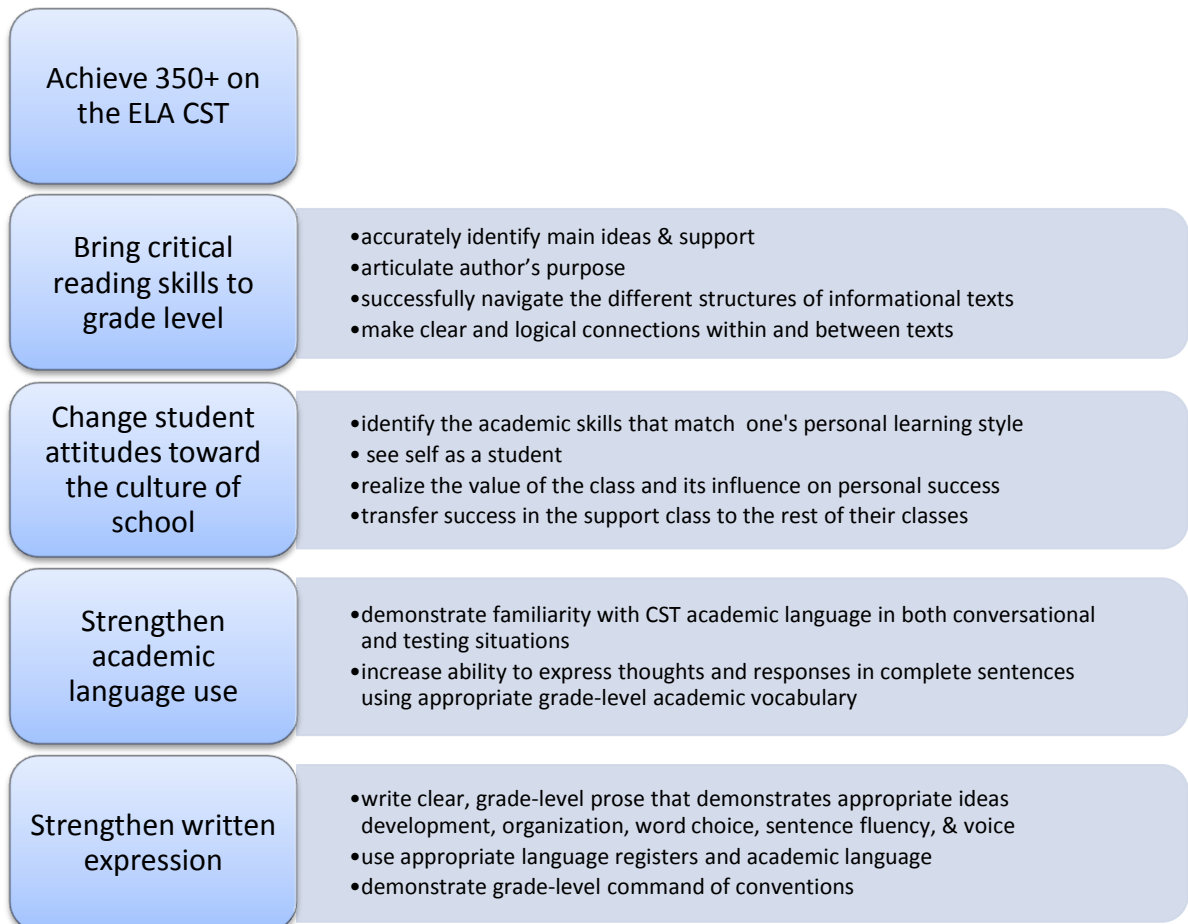
## Pacing Guide for 7th Grade Language Arts Support A

### CHARACTERISTICS OF THE SUPPORT CLASS

Each support class must meet these basic expectations:

- Cover the same grade-level standards as the core ELA pacing guide and stay on pace with Core ELA within each three-week unit; follow the set weekly structure (see p. 4)
- Provide approximately ten minutes of daily “Do Now” instruction and review in the standards for written and oral language conventions (using McDougall-Littell’s Daily Language Skill Builders or any of the “DLR” sources listed in the Supplemental Materials section of the course description).
- Provide approximately twenty minutes of daily structured verbal and written interaction using Kate Kinsella’s *Academic Vocabulary Toolkit Volume 1*. Although this Pacing Guide suggests that the class progress through the AVT in its sequential/alphabetical order, the teacher has the latitude to change that order to meet the vocabulary demands of the students’ Core ELA & content area curricula.
- Provide approximately twenty daily minutes to identify and addresses student obstacles to mastery through re-teaching, skills instruction, and extended practice for key standards
  - misconceptions
  - missing prerequisite skills
  - lack of understanding of variations
  - incomplete understanding of prerequisite academic vocabulary
  - lack of application skills
- Provide regular (weekly) tutorial session for modeling and practice of the habits, skills, and strategies necessary for success in school.
- Coordinate with Core through regular (weekly, if possible) collaboration between core & support teachers. This time is protected from interruptions or scheduling conflicts.
- Use a common assessment for each standard to gauge student mastery and inform instruction.

### GOALS OF THE ELA SUPPORT A CLASS





## Pacing Guide for 7th Grade Language Arts Support A

### Semester 1—Benchmark Period 1

#### Weeks 1-3:

Standards Taught	Academic Vocabulary Development**	Standards Support Resources
CLASSROOM ORGANIZATION STRATEGIES AND SET-UP RW 1.2 ROOTS & AFFIXES RW 1.3 CONTEXT CLUES RL 3.2 EVENTS THAT ADVANCE PLOT RL 3.3 CHARACTERIZATION RL 3.4 RECURRING THEMES  <b>Student Objectives</b>  <sup>4</sup> <u>RL 3.3 SWBAT:</u> <ul style="list-style-type: none"> <li>ANALYZE CHARACTERS' THOUGHTS, WORDS, ACTIONS, AND NARRATOR'S DESCRIPTION</li> </ul>	Week 1 Focus Words: <ul style="list-style-type: none"> <li>accurate</li> <li>adequate</li> </ul> Week 2 Focus Words: <ul style="list-style-type: none"> <li>advantage</li> <li>analysis</li> </ul> Week 3 Focus Words: <ul style="list-style-type: none"> <li>analyze</li> <li>appropriate</li> </ul>	<b>Teach procedures</b> <ul style="list-style-type: none"> <li>Do Now routine</li> <li>Vocabulary lesson &amp; student interactions</li> <li>Tutorials</li> </ul> <b>RL 3.3</b> <ul style="list-style-type: none"> <li>Universal Access Resource Book—pp. 6.21-6.22; 1.13; 2.33-2.38</li> <li>Bridges To Literature (Red) Skill Builder Workbook —p. 16</li> <li><b>Bridges To Literature (Red)</b>—“Goodbye Falcon”, p. 126 (TE p. 186)</li> </ul>

\*\*A note about focus word order & pacing...

#### Order

- This Pacing Guide suggests that the class progress through the **AVT** in its sequential/alphabetical order
- The teacher may change that order to meet the vocabulary demands of the students' Core ELA & content area curricula.

#### Pacing

- The AVT covers 97 academic terms, yet this pacing guide includes only 71 of the terms.
- Dr. Kinsella suggests that the class allot two days per word.
- The teacher may adapt the pacing to students' facility with each word and their familiarity with the instructional routine.

## Pacing Guide for 7th Grade Language Arts Support A

### Semester 1—Benchmark Period 1

#### Weeks 4-6:

Standards Taught	Academic Vocabulary Development**	Standards Support Resources
RW 1.2 ROOTS & AFFIXES RW 1.3 CONTEXT CLUES RL 3.5 POINT OF VIEW WC 1.3 GRAMMAR WC 1.4 PUNCTUATION WA 2.1 FICTIONAL/AUTOBIOGRAPHICAL NARRATIVE	Week 4 Focus Words: <ul style="list-style-type: none"> <li>• argue</li> <li>• argument</li> </ul> Week 5 Focus Words: <ul style="list-style-type: none"> <li>• assume</li> <li>• assumption</li> </ul> Week 6 Focus Words: <ul style="list-style-type: none"> <li>• beneficial</li> <li>• benefit</li> </ul>	RL 3.5 <ul style="list-style-type: none"> <li>• Universal Access Resource Book—pp. 6.26-6.28; 1.13</li> <li>• <b>Bridges To Literature</b> (Red)—“Victor”, p. 174 (TE p. 244)</li> </ul> WA 2.1 <ul style="list-style-type: none"> <li>• Universal Access Resource Book—pp. 6.37</li> <li>• Language of Literature—review pp. 324-328</li> <li>• Writing Transparencies—p. 19</li> </ul>
Student Objectives		
42 <u>RL 3.5 SWBAT:</u> <ul style="list-style-type: none"> <li>• IDENTIFY THE NARRATOR IN A PIECE OF WRITING</li> <li>• UNDERSTAND AND STATE HOW THE NARRATOR'S UNIQUE POINT OF VIEW REVEALS THE STORY AND INFLUENCES THE MESSAGE OR THEME</li> </ul> <u>WA 2.1 SWBAT</u> <ul style="list-style-type: none"> <li>• WRITE NARRATIVES BASED ON FICTION OR REAL OCCURRENCES.</li> <li>• TELL/WRITE A STORY THAT DEVELOPS AND SOLVES A PROBLEM</li> </ul>		

## Pacing Guide for 7th Grade Language Arts Support A

### Semester 1—Benchmark Period 2

Standards Assessed
RW 1.1 FIGURATIVE LANGUAGE WS 1.1 ORGANIZATION & TRANSITIONS WC 1.3 GRAMMAR: SUBJECT & PREDICATE RW 1.3 DEFINITION & RESTATEMENT

### Weeks 7-9:

Standards Taught	Academic Vocabulary Development**	Standards Support Resources
RW 1.1 FIGURATIVE LANGUAGE RW 1.3 DEFINITION & RESTATEMENT	Week 7 Focus Words: <ul style="list-style-type: none"> <li>• cause (noun)</li> <li>• cause (verb)</li> </ul> Week 8 Focus Words: <ul style="list-style-type: none"> <li>• challenge</li> <li>• challenging</li> </ul> Week 9 Focus Words: <ul style="list-style-type: none"> <li>• character</li> <li>• characteristic</li> <li>•</li> </ul>	<b>RW 1.1</b> <ul style="list-style-type: none"> <li>• Universal Access Resource Book—pp. 6.3</li> <li>• Writing Transparencies—p. 17</li> <li>• Literary Analysis Transparencies—p. 19</li> </ul> <b>RW 1.3</b> <ul style="list-style-type: none"> <li>• Universal Access Resource Book—pp. 6.5-6.6</li> <li>• Vocabulary And Spelling Book—pp. 7-10</li> <li>• Reading Toolkit—pp. G1-G3</li> <li>• <b>Bridges To Literature</b> (Red)—“The Day The Sun Came Out” p. 14 (TE p. 26)</li> <li>• <b>Bridges To Literature</b> (Red)—“Trapped By Fear” p. 72 (TE p. 108)</li> <li>• Grammar Usage And Mechanics—pp. 148-162</li> </ul>
<b>Student Objectives</b>		
<u>RW 1.1 SWBAT:</u> <ul style="list-style-type: none"> <li>• IDENTIFY FIGURATIVE LANGUAGE IN PROSE AND POETRY</li> </ul> <u>RW 1.3 SWBAT</u> <ul style="list-style-type: none"> <li>• UNDERSTAND AND DEFINE VOCABULARY USING CONTEXT CLUES IN TEXT</li> </ul>		

## Pacing Guide for 7th Grade Language Arts Support A

### Semester 1—Benchmark Period 2

#### Weeks 10-12:

Standards Taught	Academic Vocabulary Development**	Standards Support Resources
RW 1.2 ROOTS RW 1.3 DEFINITION & RESTATEMENT WS 1.1 ORGANIZATION & TRANSITIONS WS 1.7 REVISION & WORD CHOICE WC 1.3 GRAMMAR: SUBJECT & PREDICATE WC 1.4 PUNCTUATION WA 2.2 RESPONSE TO LITERATURE	Week 10 Focus Words: <ul style="list-style-type: none"> <li>• compare</li> <li>• comparison</li> </ul> Week 11 Focus Words: <ul style="list-style-type: none"> <li>• conclude</li> <li>• conclusion</li> </ul> Week 12 Focus Words: <ul style="list-style-type: none"> <li>• consequence</li> <li>• consequently</li> </ul>	<b>WS 1.1</b> <ul style="list-style-type: none"> <li>• Universal Access Resource Book—p. 6.30</li> <li>• Writing Transparencies—pp. 24, 34</li> <li>• Daily 6-Trait Writing—Unit 2: Organization (pp. 40 – 69)</li> </ul> <b>WS 1.7 (Note: will be covered again Sem 2 Wks 4-6)</b> <ul style="list-style-type: none"> <li>• Universal Access Resource Book—p. 6.36</li> <li>• Writing Transparencies—pp. 9, 10, 11, 15</li> <li>• CST Released Test Questions</li> <li>• Daily 6-Trait Writing—Unit 3: Word Choice (pp. 70 – 99)</li> <li>• Unit 4: Sentence Fluency (pp. 100 – 129)</li> </ul> <b>WA 2.2</b> <ul style="list-style-type: none"> <li>• Universal Access Resource Book—p. 6.4</li> <li>• Writing Transparencies—mini- lesson pp. 51 – 52, p. 26</li> </ul>
Student Objectives		
<u>WS 1.1 &amp; 1.7 SWBAT:</u> ✎ CREATE AN ORGANIZATIONAL STRUCTURE • USE TRANSITIONS BETWEEN SENTENCES • USE TRANSITIONS THAT UNIFY IMPORTANT IDEAS • CHECK THE LOGIC OF IDEAS • CHECK PRECISION OF VOCABULARY  <u>WA 2.2 SWBAT:</u> • DEVELOP AND ORGANIZE CLEAR IDEAS SHOWING UNDERSTANDING AND INSIGHT OF A TEXT • JUSTIFY INTERPRETATIONS BY USE OF EXAMPLES AND TEXTUAL EVIDENCE		

## Pacing Guide for 7th Grade Language Arts Support A

### Semester 1—Benchmark Period Final (EOS)

Standards Assessed	
RW 1.2 ROOTS	WC 1.3 GRAMMAR: PARTS OF SPEECH, SENTENCE STRUCTURE, SENTENCE TYPES
RW 1.3 CONTEXT CLUES: EXAMPLE & CONTRAST	
RC 2.1 STRUCTURE & PURPOSE OF TEXT	WC 1.4 MECHANICS OF WRITING WC 1.5 PUNCTUATION
RC 2.2 LOCATE INFORMATION	

### Weeks 13-15:

Standards Taught	Academic Vocabulary Development**	Standards Support Resources
RC 2.1 STRUCTURE & PURPOSE OF TEXT RC 2.2 LOCATE INFORMATION WC 1.3 GRAMMAR: PARTS OF SPEECH	Week 13 Focus Words: <ul style="list-style-type: none"> <li>• aware</li> <li>• contrast</li> </ul> Week 14 Focus Words: <ul style="list-style-type: none"> <li>• contribute</li> <li>• contribution</li> </ul> Week 15 Focus Words: <ul style="list-style-type: none"> <li>• convince</li> <li>• convincing</li> </ul>	RC 2.1 <ul style="list-style-type: none"> <li>• Universal Access Resource Book—p. 6.7</li> </ul> RC 2.2 <ul style="list-style-type: none"> <li>• Universal Access Resource Book—p. 6.8</li> </ul> WC 1.3 <ul style="list-style-type: none"> <li>• Universal Access Resource Book—pp. 6.48; 3.1-3.93</li> <li>• Easy Grammar (re-teach topic based on collaboration with Core)</li> </ul>
<b>Student Objectives</b>		
RC 2.1 SWBAT: • IDENTIFY THE DIFFERENT FORMS OF INFORMATIONAL MATERIALS • UNDERSTAND USE AND PURPOSE OF INFORMATIONAL DOCUMENTS  RC 2.2 SWBAT: • LOCATE SPECIFIC INFORMATION IN TEXT  WC 1.3 SWBAT: • IDENTIFY STRUCTURE OF SENTENCES • IDENTIFY TYPES OF SENTENCES • IDENTIFY: NOUN, VERB, PREPOSITION, ADJECTIVES IN A SENTENCE.		

## Pacing Guide for 7th Grade Language Arts Support A

### Semester 1—Benchmark Period Final (EOS)

#### Weeks 16-18:

Standards Taught	Academic Vocabulary Development**	Standards Support Resources
<p><u>Review for finals</u></p> <p>RW 1.2 ROOTS</p> <p>RW 1.3 CONTEXT CLUES:</p> <p>WC 1.4 PUNCTUATION</p> <p>WC 1.3 GRAMMAR: PARTS OF SPEECH, SENTENCE STRUCTURE, SENTENCE TYPES</p>	<p>Week 16 Focus Words:</p> <ul style="list-style-type: none"> <li>• define</li> <li>• elaborate</li> </ul> <p>Week 17 Focus Words:</p> <ul style="list-style-type: none"> <li>• demonstrate</li> <li>• demonstration</li> </ul> <p>Week 18 Focus Words:</p> <ul style="list-style-type: none"> <li>• describe</li> <li>• description</li> </ul>	<p>Review of any concept (s) students are not mastering or barely mastering</p> <ul style="list-style-type: none"> <li>• informed by common assessments</li> <li>• dependent on grade-level collaboration with Support and Core ELA teachers</li> </ul>
Student Objectives		
<p><del>SW</del>BAT:</p> <p>TO BE DETERMINED.</p> <ul style="list-style-type: none"> <li>• REVIEW &amp; RE-TEACH STANDARDS TAUGHT DURING 1A AND 1B; FOCUS ON AREAS OF GREATEST NEED</li> <li>• REVIEW FOR EOS TEST</li> <li>• REVIEW CHARACTERIZATION, POINT OF VIEW, ETC. WITH ACHRISTMAS CAROL</li> </ul>		

## Pacing Guide for 7th Grade Language Arts Support A

### Semester 2—Benchmark Period 3

Standards Assessed
RC.2.4 AUTHOR'S ARGUMENT RC.2.6 SUPPORTING EVIDENCE WS.1.1 ORGANIZATION & TRANSITIONS WS.1.7 REVISION & WORD CHOICE WA.2.4 PERSUASIVE COMPOSITION


### Weeks 1-3:

Standards Taught	Academic Vocabulary Development**	Standards Support Resources
RC.2.4 AUTHOR'S ARGUMENT RC.2.6 SUPPORTING EVIDENCE WA.2.4 PERSUASIVE WRITING	Week 1 Focus Words: <ul style="list-style-type: none"> <li>• develop</li> <li>• development</li> </ul> Week 2 Focus Words: <ul style="list-style-type: none"> <li>• emphasis</li> <li>• emphasize</li> </ul> Week 3 Focus Words: <ul style="list-style-type: none"> <li>• essential</li> <li>• evidence</li> </ul>	RC.2.4 <ul style="list-style-type: none"> <li>• <i>Universal Access Resource Book</i>—p. 6.10</li> <li>• <i>Bridges To Literature (Red)</i>—"Jaime Escalante: Math Teacher" p. 298 (TE p. 418)</li> <li>• <i>Bridges To Literature (Red)</i>—"Chief Joseph Of The Nez Perce" p. 314 (TE p. 442)</li> </ul> RC.2.6 <ul style="list-style-type: none"> <li>• <i>Universal Access Resource Book</i>—p. 6.12</li> <li>• <i>Critical Reading Transparencies</i>—p. 28</li> </ul> WA.2.4 <ul style="list-style-type: none"> <li>• <i>Universal Access Resource Book</i>—p. 6.42</li> <li>• <i>Writing Transparencies</i>—pp. 27 (Opinion Statement), 33 (Problem-Solution Essay)</li> </ul>
<b>Student Objectives</b>		
RC.2.4 SWBAT: <ul style="list-style-type: none"> <li>• IDENTIFY THE AUTHOR'S ARGUMENT</li> </ul> RC.2.6 SWBAT: <ul style="list-style-type: none"> <li>• FIND EVIDENCE THE AUTHOR USES TO SUPPORT AN ARGUMENT</li> <li>• EVALUATE THE QUALITY OF EVIDENCE USED</li> </ul> WA.2.4 SWBAT: <ul style="list-style-type: none"> <li>• STATE A CLEAR POSITION OR PERSPECTIVE ON A TOPIC</li> <li>• DESCRIBE POINTS IN SUPPORT OF A PROPOSITION USING WELL-ARTICULATED EVIDENCE</li> <li>• ANTICIPATE AND ADDRESS COUNTERARGUMENTS</li> </ul>		

## Pacing Guide for 7th Grade Language Arts Support A

### Semester 2—Benchmark Period 3

#### Weeks 4-6:

Standards Taught	Academic Vocabulary Development***	Standards Support Resources
RW 1.2 ROOTS RW 1.3 CONTEXT CLUES WS 1.1 ORGANIZATION & TRANSITIONS WS 1.7 REVISION & WORD CHOICE WC 1.4 PUNCTUATION STATE WRITING STANDARDS TEST REVIEW	Week 4 Focus Words: <ul style="list-style-type: none"> <li>• expert</li> <li>• expertise</li> </ul> Week 5 Focus Words: <ul style="list-style-type: none"> <li>• explain</li> <li>• explanation</li> </ul> Week 6 Focus Words <ul style="list-style-type: none"> <li>• factor</li> <li>• identify</li> </ul>	<b>WS 1.7 (Note: covered previously Sem 1 Wks 10-12)</b> <ul style="list-style-type: none"> <li>• Universal Access Resource Book—p. 6.36</li> <li>• Writing Transparencies—pp. 9, 10, 11, 15</li> <li>• CST Released Test Questions</li> <li>• Daily 6-Trait Writing—review Unit 3: Word Choice (pp. 70 – 99) Unit 4: Sentence Fluency (pp. 100 – 129)</li> </ul>
Student Objectives		
<b>WS 1.7 SWBAT:</b>  REVISE WRITING TO IMPROVE WORD CHOICE CHECK THE LOGIC OF IDEAS IN A STUDENT ESSAY CHECK THE PRECISION OF VOCABULARY IN A STUDENT ESSAY REVISE WRITING TO IMPROVE ORGANIZATION		



## Pacing Guide for 7th Grade Language Arts Support A

### Semester 2—Benchmark Period 4

Standards Assessed	
RC.2.5 TECHNICAL DIRECTIONS	WS 1.3 NOTE TAKING & OUTLINES
WC 1.3 VERBS, ADVERBS, PRONOUNS, CONJUNCTIONS, INTERJECTIONS, ARTICLES	WS 1.4 RESEARCH QUESTIONS

### Weeks 7-9:

Standards Taught	Academic Vocabulary Development**	Standards Support Resources
Review for 7th grade State Writing Exam WC 1.3 GRAMMAR: PARTS OF SPEECH RC 2.2 LOCATE INFORMATION RC. 2.5 FOLLOW TECHNICAL DIRECTIONS	Week 7 Focus Words: <ul style="list-style-type: none"> <li>• identity</li> <li>• impact</li> </ul> Week 8 Focus Words: <ul style="list-style-type: none"> <li>• include</li> <li>• including</li> </ul> Week 9 Focus Words: <ul style="list-style-type: none"> <li>• indicate</li> <li>• indication</li> </ul>	RC 2.2 <ul style="list-style-type: none"> <li>• Universal Access Resource Book—p. 6.8 (Repeated from Sem 1 wks 13-15)</li> </ul> RC 2.5 <ul style="list-style-type: none"> <li>• Universal Access Resource Book—p. 6.11</li> </ul>
<b>Student Objectives</b> <u>WC 1.3 SWBAT:</u> <ul style="list-style-type: none"> <li>• IDENTIFY ALL PARTS OF SPEECH</li> <li>• IDENTIFY THE FOUR TYPES OF SENTENCES</li> <li>• IDENTIFY THE STRUCTURE OF SENTENCES</li> </ul> <u>RC.2.2 SWBAT:</u> <ul style="list-style-type: none"> <li>• LOCATE INFORMATION USING CONSUMER, WORKPLACE, AND PUBLIC DOMAINS</li> </ul> <u>RC.2.5 SWBAT:</u> <ul style="list-style-type: none"> <li>• FOLLOW DIRECTIONS TO USE A MECHANICAL DEVICE</li> <li>• IDENTIFY THE STEPS TO FOLLOW WHEN READING TECHNICAL DIRECTIONS</li> </ul>		

## Pacing Guide for 7th Grade Language Arts Support A

### Semester 2—Benchmark Period 4

#### Weeks 10-12:

Standards Taught	Academic Vocabulary Development**	Standards Support Resources
<p>WS 1.3 NOTE TAKING &amp; OUTLINING                      WS 1.4 RESEARCH QUESTIONS                      WA 2.5 SUMMARY</p>	<p>Week 10 Focus Words:</p> <ul style="list-style-type: none"> <li>• introduce</li> <li>• introduction</li> </ul> <p>Week 11 Focus Words:</p> <ul style="list-style-type: none"> <li>• issue</li> <li>• justify</li> </ul> <p>Week 12 Focus Words:</p> <ul style="list-style-type: none"> <li>• locate</li> <li>• logical</li> </ul>	<p><b>WS 1.3</b></p> <ul style="list-style-type: none"> <li>• Universal Access Resource Book—p. 6.32</li> <li>• Writing Transparencies—pp. 49, 51, 54</li> </ul> <p><b>WS 1.4</b></p> <ul style="list-style-type: none"> <li>• Universal Access Resource Book—p. 6.33</li> <li>• Writing Transparencies—pp. 12, 40</li> </ul> <p><b>WA 2.5</b></p> <ul style="list-style-type: none"> <li>• Universal Access Resource Book—p. 6.43</li> <li>• Writing Transparencies—review pp. 51 – 52</li> </ul>
Student Objectives		
<p><u>WS 1.3 SWBAT:</u></p> <ul style="list-style-type: none"> <li>• TAKE NOTES</li> <li>• SUMMARIZE PASSAGES</li> <li>• ORGANIZE AND OUTLINE IDEAS TO CREATE COMPOSITIONS</li> </ul> <p><u>WS 1.4 SWBAT:</u></p> <ul style="list-style-type: none"> <li>• FORMULATE QUESTIONS THAT LEAD TO EFFECTIVE RESEARCH</li> <li>• EVALUATE THE EFFECTIVENESS OF QUESTIONS THAT ADDRESS A TOPIC</li> </ul> <p><u>WA 2.5 SWBAT:</u></p> <p>WRITE SUMMARIES OF READING MATERIALS</p>		

## Pacing Guide for 7th Grade Language Arts Support A

### Semester 2—Benchmark Period Final

<b>Standards Assessed</b>	
WS 1.3 NOTE TAKING & OUTLINING WS 1.4 RESEARCH QUESTIONS WC 1.3 GRAMMAR: PARTS OF SPEECH RC 2.2 LOCATE INFORMATION RC. 2.5 FOLLOW TECHNICAL DIRECTIONS WC 1.7 SPELLING ALL PREVIOUS KEY STANDARDS	RC 2.4 AUTHOR'S ARGUMENT RC 2.6 SUPPORTING EVIDENCE WS 1.1 ORGANIZATION & TRANSITIONS WS 1.7 REVISION & WORD CHOICE RW 1.2 ROOTS RW 1.3 CONTEXT CLUES WC 1.4 PUNCTUATION

### Weeks 13-15:

<b>Standards Taught</b>	<b>Academic Vocabulary Development**</b>	<b>Standards Support Resources</b>
CST REVIEW BOOK STUDY OR POETRY UNIT; REVIEW: RW 1.1 FIGURATIVE LANGUAGE RL 3.0 LITERATURE STUDY STANDARDS WC 1.7 SPELLING	Week 13 Focus Words: <ul style="list-style-type: none"> <li>• minimum</li> <li>• maximum</li> </ul> Week 14 Focus Words: <ul style="list-style-type: none"> <li>• objective</li> <li>• objectively</li> </ul> Week 15 Focus Words: <ul style="list-style-type: none"> <li>• opinion</li> <li>• perspective</li> </ul>	<b>WC 1.7</b> <ul style="list-style-type: none"> <li>• Universal Access Resource Book—p. 6.51</li> <li>• Vocabulary And Spelling Book—p. 87</li> </ul>
<b>Student Objectives</b>		
CST PREPARATION REVIEW <u>WC 1.7 SWBAT:</u> <ul style="list-style-type: none"> <li>• APPLY SPELLING RULES AND RULES OF COMBINING AFFIXES AND BASES</li> </ul>		

## Pacing Guide for 7th Grade Language Arts Support A

### Semester 2—Benchmark Period Final

#### Week 16-end:

Standards Taught	Academic Vocabulary Development**	Standards Support Resources
<p>BOOK STUDY OR POETRY UNIT; REVIEW:                      RW 1.1 FIGURATIVE LANGUAGE                      ○ RL 3.0 LITERATURE STUDY STANDARDS</p> <p>POETRY STUDY OR NOVEL STUDY</p>	<p>Week 16 Focus Words:</p> <ul style="list-style-type: none"> <li>• persuade</li> <li>• persuasion</li> </ul> <p>Week 17 Focus Words:</p> <ul style="list-style-type: none"> <li>• predict</li> <li>• prediction</li> </ul> <p>Week 18 Focus Words:</p> <ul style="list-style-type: none"> <li>• previous</li> <li>• previously</li> </ul>	<p>Review of any concept (s) students are not mastering or barely mastering</p> <ul style="list-style-type: none"> <li>• informed by common assessments</li> <li>• dependent on grade-level collaboration with Support and Core ELA teachers</li> </ul>
<p><b>Student Objectives</b></p>		
<p>52</p> <p>SWBAT                      TO BE DETERMINED BY TEACHER</p> <ul style="list-style-type: none"> <li>• RW 1.1</li> <li>• SELECTED RL STANDARDS</li> <li>• SELECTED WS &amp; WA STANDARDS</li> </ul>		

# Middle School Course Description for 7<sup>th</sup> Grade Language Arts Support B & C

**Course Title:** 7<sup>th</sup> Grade Language Arts Support

**Curricular Area:** English-Language Arts

**Course Number:**

**Length:** One year

- Support A—ELA7SA
- Support B—ELA7SB
- Support C—ELA7SC

**Grade Level:** 7

**Prerequisites:** Placement according to multiple measures

## Course Description

The Language Arts Support class is designed for strategic students—those who are below grade level anywhere from “just a bit” to just under two years. The main purpose of the course is for its students to master the ELA content standards as evidenced by proficient performance on the ELA CST. In addition, students are challenged to strengthen their critical reading skills, written expression, and use of academic vocabulary.

In Support, students will receive instruction on the same ELA standards that are covered in their Core ELA class, but with additional emphasis on prerequisite skill development, modeling, and practice. The pacing of the support class is tied closely with students’ Core ELA class, yet it follows a weekly structure in which students learn specific academic vocabulary, focus on the ELA standards which are most challenging to master, and develop skills essential for success in school.

Language Arts Support is delivered to three different student groups to meet their specific needs:

### Support A

Student: ELLs either just or just about to be re-designated

Support need: focus on building fluency with academic vocabulary and language functions.

### Support B

Student: English-only; “fossilized” in the high Below Basic to mid Basic range;

Support need: re-teaching and focused emphasis on ELA standards to overcome their obstacles to mastery.

### Support C

Student: English-only; completed up to two years of intensive instruction before seventh grade;

Support need: continued monitoring and support to catch up with grade-level standards.

## Alignment

This course is aligned to the California Content Standards for English Language Arts.

## Instructional Materials

All current adoption materials approved by the School Board, June 2002.

### Required Textbook(s)

- *The Language of Literature: Grade 7.* McDougal Littell (2002)

### Supplemental Materials

- *Bridges to Literature.* McDougal Littell (2002)
- *California Bellwork: Reading-Language Arts Level 7.* [Bellwork Enterprises.](#)

- *Critical Reading: Deep Reading Strategies for Expository Texts.* [AVID](#) (2009)

- *Daily 6-Trait Writing: Grade 6+.* Evan Moore Publishing, 2008. ISBN 978-1596732995.
- *Daily Language Review: Grade 7.* Evan Moore Publishing, 2010. ISBN 978-1608236565

- *Easy Grammar Plus (Teacher Edition).* Phillips, Wanda. Isha Enterprises, 1995. ISBN 978-0-936981-13-0
- *Standardized Test Practice: Writing: Grades 5-6.* Priestly, Michael. Scholastic Teaching Resources, 2008. ISBN 978-0545064026

## Middle School Course Description for 7<sup>th</sup> Grade Language Arts Support B & C

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### Exit Criteria: Support A

<u>Activities</u>	<u>Percentage</u>
Assessments (including tests, essays, projects, etc.).....	45%
Academic Language Classwork.....	25%
Standards Support Classwork .....	15%
Tutorials Classwork .....	15%
<b>Total</b>	<b>100%</b>

### Exit Criteria: Support B and C

<u>Activities</u>	<u>Percentage</u>
Assessments (including tests, essays, projects, etc.).....	45%
Academic Language Classwork.....	15%
Standards Support Classwork .....	25%
Tutorials Classwork .....	15%
<b>Total</b>	<b>100%</b>

### Development Team:

This Course Description and pacing guide was updated in 2012 by: Daniel Buczkowski, Matt Crispin, David Doughton, Kelly Gudgeon, Jeremiah Lack, Jennifer Phaller, Michelle Scribner, & Carol Smith; with assistance from Bertha Arreguin, Sheila Martinelli, Mary Beth Richardson, & Kristi Ward

## Instructional Guide for 7<sup>th</sup> Grade Language Arts Support B & C

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### **Learning Experiences and Instruction:**

Teachers utilize the Direct Interactive Instruction model to introduce new skills and concepts that are essential to the grade level content standards, then reinforce and develop those skills each quarter with the goal of bringing students to mastery by the end of the fourth quarter. All instruction will be based on the “I do, We do, You do” scaffolding model with an emphasis on individual differentiation as needed. Teachers will use a variety of the following:

- Inquiry-based learning
- Engaged reading opportunities
- Think-pair-share
- Reciprocal teaching
- Cloze reading & writing
- Guided reading & writing
- Cognitive modeling
- Questioning strategies
- Graphic organizers/concept attainment
- Student-led groups/ peer pairing
- Metacognitive learning: self-regulation, goal-setting, self-monitoring, and self-questioning

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

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

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

- Instructional Aide assistance
- Audio & visual aids
- Individualized academic instruction
- Modified assignments
- Modified texts
- Testing accommodations
- Flexible grouping
- Tutoring (peer & teacher)
- Computer-Guided instruction

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

Independent study supplemented with mentoring/tutoring  
 Depth & Complexity icons  
 Enriched materials and learning experiences

<end>

## Pacing Guide for 7th Grade Language Arts Support B & C

### Introduction: PACING GUIDE

The Language Arts Support class is a *supplement* to the seventh grade Core English-Language Arts (ELA) class. In this second period of ELA, the goal is to provide focused instruction for struggling students in two areas: 1) academic language interaction and 2) ELA standards support.

Each support class, regardless of its teacher, will support the ELA standards at the same pace as the Core ELA pacing guide, and will follow the same weekly structure:

### WEEKLY CLASS STRUCTURE

	<b>Do Now</b>	<b>Vocabulary Support</b> 20 minutes	<b>ELA Standards Support</b> 20 minutes
<b>Monday</b>	Daily <b>Do Now</b> —maximum of 10 minutes Daily Language Review (DLR), or Language Skill Builders, or CST RTQ practice	Vocabulary routine for academic language of the day	Standards Support <ul style="list-style-type: none"> <li>• first priority</li> <li>• focus: standards assessed on benchmarks &amp; common assessment results</li> <li>• follow core pacing guide</li> <li>• identifies &amp; addresses obstacles to mastery</li> </ul> Skills Support <ul style="list-style-type: none"> <li>• second priority</li> <li>• skills from standards not assessed</li> <li>• critical reading strategies</li> </ul> Standards/skills Extension <ul style="list-style-type: none"> <li>• if time</li> <li>• reading, writing, speaking, &amp; listening instruction &amp; activities that extend core instruction.</li> </ul>
<b>Tuesday</b>		Academic language of the day—CST application and practice	
<b>Wednesday</b>		Tutorial—"AVID Lite" Procedure <ul style="list-style-type: none"> <li>• Grouped according to math class</li> <li>• Tutored on any class (not just ELA)</li> <li>• Question-driven</li> <li>• Students answer each other's questions to better understand class work &amp; concepts</li> <li>• Binder check/organization</li> <li>• "Clean out your backpack"</li> </ul>	
<b>Thursday</b>		Vocabulary routine for academic language of the day	Standards Support <ul style="list-style-type: none"> <li>• first priority</li> <li>• focus: standards assessed on benchmarks &amp; common assessment results</li> <li>• follow core pacing guide</li> <li>• identifies &amp; addresses obstacles to mastery</li> </ul> Skills Support <ul style="list-style-type: none"> <li>• second priority</li> <li>• skills from standards not assessed</li> <li>• critical reading strategies</li> </ul> Standards/skills Extension <ul style="list-style-type: none"> <li>• if time</li> <li>• reading, writing, speaking, &amp; listening instruction &amp; activities that extend core instruction.</li> </ul>
<b>Friday</b>		Academic language of the day—CST application and practice	



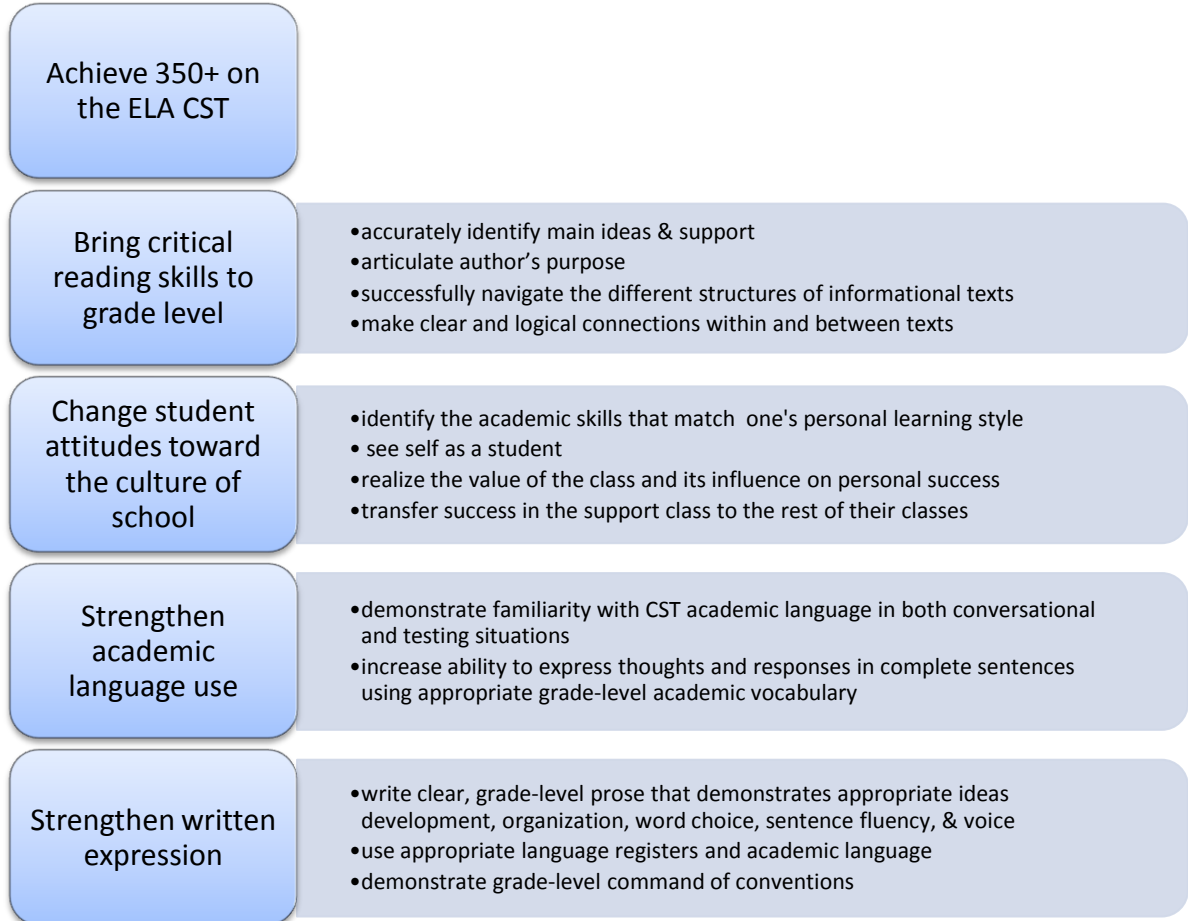
## Pacing Guide for 7th Grade Language Arts Support B & C

### CHARACTERISTICS OF THE SUPPORT CLASS

Each support class must meet these basic expectations:

- Cover the same grade-level standards as the core ELA pacing guide and stay on pace with Core ELA within each three-week unit; follow the set weekly structure (see p. 4)
- Provide approximately ten minutes of daily “Do Now” instruction and review in the standards for written and oral language conventions (using McDougall-Littell’s Daily Language Skill Builders or any of the “DLR” sources listed in the Supplemental Materials section of the course description).
- Provide approximately twenty minutes of daily structured verbal and written interaction with academic vocabulary of the standards being covered; utilize Kate Kinsella’s research-based vocabulary instructional routine.
- Provide approximately twenty daily minutes to identify and addresses student obstacles to mastery through re-teaching, skills instruction, and extended practice for key standards
  - misconceptions
  - missing prerequisite skills
  - lack of understanding of variations
  - incomplete understanding of prerequisite academic vocabulary
  - lack of application skills
- Provide regular (weekly) tutorial session for modeling and practice of the habits, skills, and strategies necessary for success in school.
- Coordinate with Core through regular (weekly, if possible) collaboration between core & support teachers. This time is protected from interruptions or scheduling conflicts.
- Use a common assessment for each standard to gauge student mastery and inform instruction.

### GOALS OF THE ELA SUPPORT CLASS



## Pacing Guide for 7th Grade Language Arts Support

### Semester 1—Benchmark Period 1

#### Weeks 1-3:

Standards Taught	Academic Vocabulary Development	Standards Support Resources
<p>CLASSROOM ORGANIZATION                      STRATEGIES AND SET-UP                      RW 1.2 ROOTS &amp; AFFIXES                      RW 1.3 CONTEXT CLUES                      RL 3.2 EVENTS THAT ADVANCE PLOT                      RL 3.3 CHARACTERIZATION                      RL 3.4 RECURRING THEMES</p>	<p>Week 1:</p> <ul style="list-style-type: none"> <li>• analyze</li> <li>• describe</li> </ul> <p>Week 2:</p> <ul style="list-style-type: none"> <li>• illustrate</li> <li>• narrator</li> </ul> <p>Week 3:</p> <ul style="list-style-type: none"> <li>• most likely</li> <li>• characterization</li> </ul>	<p><b>Teach procedures</b></p> <ul style="list-style-type: none"> <li>• Do Now routine</li> <li>• Vocabulary lesson &amp; student interactions</li> <li>• Tutorials</li> </ul> <p><b>RL 3.3</b></p> <ul style="list-style-type: none"> <li>• Universal Access Resource Book—pp. 6.21-6.22; 1.13; 2.33-2.38</li> <li>• Bridges To Literature (Red) Skill Builder Workbook —p. 16</li> <li>• <i>Bridges To Literature</i> (Red)—“Goodbye Falcon”, p. 126 (TE p. 186)</li> </ul>
Student Objectives		
<p><sup>51</sup>                      RL 3.3 SWBAT:</p> <ul style="list-style-type: none"> <li>• ANALYZE CHARACTERS’ THOUGHTS, WORDS, ACTIONS, AND NARRATOR’S DESCRIPTION</li> </ul>		

## Pacing Guide for 7th Grade Language Arts Support

### Semester 1—Benchmark Period 1

#### Weeks 4-6:

Standards Taught	Academic Vocabulary Development	Standards Support Resources
RW 1.2 ROOTS & AFFIXES RW 1.3 CONTEXT CLUES RL 3.5 POINT OF VIEW WC 1.3 GRAMMAR WC 1.4 PUNCTUATION WA 2.1 FICTIONAL/AUTOBIOGRAPHICAL NARRATIVE	Week 4: <ul style="list-style-type: none"> <li>• contrast</li> <li>• point of view</li> </ul> Week 5: <ul style="list-style-type: none"> <li>• subjective</li> <li>• objective</li> </ul> Week 6: <ul style="list-style-type: none"> <li>• affect</li> <li>• theme of work</li> </ul>	RL 3.5 <ul style="list-style-type: none"> <li>• Universal Access Resource Book—pp. 6.26-6.28; 1.13</li> <li>• <i>Bridges To Literature</i> (Red)—“Victor”, p. 174 (TE p. 244)</li> </ul> WA 2.1 <ul style="list-style-type: none"> <li>• Universal Access Resource Book—pp. 6.37</li> <li>• Language of Literature—review pp. 324-328</li> <li>• Writing Transparencies—p. 19</li> </ul>
Student Objectives		
58 RL 3.5 SWBAT: <ul style="list-style-type: none"> <li>• IDENTIFY THE NARRATOR IN A PIECE OF WRITING</li> <li>• UNDERSTAND AND STATE HOW THE NARRATOR'S UNIQUE POINT OF VIEW REVEALS THE STORY AND INFLUENCES THE MESSAGE OR THEME</li> </ul> WA 2.1 SWBAT <ul style="list-style-type: none"> <li>• WRITE NARRATIVES BASED ON FICTION OR REAL OCCURRENCES.</li> <li>• TELL/WRITE A STORY THAT DEVELOPS AND SOLVES A PROBLEM</li> </ul>		

## Pacing Guide for 7th Grade Language Arts Support

### Semester 1—Benchmark Period 2

Standards Assessed
RW 1.1 FIGURATIVE LANGUAGE WS 1.1 ORGANIZATION & TRANSITIONS WC 1.3 GRAMMAR: SUBJECT & PREDICATE RW 1.3 DEFINITION & RESTATEMENT

### Weeks 7-9:

Standards Taught	Academic Vocabulary Development	Standards Support Resources
RW 1.1 FIGURATIVE LANGUAGE RW 1.3 DEFINITION & RESTATEMENT	Week 7: <ul style="list-style-type: none"> <li>• identify</li> <li>• irony</li> </ul> Week 8: <ul style="list-style-type: none"> <li>• define</li> <li>• restate</li> </ul> Week 9: <ul style="list-style-type: none"> <li>• clarify</li> <li>• passage</li> </ul>	<b>RW 1.1</b> <ul style="list-style-type: none"> <li>• Universal Access Resource Book—pp. 6.3</li> <li>• Writing Transparencies—p. 17</li> <li>• Literary Analysis Transparencies—p. 19</li> </ul> <b>RW 1.3</b> <ul style="list-style-type: none"> <li>• Universal Access Resource Book—pp. 6.5-6.6</li> <li>• Vocabulary And Spelling Book—pp. 7-10</li> <li>• Reading Toolkit—pp. G1-G3</li> <li>• <b>Bridges To Literature</b> (Red)—“The Day The Sun Came Out” p. 14 (TE p. 26)</li> <li>• <b>Bridges To Literature</b> (Red)—“Trapped By Fear” p. 72 (TE p. 108)</li> <li>• Grammar Usage And Mechanics—pp. 148-162</li> </ul>
<b>Student Objectives</b>		
<u>RW 1.1 SWBAT:</u> • IDENTIFY FIGURATIVE LANGUAGE IN PROSE AND POETRY		
<u>RW 1.3 SWBAT</u> • UNDERSTAND AND DEFINE VOCABULARY USING CONTEXT CLUES IN TEXT		

## Pacing Guide for 7th Grade Language Arts Support

### Semester 1—Benchmark Period 2

#### Weeks 10-12:

Standards Taught	Academic Vocabulary Development	Standards Support Resources
RW 1.2 ROOTS RW 1.3 DEFINITION & RESTATEMENT WS 1.1 ORGANIZATION & TRANSITIONS WS 1.7 REVISION & WORD CHOICE WC 1.3 GRAMMAR: SUBJECT & PREDICATE WC 1.4 PUNCTUATION WA 2.2 RESPONSE TO LITERATURE	Week 10: <ul style="list-style-type: none"> <li>• unify</li> <li>• transition</li> </ul> Week 11: <ul style="list-style-type: none"> <li>• organizational structure</li> <li>• effectively</li> </ul> Week 12: <ul style="list-style-type: none"> <li>• phrase</li> <li>• balances</li> </ul>	<b>WS 1.1</b> <ul style="list-style-type: none"> <li>• Universal Access Resource Book—p. 6.30</li> <li>• Writing Transparencies—pp. 24, 34</li> <li>• Daily 6-Trait Writing—Unit 2: Organization (pp. 40 – 69)</li> </ul> <b>WS 1.7 (Note: will be covered again Sem 2 Wks 4-6)</b> <ul style="list-style-type: none"> <li>• Universal Access Resource Book—p. 6.36</li> <li>• Writing Transparencies—pp. 9, 10, 11, 15</li> <li>• CST Released Test Questions</li> <li>• Daily 6-Trait Writing—Unit 3: Word Choice (pp. 70 – 99)</li> <li>• Unit 4: Sentence Fluency (pp. 100 – 129)</li> </ul> <b>WA 2.2</b> <ul style="list-style-type: none"> <li>• Universal Access Resource Book—p. 6.4</li> <li>• Writing Transparencies—mini- lesson pp. 51 – 52, p. 26</li> </ul>
Student Objectives		
<u>WS 1.1 &amp; 1.7 SWBAT:</u> ● CREATE AN ORGANIZATIONAL STRUCTURE ● USE TRANSITIONS BETWEEN SENTENCES ● USE TRANSITIONS THAT UNIFY IMPORTANT IDEAS ● CHECK THE LOGIC OF IDEAS ● CHECK PRECISION OF VOCABULARY  <u>WA 2.2 SWBAT:</u> ● DEVELOP AND ORGANIZE CLEAR IDEAS SHOWING UNDERSTANDING AND INSIGHT OF A TEXT ● JUSTIFY INTERPRETATIONS BY USE OF EXAMPLES AND TEXTUAL EVIDENCE		

## Pacing Guide for 7th Grade Language Arts Support

### Semester 1—Benchmark Period Final (EOS)

Standards Assessed	
RW 1.2 ROOTS RW 1.3 CONTEXT CLUES: EXAMPLE & CONTRAST RC 2.1 STRUCTURE & PURPOSE OF TEXT RC 2.2 LOCATE INFORMATION	WC 1.3 GRAMMAR: PARTS OF SPEECH, SENTENCE STRUCTURE, SENTENCE TYPES WC 1.4 MECHANICS OF WRITING WC 1.5 PUNCTUATION

### Weeks 13-15:

Standards Taught	Academic Vocabulary Development	Standards Support Resources
RC 2.1 STRUCTURE & PURPOSE OF TEXT RC 2.2 LOCATE INFORMATION WC 1.3 GRAMMAR: PARTS OF SPEECH  <b>Student Objectives</b>  RC 2.1 SWBAT: <ul style="list-style-type: none"> <li>IDENTIFY THE DIFFERENT FORMS OF INFORMATIONAL MATERIALS</li> <li>UNDERSTAND USE AND PURPOSE OF INFORMATIONAL DOCUMENTS</li> </ul> RC 2.2 SWBAT: <ul style="list-style-type: none"> <li>LOCATE SPECIFIC INFORMATION IN TEXT</li> </ul> WC 1.3 SWBAT: <ul style="list-style-type: none"> <li>IDENTIFY STRUCTURE OF SENTENCES</li> <li>IDENTIFY TYPES OF SENTENCES</li> <li>IDENTIFY: NOUN, VERB, PREPOSITION, ADJECTIVES IN A SENTENCE.</li> </ul>	Week 13: <ul style="list-style-type: none"> <li>identify</li> <li>represents</li> </ul> Week 14: <ul style="list-style-type: none"> <li>part of speech</li> <li>type of sentence</li> </ul> Week 15: <ul style="list-style-type: none"> <li>grammar</li> <li>content area vocabulary</li> </ul>	RC 2.1 <ul style="list-style-type: none"> <li>Universal Access Resource Book—p. 6.7</li> </ul> RC 2.2 <ul style="list-style-type: none"> <li>Universal Access Resource Book—p. 6.8</li> </ul> WC 1.3 <ul style="list-style-type: none"> <li>Universal Access Resource Book—pp. 6.48; 3.1-3.93</li> <li>Easy Grammar (re-teach topic based on collaboration with Core)</li> </ul>

## Pacing Guide for 7th Grade Language Arts Support

### Semester 1—Benchmark Period Final (EOS)

#### Weeks 16-18:

Standards Taught	Academic Vocabulary Development	Standards Support Resources
<p><u>Review for finals</u></p> <p>RW 1.2 ROOTS            RW 1.3 CONTEXT CLUES:            WC 1.4 PUNCTUATION            WC 1.3 GRAMMAR: PARTS OF SPEECH, SENTENCE STRUCTURE, SENTENCE TYPES</p>	<p>Week 16:</p> <ul style="list-style-type: none"> <li>• formed</li> <li>• contains</li> </ul> <p>Week 17:</p> <ul style="list-style-type: none"> <li>• demonstrate</li> <li>• appropriate</li> </ul> <p>Week 18:</p> <ul style="list-style-type: none"> <li>• compare</li> <li>• refer</li> </ul>	<p>Review of any concept (s) students are not mastering or barely mastering</p> <ul style="list-style-type: none"> <li>• informed by common assessments</li> <li>• dependent on grade-level collaboration with Support and Core ELA teachers</li> </ul>
Student Objectives		
<p><del>SW</del>BAT:            TO BE DETERMINED.</p> <ul style="list-style-type: none"> <li>• REVIEW &amp; RE-TEACH STANDARDS TAUGHT DURING 1A AND 1B; FOCUS ON AREAS OF GREATEST NEED</li> <li>• REVIEW FOR EOS TEST</li> <li>• REVIEW CHARACTERIZATION, POINT OF VIEW, ETC. WITH ACHRISTMAS CAROL</li> </ul>		

## Pacing Guide for 7th Grade Language Arts Support

### Semester 2—Benchmark Period 3

Standards Assessed
RC.2.4 AUTHOR'S ARGUMENT RC.2.6 SUPPORTING EVIDENCE WS.1.1 ORGANIZATION & TRANSITIONS WS.1.7 REVISION & WORD CHOICE WA.2.4 PERSUASIVE COMPOSITION

### Weeks 1-3:


Standards Taught	Academic Vocabulary Development	Standards Support Resources
RC.2.4 AUTHOR'S ARGUMENT RC.2.6 SUPPORTING EVIDENCE WA.2.4 PERSUASIVE WRITING	Week 1: <ul style="list-style-type: none"> <li>author's argument</li> <li>primary intent</li> </ul> Week 2: <ul style="list-style-type: none"> <li>argument</li> <li>claim</li> </ul> Week 3: <ul style="list-style-type: none"> <li>assess</li> <li>support</li> </ul>	RC.2.4 <ul style="list-style-type: none"> <li><i>Universal Access Resource Book</i>—p. 6.10</li> <li><i>Bridges To Literature (Red)</i>—"Jaime Escalante: Math Teacher" p. 298 (TE p. 418)</li> <li><i>Bridges To Literature (Red)</i>—"Chief Joseph Of The Nez Perce" p. 314 (TE p. 442)</li> </ul> RC.2.6 <ul style="list-style-type: none"> <li><i>Universal Access Resource Book</i>—p. 6.12</li> <li><i>Critical Reading Transparencies</i>—p. 28</li> </ul> WA.2.4 <ul style="list-style-type: none"> <li><i>Universal Access Resource Book</i>—p. 6.42</li> <li><i>Writing Transparencies</i>—pp. 27 (Opinion Statement), 33 (Problem-Solution Essay)</li> </ul>
<b>Student Objectives</b>		
RC.2.4 SWBAT: <ul style="list-style-type: none"> <li>IDENTIFY THE AUTHOR'S ARGUMENT</li> </ul> RC.2.6 SWBAT: <ul style="list-style-type: none"> <li>FIND EVIDENCE THE AUTHOR USES TO SUPPORT AN ARGUMENT</li> <li>EVALUATE THE QUALITY OF EVIDENCE USED</li> </ul> WA.2.4 SWBAT: <ul style="list-style-type: none"> <li>STATE A CLEAR POSITION OR PERSPECTIVE ON A TOPIC</li> <li>DESCRIBE POINTS IN SUPPORT OF A PROPOSITION USING WELL-ARTICULATED EVIDENCE</li> <li>ANTICIPATE AND ADDRESS COUNTERARGUMENTS</li> </ul>		



## Pacing Guide for 7th Grade Language Arts Support

### Semester 2—Benchmark Period 3

#### Weeks 4-6:

Standards Taught	Academic Vocabulary Development	Standards Support Resources
RW 1.2 ROOTS RW 1.3 CONTEXT CLUES WS 1.1 ORGANIZATION & TRANSITIONS WS 1.7 REVISION & WORD CHOICE WC 1.4 PUNCTUATION STATE WRITING STANDARDS TEST REVIEW	Week 4: <ul style="list-style-type: none"> <li>• revise</li> <li>• improve</li> </ul> Week 5: <ul style="list-style-type: none"> <li>• state (verb),</li> <li>• word choice</li> </ul> Week 6: <ul style="list-style-type: none"> <li>• logic (logical),</li> <li>• precise</li> </ul>	<b>WS 1.7 (Note: covered previously Sem 1 Wks 10-12)</b> <ul style="list-style-type: none"> <li>• Universal Access Resource Book—p. 6.36</li> <li>• Writing Transparencies—pp. 9, 10, 11, 15</li> <li>• CST Released Test Questions</li> <li>• Daily 6-Trait Writing—review Unit 3: Word Choice (pp. 70 – 99) Unit 4: Sentence Fluency (pp. 100 – 129)</li> </ul>
Student Objectives		
<b>WS 1.7 SWBAT:</b>  REVISE WRITING TO IMPROVE WORD CHOICE CHECK THE LOGIC OF IDEAS IN A STUDENT ESSAY CHECK THE PRECISION OF VOCABULARY IN A STUDENT ESSAY REVISE WRITING TO IMPROVE ORGANIZATION		

## Pacing Guide for 7th Grade Language Arts Support

### Semester 2—Benchmark Period 4

Standards Assessed	
RC.2.5 TECHNICAL DIRECTIONS	WS 1.3 NOTE TAKING & OUTLINES
WC 1.3 VERBS, ADVERBS, PRONOUNS, CONJUNCTIONS, INTERJECTIONS, ARTICLES	WS 1.4 RESEARCH QUESTIONS

### Weeks 7-9:

Standards Taught	Academic Vocabulary Development	Standards Support Resources
Review for 7th grade State Writing Exam WC 1.3 GRAMMAR: PARTS OF SPEECH RC 2.2 LOCATE INFORMATION RC. 2.5 FOLLOW TECHNICAL DIRECTIONS	Week 7: <ul style="list-style-type: none"> <li>• observe</li> <li>• which of the following</li> </ul> Week 8: <ul style="list-style-type: none"> <li>• according to</li> <li>• impose</li> </ul> Week 9: <ul style="list-style-type: none"> <li>• strategies</li> <li>• outline</li> </ul>	RC 2.2 <ul style="list-style-type: none"> <li>• Universal Access Resource Book—p. 6.8 (Repeated from Sem 1 wks 13-15)</li> </ul> RC 2.5 <ul style="list-style-type: none"> <li>• Universal Access Resource Book—p. 6.11</li> </ul>
<b>Student Objectives</b>		
WPC 1.3 SWBAT: <ul style="list-style-type: none"> <li>• IDENTIFY ALL PARTS OF SPEECH</li> <li>• IDENTIFY THE FOUR TYPES OF SENTENCES</li> <li>• IDENTIFY THE STRUCTURE OF SENTENCES</li> </ul> RC.2.2 SWBAT: <ul style="list-style-type: none"> <li>• LOCATE INFORMATION USING CONSUMER, WORKPLACE, AND PUBLIC DOMAINS</li> </ul> RC.2.5 SWBAT: <ul style="list-style-type: none"> <li>• FOLLOW DIRECTIONS TO USE A MECHANICAL DEVICE</li> <li>• IDENTIFY THE STEPS TO FOLLOW WHEN READING TECHNICAL DIRECTIONS</li> </ul>		

## Pacing Guide for 7th Grade Language Arts Support

### Semester 2—Benchmark Period 4

#### Weeks 10-12:

Standards Taught	Academic Vocabulary Development	Standards Support Resources
<p>WS 1.3 NOTE TAKING &amp; OUTLINING                      WS 1.4 RESEARCH QUESTIONS                      WA 2.5 SUMMARY</p>	<p>Week 10:</p> <ul style="list-style-type: none"> <li>• summarize</li> <li>• evaluate</li> </ul> <p>Week 11:</p> <ul style="list-style-type: none"> <li>• develop</li> <li>• inquiry</li> </ul> <p>Week 12:</p> <ul style="list-style-type: none"> <li>• significant</li> <li>• reflect</li> </ul>	<p><b>WS 1.3</b></p> <ul style="list-style-type: none"> <li>• Universal Access Resource Book—p. 6.32</li> <li>• Writing Transparencies—pp. 49, 51, 54</li> </ul> <p><b>WS 1.4</b></p> <ul style="list-style-type: none"> <li>• Universal Access Resource Book—p. 6.33</li> <li>• Writing Transparencies—pp. 12, 40</li> </ul> <p><b>WA 2.5</b></p> <ul style="list-style-type: none"> <li>• Universal Access Resource Book—p. 6.43</li> <li>• Writing Transparencies—review pp. 51 – 52</li> </ul>
Student Objectives		
<p><u>WS 1.3 SWBAT:</u></p> <ul style="list-style-type: none"> <li>• TAKE NOTES</li> <li>• SUMMARIZE PASSAGES</li> <li>• ORGANIZE AND OUTLINE IDEAS TO CREATE COMPOSITIONS</li> </ul>		
<p><u>WS 1.4 SWBAT:</u></p> <ul style="list-style-type: none"> <li>• FORMULATE QUESTIONS THAT LEAD TO EFFECTIVE RESEARCH</li> <li>• EVALUATE THE EFFECTIVENESS OF QUESTIONS THAT ADDRESS A TOPIC</li> </ul>		
<p><u>WA 2.5 SWBAT:</u></p> <p>WRITE SUMMARIES OF READING MATERIALS</p>		

## Pacing Guide for 7th Grade Language Arts Support

### Semester 2—Benchmark Period Final

Standards Assessed	
WS 1.3 NOTE TAKING & OUTLINING	RC 2.4 AUTHOR'S ARGUMENT
WS 1.4 RESEARCH QUESTIONS	RC 2.6 SUPPORTING EVIDENCE
WC 1.3 GRAMMAR: PARTS OF SPEECH	WS 1.1 ORGANIZATION & TRANSITIONS
RC 2.2 LOCATE INFORMATION	WS 1.7 REVISION & WORD CHOICE
RC. 2.5 FOLLOW TECHNICAL DIRECTIONS	RW 1.2 ROOTS
WC 1.7 SPELLING	RW 1.3 CONTEXT CLUES
ALL PREVIOUS KEY STANDARDS	WC 1.4 PUNCTUATION

### Weeks 13-15:

Standards Taught	Academic Vocabulary Development	Standards Support Resources
CST REVIEW BOOK STUDY OR POETRY UNIT; REVIEW: RW 1.1 FIGURATIVE LANGUAGE RL 3.0 LITERATURE STUDY 8 STANDARDS WC 1.7 SPELLING	Week 13: <ul style="list-style-type: none"> <li>predict</li> </ul> Week 14: <ul style="list-style-type: none"> <li>include</li> </ul> Week 15: <ul style="list-style-type: none"> <li>figurative</li> </ul>	<b>WC 1.7</b> <ul style="list-style-type: none"> <li>Universal Access Resource Book—p. 6.51</li> <li>Vocabulary And Spelling Book—p. 87</li> </ul>
Student Objectives		
CST PREPARATION REVIEW <u>WC 1.7 SWBAT:</u> <ul style="list-style-type: none"> <li>APPLY SPELLING RULES AND RULES OF COMBINING AFFIXES AND BASES</li> </ul>		

## Pacing Guide for 7th Grade Language Arts Support

### Semester 2—Benchmark Period Final

#### Week 16-end:

Standards Taught	Academic Vocabulary Development	Standards Support Resources
<p>BOOK STUDY OR POETRY UNIT; REVIEW:                      RW 1.1 FIGURATIVE LANGUAGE                      ○ RL 3.0 LITERATURE STUDY STANDARDS</p> <p>POETRY STUDY OR NOVEL STUDY</p>	<p>Week 16:</p> <ul style="list-style-type: none"> <li>• determine</li> </ul> <p>Week 17:</p> <ul style="list-style-type: none"> <li>• evidence</li> </ul> <p>Week 18:</p> <ul style="list-style-type: none"> <li>• literal</li> </ul>	<p>Review of any concept (s) students are not mastering or barely mastering</p> <ul style="list-style-type: none"> <li>• informed by common assessments</li> <li>• dependent on grade-level collaboration with Support and Core ELA teachers</li> </ul>
Student Objectives		
<p>88</p> <p>SWBAT                      TO BE DETERMINED BY TEACHER</p> <ul style="list-style-type: none"> <li>• RW 1.1</li> <li>• SELECTED RL STANDARDS</li> <li>• SELECTED WS &amp; WA STANDARDS</li> </ul>		

# Middle School Course Description for 8<sup>th</sup> Grade Language Arts Support A

**Course Title:** 8<sup>th</sup> Grade Language Arts Support

**Curricular Area:** English-Language Arts

**Course Number:**

**Length:** One year

- **Support A**—ELA8SA
- **Support B**—ELA8SB
- **Support C**—ELA8SC

**Grade Level:** 8

**Prerequisites:** Placement according to multiple measures

## Course Description

The Language Arts Support class is designed for strategic students—those who are below grade level anywhere from “just a bit” to just under two years. The main purpose of the course is for its students to master the ELA content standards as evidenced by proficient performance on the ELA CST. In addition, students are challenged to strengthen their critical reading skills, written expression, and use of academic vocabulary.

In Support, students will receive instruction on the same ELA standards that are covered in their Core ELA class, but with additional emphasis on prerequisite skill development, modeling, and practice. The pacing of the support class is tied closely with students’ Core ELA class, yet it follows a weekly structure in which students learn specific academic vocabulary, focus on the ELA standards which are most challenging to master, and develop skills essential for success in school.

Language Arts Support is delivered to three different student groups to meet their specific needs:

### Support A

Student: ELLs either just or just about to be re-designated

Support need: focus on building fluency with academic vocabulary and language functions

### Support B

Student: English-only; “fossilized” in the high Below Basic to mid Basic range

Support need: re-teaching and focused emphasis on ELA standards to overcome their obstacles to mastery

### Support C

Student: English-only; completed up to two years of intensive instruction before seventh grade

Support need: continued monitoring and support to catch up with grade-level standards

## Alignment

This course is aligned to the California Content Standards for English Language Arts.

## Instructional Materials

All current adoption materials approved by the School Board, June 2002.

### Required Textbook(s)

- *The Language of Literature: Grade 8.* McDougal Littell, 2002.

### Supplemental Materials

- *Bridges to Literature.* McDougal Littell, 2002.
- *Academic Vocabulary Toolkit 2.* Kinsella, Kate. National Geographic Learning, 2013.

- *California Bellwork: Reading-Language Arts Level 8.* [Bellwork Enterprises](#).
- *Critical Reading: Deep Reading Strategies for Expository Texts.* [AVID](#), 2009.
- *Daily Language Review: Grade 8.* Evan Moore Publishing, 2010. ISBN 978-1-60823-657-2.

- *Easy Grammar Plus (Teacher Edition).* Phillips, Wanda. Isha Enterprises, 1995. ISBN 978-0-936981-13-0.
- *Standardized Test Practice: Writing: Grades 5-6.* Priestly, Michael. Scholastic Teaching Resources, 2008. ISBN 978-0545064026.

# Middle School Course Description for 8<sup>th</sup> Grade Language Arts Support A

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**Exit Criteria: Support A**

<u>Activities</u>	<u>Percentage</u>
Assessments (including tests, essays, projects, etc.).....	45%
Academic Language Classwork.....	25%
Standards Support Classwork.....	15%
Tutorials Classwork.....	15%
<b>Total</b>	<b>100%</b>

**Development Team:**

This Course Description and pacing guide was updated in 2012 by: Daniel Buczkowski, Matt Crispin, David Doughton, Kelly Gudgeon, Jeremiah Lack, Jennifer Phaller, Michelle Scribner, & Carol Smith; with assistance from Bertha Arreguin, Sheila Martinelli, Mary Beth Richardson, & Kristi Ward

## Instruction Guide for 8<sup>th</sup> Grade Language Arts Support A

### Learning Experiences and Instruction:

Teachers utilize the Direct Instruction model to introduce new skills and concepts that are essential to the grade level content standards, then reinforce and develop those skills each quarter with the goal of bringing students to mastery by the end of the fourth quarter. All *Instruction* will be based on the “I do, We do, You do” scaffolding model with an emphasis on individual differentiation as needed. Teachers will use a variety of the following:

- Inquiry-based learning
- Engaged reading opportunities
- Think-pair-share
- Reciprocal teaching
- Cloze reading & writing
- Guided reading & writing
- Cognitive modeling
- Questioning strategies
- Graphic organizers/concept attainment
- Student-led groups/ peer pairing
- Metacognitive learning: self-regulation, goal-setting, self-monitoring, and self-questioning

### Support for English Language Learners:

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

### Support for Special Education Students:

- *Instructional* Aide assistance
- Audio & visual aids
- Individualized academic instruction
- Modified assignments
- Modified texts
- Testing accommodations
- Flexible grouping
- Tutoring (peer & teacher)
- Computer-Guided Instruction

### Stretching the Lesson for GATE Students:

Independent study supplemented with mentoring/tutoring  
 Depth & Complexity icons  
 Enriched materials and learning experiences

<end>



## Pacing Guide for 8th Grade Language Arts Support A

### Introduction: PACING GUIDE

The Language Arts Support class is a *supplement* to the seventh grade Core English-Language Arts (ELA) class. In this second period of ELA, the goal is to provide focused *Instruction* for struggling students in two areas: 1) academic language interaction and 2) ELA standards support.

Each support class, regardless of its teacher, will support the ELA standards at the same pace as the Core ELA pacing guide, and will follow the same weekly structure:

### WEEKLY CLASS STRUCTURE

	<b>Do Now</b>	<b>Vocabulary Support Academic Vocabulary Toolkit 2</b> 20 minutes	<b>ELA Standards Support</b> 20 minutes	
<b>Monday</b>	Daily <b>Do Now</b> —maximum of 10 minutes Daily Language Review (DLR), or Language Skill Builders, or CST RTQ practice	<b>Academic Vocabulary Toolkit (AVT)</b> —day one of the week’s first focus academic vocabulary word	Standards Support <ul style="list-style-type: none"> <li>• first priority</li> <li>• focus: standards assessed on benchmarks &amp; common assessment results</li> <li>• follow core pacing guide</li> <li>• identifies &amp; addresses obstacles to mastery</li> </ul> Skills Support <ul style="list-style-type: none"> <li>• second priority</li> <li>• skills from standards not assessed</li> <li>• critical reading strategies</li> </ul> Standards/skills Extension <ul style="list-style-type: none"> <li>• if time</li> <li>• reading, writing, speaking, &amp; listening instruction &amp; activities that extend core instruction.</li> </ul>	
<b>Tuesday</b>		<b>AVT</b> —day two of the week’s first focus academic vocabulary word		
<b>Wednesday</b>		Tutorial—“AVID Lite” Procedure <ul style="list-style-type: none"> <li>• Grouped according to math class</li> <li>• Tutored on any class (not just ELA)</li> <li>• Question-driven</li> <li>• Students answer each other’s questions to better understand class work &amp; concepts</li> <li>• Binder check/organization</li> <li>• “Clean out your backpack”</li> </ul>		
<b>Thursday</b>		<b>AVT</b> —day one of the week’s second focus academic vocabulary word		Standards Support <ul style="list-style-type: none"> <li>• first priority</li> <li>• focus: standards assessed on benchmarks &amp; common assessment results</li> <li>• follow core pacing guide</li> <li>• identifies &amp; addresses obstacles to mastery</li> </ul> Skills Support <ul style="list-style-type: none"> <li>• second priority</li> <li>• skills from standards not assessed</li> <li>• critical reading strategies</li> </ul> Standards/skills Extension <ul style="list-style-type: none"> <li>• if time</li> <li>• reading, writing, speaking, &amp; listening instruction &amp; activities that extend core instruction.</li> </ul>
<b>Friday</b>		<b>AVT</b> —day two of the week’s second focus academic vocabulary word		

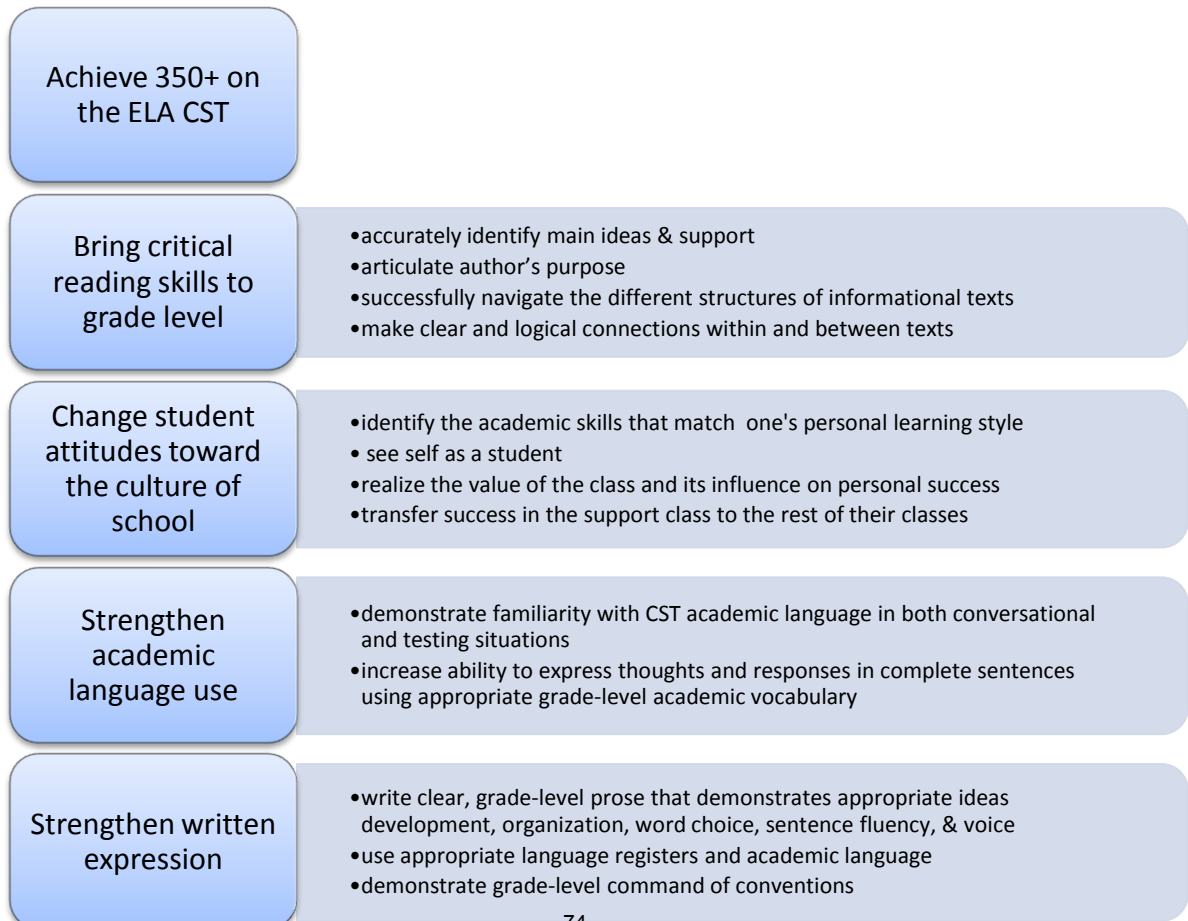
# Pacing Guide for 8th Grade Language Arts Support A

## CHARACTERISTICS OF THE SUPPORT CLASS

Each support class must meet these basic expectations:

- Cover the same grade-level standards as the core ELA pacing guide and stay on pace with Core ELA within each three-week unit; follow the set weekly structure (see p. 4)
- Provide approximately ten minutes of daily “Do Now” instruction and review in the standards for written and oral language conventions (using McDougall-Littell’s Daily Language Skill Builders or any of the “DLR” sources listed in the Supplemental Materials section of this course description).
- Provide approximately twenty minutes of daily structured verbal and written interaction using Kate Kinsella’s **Academic Vocabulary Toolkit Volume 2**. Although this Pacing Guide suggests that the class progress through the AVT in its sequential/alphabetical order, the teacher has the latitude to change that order to meet the vocabulary demands of the students’ Core ELA & content area curricula.
- Provide approximately twenty daily minutes to identify and addresses student *Obstacles to mastery* through re-teaching, skills *Instruction*, and extended practice for key standards
  - misconceptions
  - missing prerequisite skills
  - lack of understanding of variations
  - incomplete understanding of prerequisite academic vocabulary
  - lack of application skills
- Provide regular (weekly) tutorial session for modeling and practice of the habits, skills, and strategies necessary for success in school.
- Coordinate with Core through regular (weekly, if possible) collaboration between core & support teachers. This time is protected from interruptions or scheduling conflicts.
- Use a common assessment for each standard to gauge student mastery and inform *Instruction*.

## GOALS OF THE ELA SUPPORT CLASS



Colton Joint Unified School District Course of Study  
**Pacing Guide for 8th Grade Language Arts Support A**

**Semester 1—Benchmark Period 1**

Standards Assessed
RW 1.3 context clues, patterns RL 3.2 evaluate plot
WC 1.4 grammar: correct use WC 1.5 punctuation & capitalization

**Weeks 1-3:**

Standards Taught	Academic Vocabulary Development**	Standards Support Resources
RW 1.3 context clues, patterns RL 3.2 evaluate plot RL 3.3 character motivations RL 3.4 mood & tone WC 1.4 grammar: correct use WC 1.5 punctuation & capitalization	Week 1 Focus Words: <ul style="list-style-type: none"> <li>• acquire</li> <li>• adapt</li> </ul> Week 2 Focus Words: <ul style="list-style-type: none"> <li>• adjust</li> <li>• affect</li> </ul> Week 3 Focus Words: <ul style="list-style-type: none"> <li>• alter</li> <li>• alternative</li> </ul>	<b>Teach procedures</b> <ul style="list-style-type: none"> <li>• Do Now routine</li> <li>• Vocabulary lesson &amp; student interactions</li> <li>• Tutorials</li> </ul> <b>RL 3.2</b> <ul style="list-style-type: none"> <li>• Universal Access Resource Book—pp. 2.23 – 2.24</li> <li>• Language of Literature support                             <ul style="list-style-type: none"> <li>○ “Raymond’s Run”—p. 1.8</li> <li>○ “Stop the Sun”—p. 1.9</li> <li>○ “Monkey’s Paw”—p. 1.36</li> <li>○ “The Diary of Anne Frank”—p. 1.28</li> </ul> </li> </ul>
Student Support Objectives		
<u>RL.3.2.SWBAT</u> evaluate the elements of plot in a story <ul style="list-style-type: none"> <li>• determine which conflicts are or aren’t addressed and resolved.</li> </ul>		

\*\*A note about focus word order & pacing...

**Order**

- This Pacing Guide suggests that the class progress through the **AVT** in its sequential/alphabetical order
- The teacher may change that order to meet the vocabulary demands of the students’ Core ELA & content area curricula.

**Pacing**

- The AVT covers 100 academic terms, yet this pacing guide includes only 72.
- Dr. Kinsella suggests that the class allot two days per word.
- The teacher may adapt the pacing to students’ facility with each word and their familiarity with the instructional routine.

Colton Joint Unified School District Course of Study  
**Pacing Guide for 8th Grade Language Arts Support A**

**Semester 1—Benchmark Period 1**

**Weeks 4-6:**

<b>Standards Taught</b>	<b>Academic Vocabulary Development**</b>	<b>Standards Support Resources</b>
RL 3.2 evaluate plot RL 3.3 character motivations RL 3.4 mood & tone WC 1.4 grammar: correct use WC 1.5 punctuation & capitalization WA 2.2 Response to Literature Essay	Week 4 Focus Words: <ul style="list-style-type: none"> <li>• approximately</li> <li>• aspect</li> </ul> Week 5 Focus Words: <ul style="list-style-type: none"> <li>• attain</li> <li>• capable</li> </ul> Week 6 Focus Words: <ul style="list-style-type: none"> <li>• bias</li> <li>• biased</li> </ul>	RL 3.3 <i>Support materials</i> <ul style="list-style-type: none"> <li>• Universal Access Resource Book—pp. 2.35 – 2.36</li> </ul> RL 3.4 <i>Support materials</i> <ul style="list-style-type: none"> <li>• Universal Access Resource Book—pp. 2.17 – 2.18</li> <li>• Language Transparencies—pp. 25, 26</li> </ul>
<b>Student Support Objectives</b>		
RL 3.3 SWBAT <ul style="list-style-type: none"> <li>• compare and contrast character motivations and reactions from pieces of literature.</li> </ul> RL 3.4 SWBAT <ul style="list-style-type: none"> <li>• identify how the setting affects the mood and the tone in a story.</li> </ul>		

## Pacing Guide for 8th Grade Language Arts Support A

### Semester 1—Benchmark Period 2

Standards Assessed	
RC.2.2 proposition & support	WS 1.2 coherence
RL 3.7 author's heritage, traditions, attitudes & beliefs	WS 1.3 support for thesis & conclusion
WS 1.1 controlling idea	WS 1.6 revision

### Weeks 7-9:

Standards Taught	Academic Vocabulary Development**	Standards Support Resources
<p>RC.2.2 proposition &amp; support</p> <p>RL 3.7 author's heritage, traditions, attitudes &amp; beliefs</p> <p>WS 1.1 controlling idea</p> <p>WS 1.3 support for thesis &amp; conclusion</p> <p><b>Student Support Objectives</b></p> <p><u>RC.2.2 SWBAT</u></p> <ul style="list-style-type: none"> <li>Identify &amp; explain the proposition of a piece of writing.</li> <li>explain and identify the supporting details of a piece of writing.</li> </ul> <p><u>RL 3.7 SWBAT</u></p> <ul style="list-style-type: none"> <li>identify how the heritage, traditions, attitudes, and beliefs of its author are reflected in their writing.</li> </ul> <p><u>WS 1.1 SWBAT</u></p> <ul style="list-style-type: none"> <li>write a thesis statement.</li> <li>write a conclusion statement.</li> </ul> <p><u>WS 1.3 SWBAT</u></p> <ul style="list-style-type: none"> <li>support a thesis statement throughout the entire document</li> </ul>	<p>Week 7 Focus Words:</p> <ul style="list-style-type: none"> <li>circumstance</li> <li>claim</li> </ul> <p>Week 8 Focus Words:</p> <ul style="list-style-type: none"> <li>clarify</li> <li>compatible</li> </ul> <p>Week 9 Focus Words:</p> <ul style="list-style-type: none"> <li>communicate</li> <li>communication</li> </ul>	<p><b>RL 3.7</b></p> <p><i>Support materials</i></p> <ul style="list-style-type: none"> <li>Universal Access Resource Book—pp. 6.44 – 6.45</li> <li>Reading and Critical Thinking Transparencies—pp. 8, 13</li> </ul> <p><b>RC 2.2 , WS 1.1, WS 1.3</b></p> <p><i>Obstacles to mastery:</i></p> <ul style="list-style-type: none"> <li>Understanding of the differences between                             <ul style="list-style-type: none"> <li>Proposition</li> <li>Support</li> <li>Thesis</li> <li>Controlling idea</li> </ul> </li> </ul> <p><i>Support materials</i></p> <ul style="list-style-type: none"> <li>Writing Transparencies—pp. 6, 7</li> <li>Language Transparencies—p. 13</li> <li>Universal Access Resource Book—pp. 6.46, 6.48</li> </ul>

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**Semester 1—Benchmark Period 2**

**Weeks 10-12:**

<b>Standards Taught</b>	<b>Academic Vocabulary Development**</b>	<b>Standards Support Resources</b>
WS 1.2 coherence WS 1.3 support for thesis & conclusion WA 2.1 Autobiographical or Fictional Narrative		
<b>Student Support Objectives</b>		
<u>WS 1.2 SWBAT</u> <ul style="list-style-type: none"> <li>• use transitional phrases or transitional words to combine sentences.</li> <li>• combine sentences without changing the original meaning.</li> <li>• use parallel structures within and among paragraphs.</li> </ul>	Week 10 Focus Words: <ul style="list-style-type: none"> <li>• complex</li> <li>• compromise</li> </ul> Week 11 Focus Words: <ul style="list-style-type: none"> <li>• conflict</li> <li>• consume</li> </ul> Week 12 Focus Words: <ul style="list-style-type: none"> <li>• controversial</li> <li>• cooperate</li> </ul>	<u>WS 1.2</u> <i>Support materials</i> <ul style="list-style-type: none"> <li>• CST Released Test Questions</li> <li>• Writing Transparencies—p. 9</li> <li>• Universal Access Resource Book—p. 6.47</li> <li>• WS 1.2 comes with very few support materials, so it's suggested that site teams create or locate them</li> </ul>

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**Semester 1—Benchmark Period Final**

Standards Assessed	
RC.2.2 proposition & support RL 3.2 evaluate plot RL 3.3 compare & contrast characters & conflicts RL 3.4 mood & tone RL 3.7 author's heritage, traditions, attitudes & beliefs	WC 1.3 sentence structure WC 1.4 edit for correct grammar WC 1.5 punctuation & capitalization WC 1.6 spelling WS 1.1 controlling idea WS 1.2 coherence WS 1.3 support for thesis & conclusion WS 1.6 revision WA 2.1 Comparison/Contrast Essay

**Weeks 13-15:**

Standards Taught	Academic Vocabulary Development**	Standards Support Resources
WS 1.1 controlling idea WS 1.2 coherence WS 1.3 support for thesis & conclusion WS 1.6 revision	Week 13 Focus Words: <ul style="list-style-type: none"> <li>• correspond</li> <li>• crisis</li> </ul> Week 14 Focus Words: <ul style="list-style-type: none"> <li>• critical</li> <li>• crucial</li> </ul> Week 15 Focus Words: <ul style="list-style-type: none"> <li>• current</li> <li>• deny</li> </ul>	<p><b>WS 1.6</b>  <i>Support materials</i></p> <ul style="list-style-type: none"> <li>• Universal Access Resource Book—pp. 6.50, 2.55</li> <li>• Universal Access Resource Book—pp. 2.55 – 2.56;</li> <li>• ELD focus</li> <li>• Writing Transparencies—pp. 17, 18, 19, 21</li> </ul>
Student Support Objectives		
Review & re-teach standards taught during 1A and 1B; focus on areas of greatest need WS 1.6 <u>SWBAT</u> <ul style="list-style-type: none"> <li>• Revise writing                             <ul style="list-style-type: none"> <li>○ for word choice.</li> <li>○ using appropriate organizational patterns.</li> <li>○ using a consistent point of view.</li> <li>○ using appropriate transitions between paragraphs</li> </ul> </li> <li>• identify an appositive phrase.</li> </ul>		

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**Semester 1—Benchmark Period Final**

**Weeks 16-18:**

<b>Standards Taught</b>	<b>Academic Vocabulary Development**</b>	<b>Standards Support Resources</b>
<p>Review all standards that need to be re-taught</p>	<p>Week 16 Focus Words:</p> <ul style="list-style-type: none"> <li>• distinguish</li> <li>• element</li> </ul> <p>Week 17 Focus Words:</p> <ul style="list-style-type: none"> <li>• diverse</li> <li>• diversity</li> </ul> <p>Week 18 Focus Words:</p> <ul style="list-style-type: none"> <li>• element</li> <li>• eliminate</li> </ul>	<p>Review of any concept (s) students are not mastering or barely mastering</p> <ul style="list-style-type: none"> <li>• informed by common assessments</li> <li>• dependent on grade-level collaboration with Support and Core ELA teachers</li> </ul>
<p style="text-align: center;"><b>Student Support Objectives</b></p> <p>Review &amp; re-teach standards taught during 1A and 1B; focus on areas of greatest need  <u>WA 2.1.c SWBAT</u></p> <ul style="list-style-type: none"> <li>• write a timed (in-class) descriptive essay that             <ul style="list-style-type: none"> <li>○ compares or contrasts two characters (fictional or “real life”)</li> <li>○ reveals the significance of the characters’ similarities &amp;/or differences</li> <li>○ uses an organizational pattern that makes the comparisons logical and coherent</li> </ul> </li> </ul>		



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**Pacing Guide for 8th Grade Language Arts Support A**

**Semester 2—Benchmark Period 3**

<b>Standards Assessed</b>	
RC.2.5 directions for mechanical device	RC.2.7 unity, coherence, logic

**Weeks 1-3:**

<b>Standards Taught</b>	<b>Academic Vocabulary Development**</b>	<b>Standards Support Resources</b>
RC 2.1 compare and contrast consumer materials RC 2.3 similarities and differences RC 2.5 directions for mechanical device RC.2.7 unity, coherence, logic <hr/> <b>Student Support Objectives</b> RC.2.7 SWBAT ● analyze logic, including <ul style="list-style-type: none"> <li>○ identify author's position</li> <li>○ what contradicts author's supporting points</li> </ul> ● analyze internal consistency, including <ul style="list-style-type: none"> <li>○ What the text does &amp; does not explain</li> </ul> ● analyze structural patterns, including <ul style="list-style-type: none"> <li>○ purpose of including specific details</li> </ul>	Week 1 Focus Words: <ul style="list-style-type: none"> <li>● enable</li> <li>● exclude</li> </ul> Week 2 Focus Words: <ul style="list-style-type: none"> <li>● expand</li> <li>● factual</li> </ul> Week 3 Focus Words: <ul style="list-style-type: none"> <li>● feature</li> <li>● focus</li> </ul>	RC.2.7 <i>Support materials</i> <ul style="list-style-type: none"> <li>● Reading and Critical Thinking Transparencies—pp. 8, 13</li> <li>● Writing Transparencies—p. 8</li> <li>● Universal Access Resource Book—pp. 2.57 – 2.62, 6.21 – 6.23</li> </ul>

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**Semester 2—Benchmark Period 3**

**Weeks 4-6:**

<b>Standards Taught</b>	<b>Academic Vocabulary Development**</b>	<b>Standards Support Resources</b>
RC.2.3 similarities and differences RC.2.4 summary RC.2.7 unity, coherence, logic WA 2.6 Technical Document <hr/> <b>Student Support Objectives</b> <hr/> RC.2.4 SWBAT <ul style="list-style-type: none"> <li>• determine that a summary captures the main idea of a piece of writing.</li> <li>• identify proper or improper support of the main idea in a document.</li> </ul>	Week 4 Focus Words: <ul style="list-style-type: none"> <li>• function</li> <li>• fundamental</li> </ul> Week 5 Focus Words: <ul style="list-style-type: none"> <li>• generalization</li> <li>• imply</li> </ul> Week 6 Focus Words <ul style="list-style-type: none"> <li>• infer</li> <li>• inference</li> </ul>	<b>RC.2.4</b> <i>Support materials</i> <ul style="list-style-type: none"> <li>• Reading and Critical Thinking Transparencies—pp. 17, 18</li> <li>• Universal Access Resource Book—pp. 2.63, 2.64, 6.18 – 6.19</li> </ul>

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**Semester 2—Benchmark Period 4**

<b>Standards Assessed</b>
RC.2.6 Use information from workplace documents RL.3.6 Interpret lit w/lit devices

**Weeks 7-9:**

<b>Standards Taught</b>	<b>Academic Vocabulary Development**</b>	<b>Standards Support Resources</b>
RC.2.6 Use information from workplace documents WC.1.4 Edit for correct grammar WC.1.5 Use correct punctuation and capitalization WC.1.6 Use correct spelling conventions WA.2.5 Business letter 8	Week 7 Focus Words: <ul style="list-style-type: none"> <li>• influence</li> <li>• integrate</li> </ul> Week 8 Focus Words: <ul style="list-style-type: none"> <li>• interpret</li> <li>• interpretation</li> </ul> Week 9 Focus Words: <ul style="list-style-type: none"> <li>• investigate</li> <li>• maintain</li> </ul>	<b>RC.2.6</b> <i>Support materials</i> <ul style="list-style-type: none"> <li>• Reading and Critical Thinking Transparencies—pp. 29 – 32</li> <li>• Interactive Reader—pp. 374 – 375, 376 – 377, 378 – 379, 382, 383</li> <li>• Universal Access Resource Book—p. 6.20</li> </ul>
<b>Student Support Objectives</b>		
<b>RC.2.6 SWBAT</b> <ul style="list-style-type: none"> <li>• locate and use information to solve a problem from workplace documents.</li> </ul> <b>WA.2.5 SWBAT</b> <ul style="list-style-type: none"> <li>• Write a business letter that                             <ul style="list-style-type: none"> <li>○ presents information with a purpose</li> <li>○ meets the needs of the intended audience.</li> </ul> </li> </ul>		

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**Semester 2—Benchmark Period 4**

**Weeks 10-12:**

<b>Standards Taught</b>	<b>Academic Vocabulary Development**</b>	<b>Standards Support Resources</b>
RW 1.1 literary devices RL 3.1 characteristics of poetry RL 3.6 Interpret lit w/lit devices	Week 10 Focus Words: <ul style="list-style-type: none"> <li>• modify</li> <li>• obtain</li> </ul> Week 11 Focus Words: <ul style="list-style-type: none"> <li>• occur</li> <li>• oppose</li> </ul> Week 12 Focus Words: <ul style="list-style-type: none"> <li>• opponent</li> <li>• opposition</li> </ul>	<b>RL 3.6</b> <i>Support materials</i> <ul style="list-style-type: none"> <li>• Universal Access Resource Book—pp. 2.19 – 2.20, 6.40 – 6.43</li> <li>• Interactive Reader—pp. 162 - 175</li> </ul>
<b>Student Support Objectives</b>		
RL 3.6 SWBAT <ul style="list-style-type: none"> <li>• identify &amp; explain literary devices                             <ul style="list-style-type: none"> <li>○ metaphor</li> <li>○ symbolism</li> <li>○ dialect</li> <li>○ irony</li> </ul> </li> <li>• interpret text with literary devices</li> </ul>		

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**Semester 2—Benchmark Period Final**

Standards Assessed	
RW 1.1 literary devices RC 2.1 compare & contrast RC 2.3 organization of ideas RC 2.4 analyze summary RC 2.5 technical directions	RC 2.6 consumer documents RC 2.7 unity, coherence, logic RL 3.1 poetry forms WA 2.4 Persuasive Essay

**Weeks 13-15:**

Standards Taught	Academic Vocabulary Development**	Standards Support Resources
RW 1.1 literary devices RL 3.1 characteristics of poetry WA 2.4 persuasive essay  <b>Student Support Objectives</b> Review & re-teach standards taught during 1A and 1B; focus on areas of greatest need RL.3.1.SWBAT <ul style="list-style-type: none"> <li>• identify the characteristics of different forms of poetry (e.g., narrative, ballad, ode, lyric, epic, elegy, sonnet.)</li> <li>• identify rhyming patterns in poetry.</li> </ul>	Week 13 Focus Words: <ul style="list-style-type: none"> <li>• organization</li> <li>• organize</li> </ul> Week 14 Focus Words: <ul style="list-style-type: none"> <li>• option</li> <li>• participate</li> </ul> Week 15 Focus Words: <ul style="list-style-type: none"> <li>• perceive</li> <li>• perception</li> </ul>	RL 3.1 <i>Support materials</i> <ul style="list-style-type: none"> <li>• Literary Analysis Transparencies—pp. 17, 19, 20, 21</li> </ul>

Colton Joint Unified School District Course of Study  
**Pacing Guide for 8th Grade Language Arts Support A**

**Semester 2—Benchmark Period Final**

**Week 16-end:**

<b>Standards Taught</b>	<b>Academic Vocabulary Development**</b>	<b>Standards Support Resources</b>
<p>Review of standards covered during 2A and 2B teaching period.</p>	<p>Week 16 Focus Words:</p> <ul style="list-style-type: none"> <li>• pattern</li> <li>• permit</li> </ul> <p>Week 17 Focus Words:</p> <ul style="list-style-type: none"> <li>• phase</li> <li>• potential</li> </ul> <p>Week 18 Focus Words:</p> <ul style="list-style-type: none"> <li>• preparation</li> <li>• present</li> </ul>	<p>Review of any concept (s) students are not mastering or barely mastering</p> <ul style="list-style-type: none"> <li>• informed by common assessments</li> <li>• dependent on grade-level collaboration with Support and Core ELA teachers</li> </ul>
<p><b>Student Support Objectives</b></p> <p>Review &amp; re-teach standards taught during 1A and 1B; focus on areas of greatest need  <u>WA 2.4 SWBAT</u></p> <ul style="list-style-type: none"> <li>• write a timed (in-class) persuasive essay that                             <ul style="list-style-type: none"> <li>○ makes a clear judgment/argument</li> <li>○ supports argument with evidence, examples &amp; reasoning</li> </ul> </li> <li>88 ○ anticipates reader concerns &amp; counterarguments</li> </ul>		

# Middle School Course Description for 8<sup>th</sup> Grade Language Arts Support B & C

**Course Title:** 8<sup>th</sup> Grade Language Arts Support

**Curricular Area:** English-Language Arts

**Course Number:**

**Length:** One year

- **Support A**—ELA8SA
- **Support B**—ELA8SB
- **Support C**—ELA8SC

**Grade Level:** 8

**Prerequisites:** Placement according to multiple measures

## Course Description

The Language Arts Support class is designed for strategic students—those who are below grade level anywhere from “just a bit” to just under two years. The main purpose of the course is for its students to master the ELA content standards as evidenced by proficient performance on the ELA CST. In addition, students are challenged to strengthen their critical reading skills, written expression, and use of academic vocabulary.

In Support, students will receive instruction on the same ELA standards that are covered in their Core ELA class, but with additional emphasis on prerequisite skill development, modeling, and practice. The pacing of the support class is tied closely with students’ Core ELA class, yet it follows a weekly structure in which students learn specific academic vocabulary, focus on the ELA standards which are most challenging to master, and develop skills essential for success in school.

Language Arts Support is delivered to three different student groups to meet their specific needs:

### Support A

Student: ELLs either just or just about to be re-designated

Support need: focus on building fluency with academic vocabulary and language functions

### Support B

Student: English-only; “fossilized” in the high Below Basic to mid Basic range

Support need: re-teaching and focused emphasis on ELA standards to overcome their obstacles to mastery

### Support C

Student: English-only; completed up to two years of intensive instruction before seventh grade

Support need: continued monitoring and support to catch up with grade-level standards

## Alignment

This course is aligned to the California Content Standards for English Language Arts.

## Instructional Materials

All current adoption materials approved by the School Board, June 2002.

### Required Textbook(s)

- *The Language of Literature: Grade 8.* McDougal Littell, 2002.

### Supplemental Materials

- *Bridges to Literature.* McDougal Littell, 2002.
- *California Bellwork: Reading-Language Arts Level 8.* [Bellwork Enterprises.](#)

- *Critical Reading: Deep Reading Strategies for Expository Texts.* [AVID](#), 2009.
- *Daily Academic Vocabulary: Grade 6+.* Evan Moore Publishing, 2007. ISBN 978-1-59673-205-6.
- *Daily Language Review: Grade 8.* Evan Moore Publishing, 2010. ISBN 978-1-60823-657-2.

- *Easy Grammar Plus (Teacher Edition).* Phillips, Wanda. Isha Enterprises, 1995. ISBN 978-0-936981-13-0.
- *Standardized Test Practice: Writing: Grades 5-6.* Priestly, Michael. Scholastic Teaching Resources, 2008. ISBN 978-0545064026.

# Middle School Course Description for 8<sup>th</sup> Grade Language Arts Support B & C

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**Exit Criteria: Support B and C**

<u>Activities</u>	<u>Percentage</u>
Assessments (including tests, essays, projects, etc.).....	45%
Academic Language Classwork.....	15%
Standards Support Classwork .....	25%
Tutorials Classwork .....	15%
<b>Total</b>	<b>100%</b>

**Development Team:**

This Course Description and pacing guide was updated in 2012 by: Daniel Buczkowski, Matt Crispin, David Doughton, Kelly Gudgeon, Jeremiah Lack, Jennifer Phaller, Michelle Scribner, & Carol Smith; with assistance from Bertha Arreguin, Sheila Martinelli, Mary Beth Richardson, & Kristi Ward



## Instruction Guide for 8<sup>th</sup> Grade Language Arts Support B & C

### Learning Experiences and Instruction:

Teachers utilize the Direct Instruction model to introduce new skills and concepts that are essential to the grade level content standards, then reinforce and develop those skills each quarter with the goal of bringing students to mastery by the end of the fourth quarter. All *Instruction* will be based on the “I do, We do, You do” scaffolding model with an emphasis on individual differentiation as needed. Teachers will use a variety of the following:

- Inquiry-based learning
- Engaged reading opportunities
- Think-pair-share
- Reciprocal teaching
- Cloze reading & writing
- Guided reading & writing
- Cognitive modeling
- Questioning strategies
- Graphic organizers/concept attainment
- Student-led groups/ peer pairing
- Metacognitive learning: self-regulation, goal-setting, self-monitoring, and self-questioning

### Support for English Language Learners:

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

### Support for Special Education Students:

- *Instructional* Aide assistance
- Audio & visual aids
- Individualized academic instruction
- Modified assignments
- Modified texts
- Testing accommodations
- Flexible grouping
- Tutoring (peer & teacher)
- Computer-Guided Instruction

### Stretching the Lesson for GATE Students:

Independent study supplemented with mentoring/tutoring  
 Depth & Complexity icons  
 Enriched materials and learning experiences

<end>

## Pacing Guide for 8th Grade Language Arts Support B & C

### Introduction: PACING GUIDE

The Language Arts Support class is a *supplement* to the seventh grade Core English-Language Arts (ELA) class. In this second period of ELA, the goal is to provide focused *Instruction* for struggling students in two areas: 1) academic language interaction and 2) ELA standards support.

Each support class, regardless of its teacher, will support the ELA standards at the same pace as the Core ELA pacing guide, and will follow the same weekly structure:

### WEEKLY CLASS STRUCTURE

	<b>Do Now</b>	<b>Vocabulary Support</b> 20 minutes	<b>ELA Standards Support</b> 20 minutes
<b>Monday</b>	Daily <b>Do Now</b> —maximum of 10 minutes Daily Language Review (DLR), or Language Skill Builders, or CST Released Test Questions practice	Vocabulary routine for academic language of the day	Standards Support <ul style="list-style-type: none"> <li>• first priority</li> <li>• focus: standards assessed on benchmarks &amp; common assessment results</li> <li>•</li> <li>• follow core pacing guide</li> <li>• identifies &amp; addresses <i>Obstacles to mastery</i></li> </ul> Skills Support <ul style="list-style-type: none"> <li>• second priority</li> <li>• skills from standards not assessed</li> <li>• critical reading strategies</li> </ul>
<b>Tuesday</b>		Academic language of the day—CST application and practice	Standards/skills Extension <ul style="list-style-type: none"> <li>• if time</li> <li>• reading, writing, speaking, &amp; listening <i>Instruction</i> &amp; activities that extend core <i>Instruction</i>.</li> </ul>
<b>Wednesday</b>		Tutorial—“AVID Lite” Procedure <ul style="list-style-type: none"> <li>• Grouped according to math class</li> <li>• Tutored on any class (not just ELA)</li> <li>• Question-driven</li> <li>• Students answer each other’s questions to better understand class work &amp; concepts</li> <li>• Binder check/organization</li> <li>• “Clean out your backpack”</li> </ul>	
<b>Thursday</b>		Vocabulary routine for academic language of the day	Standards Support <ul style="list-style-type: none"> <li>• first priority</li> <li>• focus: standards assessed on benchmarks &amp; common assessment results</li> <li>• follow core pacing guide</li> <li>• identifies &amp; addresses <i>Obstacles to mastery</i></li> </ul> Skills Support <ul style="list-style-type: none"> <li>• second priority</li> <li>• skills from standards not assessed</li> <li>• critical reading strategies</li> </ul>
<b>Friday</b>		Academic language of the day—CST application and practice	Standards/skills Extension <ul style="list-style-type: none"> <li>• if time</li> <li>• reading, writing, speaking, &amp; listening <i>Instruction</i> &amp; activities that extend core <i>Instruction</i>.</li> </ul>

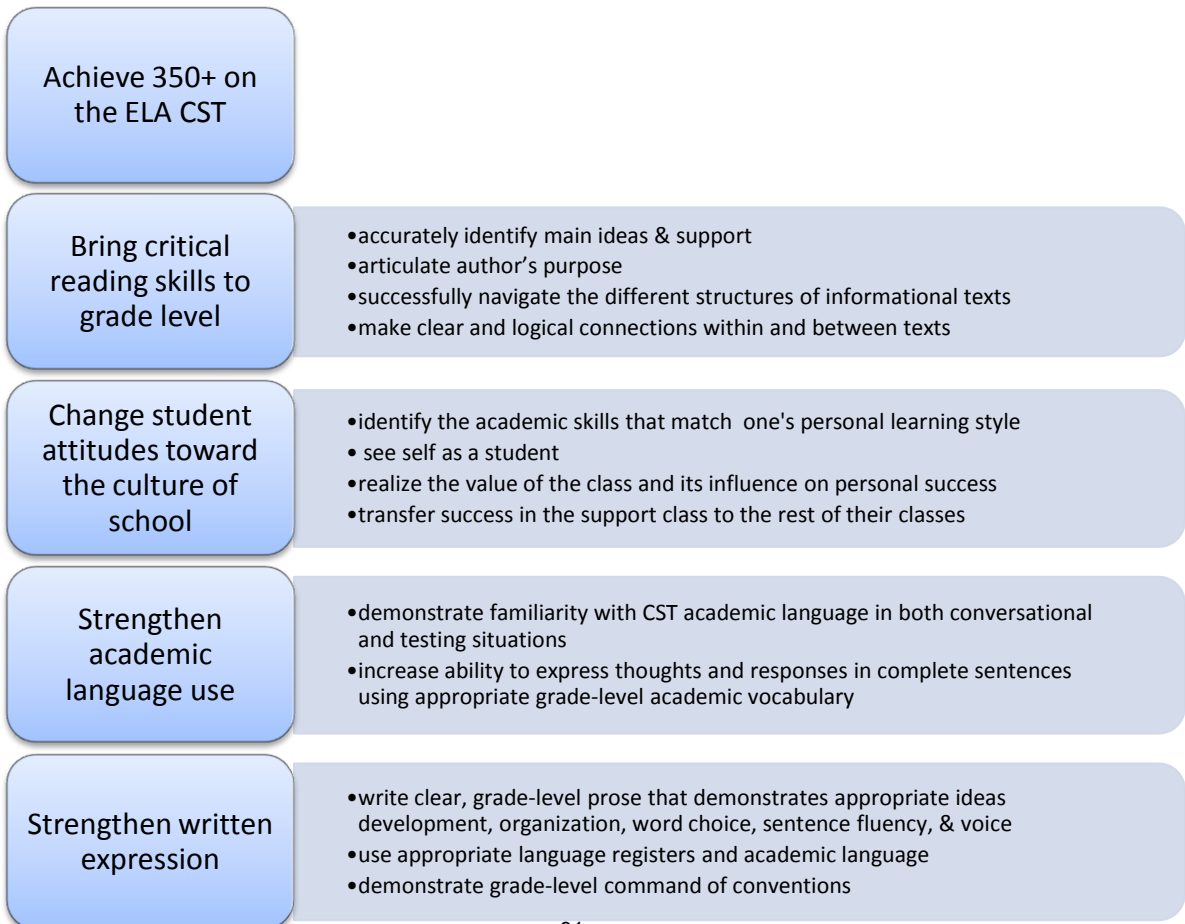
# Pacing Guide for 8th Grade Language Arts Support B & C

## CHARACTERISTICS OF THE SUPPORT CLASS

Each support class must meet these basic expectations:

- Cover the same grade-level standards as the core ELA pacing guide and stay on pace with Core ELA within each three-week unit; follow the set weekly structure (see p. 4)
- Provide approximately ten minutes of daily “Do Now” instruction and review in the standards for written and oral language conventions (using McDougall-Littell’s Daily Language Skill Builders or any of the “DLR” sources listed in the Supplemental Materials section of this course description).
- Provide approximately twenty minutes of daily structured verbal and written interaction with academic vocabulary of the standards being covered; utilize Kate Kinsella’s research-based vocabulary *Instructional* routine.
- Provide approximately twenty daily minutes to identify and addresses student *Obstacles to mastery* through re-teaching, skills *Instruction*, and extended practice for key standards
  - misconceptions
  - missing prerequisite skills
  - lack of understanding of variations
  - incomplete understanding of prerequisite academic vocabulary
  - lack of application skills
- Provide regular (weekly) tutorial session for modeling and practice of the habits, skills, and strategies necessary for success in school.
- Coordinate with Core through regular (weekly, if possible) collaboration between core & support teachers. This time is protected from interruptions or scheduling conflicts.
- Use a common assessment for each standard to gauge student mastery and inform *Instruction*.

## GOALS OF THE ELA SUPPORT CLASS



**Pacing Guide for 8th Grade Language Arts Support B & C**

**Semester 1—Benchmark Period 1**

Standards Assessed	
RW 1.3 context clues, patterns	WC 1.4 grammar: correct use
RL 3.2 evaluate plot	WC 1.5 punctuation & capitalization

**Weeks 1-3:**

Standards Taught	Academic Vocabulary Development	Standards Support Resources
RW 1.3 context clues, patterns RL 3.2 evaluate plot RL 3.3 character motivations RL 3.4 mood & tone WC 1.4 grammar: correct use WC 1.5 punctuation & capitalization	Week 1: <ul style="list-style-type: none"> <li>• address</li> <li>• resolve</li> </ul> Week 2: <ul style="list-style-type: none"> <li>• relevance</li> <li>• text</li> </ul> Week 3: <ul style="list-style-type: none"> <li>• conflict</li> <li>• consistency</li> </ul>	<b>Teach procedures</b> <ul style="list-style-type: none"> <li>• Do Now routine</li> <li>• Vocabulary lesson &amp; student interactions</li> <li>• Tutorials</li> </ul> <b>RL 3.2</b> <ul style="list-style-type: none"> <li>• Universal Access Resource Book—pp. 2.23 – 2.24</li> <li>• Language of Literature support                             <ul style="list-style-type: none"> <li>○ “Raymond’s Run”—p. 1.8</li> <li>○ “Stop the Sun”—p. 1.9</li> <li>○ “Monkey’s Paw”—p. 1.36</li> <li>○ “The Diary of Anne Frank”—p. 1.28</li> </ul> </li> </ul>
Student Support Objectives		
<u>RL.3.2.SWBAT</u> ✎ evaluate the elements of plot in a story <ul style="list-style-type: none"> <li>• determine which conflicts are or aren’t addressed and resolved.</li> </ul>		

## Pacing Guide for 8th Grade Language Arts Support B & C

### Semester 1—Benchmark Period 1

#### Weeks 4-6:

Standards Taught	Academic Vocabulary Development	Standards Support Resources
RL 3.2 evaluate plot RL 3.3 character motivations RL 3.4 mood & tone WC 1.4 grammar: correct use WC 1.5 punctuation & capitalization WA 2.2 Response to Literature Essay	Week 4: <ul style="list-style-type: none"> <li>• support</li> <li>• coherence</li> </ul> Week 5: <ul style="list-style-type: none"> <li>• interpretation</li> <li>• thoughtful</li> </ul> Week 6: <ul style="list-style-type: none"> <li>• author's purpose</li> <li>• imply</li> </ul>	RL 3.3 <i>Support materials</i> <ul style="list-style-type: none"> <li>• Universal Access Resource Book—pp. 2.35 – 2.36</li> </ul> RL 3.4 <i>Support materials</i> <ul style="list-style-type: none"> <li>• Universal Access Resource Book—pp. 2.17 – 2.18</li> <li>• Language Transparencies—pp. 25, 26</li> </ul>
Student Support Objectives		
<u>RL 3.3 SWBAT</u> <ul style="list-style-type: none"> <li>• compare and contrast character motivations and reactions from pieces of literature.</li> </ul> <u>RL 3.4 SWBAT</u> <ul style="list-style-type: none"> <li>• identify how the setting affects the mood and the tone in a story.</li> </ul>		

## Pacing Guide for 8th Grade Language Arts Support B & C

### Semester 1—Benchmark Period 2

Standards Assessed	
RC.2.2 proposition & support	WS 1.2 coherence
RL 3.7 author's heritage, traditions, attitudes & beliefs	WS 1.3 support for thesis & conclusion
WS 1.1 controlling idea	WS 1.6 revision

### Weeks 7-9:

Standards Taught	Academic Vocabulary Development	Standards Support Resources
RC.2.2 proposition & support RL 3.7 author's heritage, traditions, attitudes & beliefs WS 1.1 controlling idea WS 1.3 support for thesis & conclusion  <b>Student Support Objectives</b>  <u>RC.2.2 SWBAT</u> • identify & explain the proposition of a piece of writing. • explain and identify the supporting details of a piece of writing. <u>RL 3.7 SWBAT</u> • identify how the heritage, traditions, attitudes, and beliefs of its author are reflected in their writing. <u>WS 1.1 SWBAT</u> • write a thesis statement. • write a conclusion statement. <u>WS 1.3 SWBAT</u> • support a thesis statement throughout the entire document	Week 7: • Emphasis • convince  Week 8: • controlling idea • pattern of organization  Week 9: • Thesis • conclusion	RL 3.7 <i>Support materials</i> <ul style="list-style-type: none"> <li>• Universal Access Resource Book—pp. 6.44 – 6.45</li> <li>• Reading and Critical Thinking Transparencies—pp. 8, 13</li> </ul> RC 2.2 , WS 1.1, WS 1.3 <i>Obstacles to mastery:</i> <ul style="list-style-type: none"> <li>• Understanding of the differences between               <ul style="list-style-type: none"> <li>○ Proposition</li> <li>○ Support</li> <li>○ Thesis</li> <li>○ Controlling idea</li> </ul> </li> </ul> <i>Support materials</i> <ul style="list-style-type: none"> <li>• Writing Transparencies—pp. 6, 7</li> <li>• Language Transparencies—p. 13</li> <li>• Universal Access Resource Book—pp. 6.46, 6.48</li> </ul>

## Pacing Guide for 8th Grade Language Arts Support B & C

### Semester 1—Benchmark Period 2

#### Weeks 10-12:

Standards Taught	Academic Vocabulary Development	Standards Support Resources
WS 1.2 coherence WS 1.3 support for thesis & conclusion WA 2.1 Autobiographical or Fictional Narrative		
<b>Student Support Objectives</b>		
<u>WS 1.2 SWBAT</u> <ul style="list-style-type: none"> <li>• use transitional phrases or transitional words to combine sentences.</li> <li>• combine sentences without changing the original meaning.</li> <li>• use parallel structures within and among paragraphs.</li> </ul>	Week 10: <ul style="list-style-type: none"> <li>• reveal</li> <li>• incident</li> </ul> Week 11: <ul style="list-style-type: none"> <li>• Paraphrase</li> <li>• narrative</li> </ul> Week 12: <ul style="list-style-type: none"> <li>• Claim</li> <li>• dialogue</li> </ul>	<u>WS 1.2</u> <i>Support materials</i> <ul style="list-style-type: none"> <li>• CST Released Test Questions</li> <li>• Writing Transparencies—p. 9</li> <li>• Universal Access Resource Book—p. 6.47</li> <li>• WS 1.2 comes with very few support materials, so it's suggested that site teams create or locate them</li> </ul>

**Pacing Guide for 8th Grade Language Arts Support B & C**

**Semester 1—Benchmark Period Final**

Standards Assessed	
RC.2.2 proposition & support RL 3.2 evaluate plot RL 3.3 compare & contrast characters & conflicts RL 3.4 mood & tone RL 3.7 author's heritage, traditions, attitudes & beliefs	WC 1.3 sentence structure WC 1.4 edit for correct grammar WC 1.5 punctuation & capitalization WC 1.6 spelling WS 1.1 controlling idea WS 1.2 coherence WS 1.3 support for thesis & conclusion WS 1.6 revision WA 2.1 Comparison/Contrast Essay

**Weeks 13-15:**

Standards Taught	Academic Vocabulary Development	Standards Support Resources
WS 1.1 controlling idea WS 1.2 coherence WS 1.3 support for thesis & conclusion WS 1.6 revision <hr/> <b>Student Support Objectives</b> Review & re-teach standards taught during 1A and 1B; focus on areas of greatest need WS 1.6 <u>SWBAT</u> <ul style="list-style-type: none"> <li>● Revise writing                             <ul style="list-style-type: none"> <li>○ for word choice.</li> <li>○ using appropriate organizational patterns.</li> <li>○ using a consistent point of view.</li> <li>○ using appropriate transitions between paragraphs</li> </ul> </li> <li>● identify an appositive phrase.</li> </ul>	Week 13: <ul style="list-style-type: none"> <li>● Appropriate</li> <li>● accurate</li> </ul> Week 14: <ul style="list-style-type: none"> <li>● Link</li> <li>● combine</li> </ul> Week 15: <ul style="list-style-type: none"> <li>● relationship between ideas</li> <li>● transitions</li> </ul>	WS 1.6 <i>Support materials</i> <ul style="list-style-type: none"> <li>● Universal Access Resource Book—pp. 6.50, 2.55</li> <li>● Universal Access Resource Book—pp. 2.55 – 2.56;</li> <li>● ELD focus</li> <li>● Writing Transparencies—pp. 17, 18, 19, 21</li> </ul>



## Pacing Guide for 8th Grade Language Arts Support B & C

### Semester 1—Benchmark Period Final

#### Weeks 16-18:

Standards Taught	Academic Vocabulary Development	Standards Support Resources
<p>Review all standards that need to be re-taught</p>	<p>Week 16:</p> <ul style="list-style-type: none"> <li>• similarity (similar)</li> <li>• significance</li> </ul> <p>Week 17:</p> <ul style="list-style-type: none"> <li>• logical</li> <li>• characterization</li> </ul> <p>Week 18:</p> <ul style="list-style-type: none"> <li>• compare</li> <li>• contrast</li> </ul>	<p>Review of any concept (s) students are not mastering or barely mastering</p> <ul style="list-style-type: none"> <li>• informed by common assessments</li> <li>• dependent on grade-level collaboration with Support and Core ELA teachers</li> </ul>
<p style="text-align: center;"><b>Student Support Objectives</b></p> <p>Review &amp; re-teach standards taught during 1A and 1B; focus on areas of greatest need <u>WA 2.1.c SWBAT</u></p> <ul style="list-style-type: none"> <li>• write a timed (in-class) descriptive essay that             <ul style="list-style-type: none"> <li>○ compares or contrasts two characters (fictional or “real life”)</li> <li>○ reveals the significance of the characters’ similarities &amp;/or differences</li> <li>○ uses an organizational pattern that makes the comparisons logical and coherent</li> </ul> </li> </ul>		

## Pacing Guide for 8th Grade Language Arts Support B & C

### Semester 2—Benchmark Period 3

<b>Standards Assessed</b>	
RC.2.5 directions for mechanical device	RC.2.7 unity, coherence, logic

### Weeks 1-3:

<b>Standards Taught</b>	<b>Academic Vocabulary Development</b>	<b>Standards Support Resources</b>
RC 2.1 compare and contrast consumer materials RC 2.3 similarities and differences RC 2.5 directions for mechanical device RC.2.7 unity, coherence, logic	Week 1: <ul style="list-style-type: none"> <li>• features</li> <li>• elements</li> </ul> Week 2: <ul style="list-style-type: none"> <li>• variations (vary</li> <li>• methods</li> </ul> Week 3: <ul style="list-style-type: none"> <li>• consumer</li> <li>• document</li> </ul>	<b>RC.2.7</b> <i>Support materials</i> <ul style="list-style-type: none"> <li>• Reading and Critical Thinking Transparencies—pp. 8, 13</li> <li>• Writing Transparencies—p. 8</li> <li>• Universal Access Resource Book—pp. 2.57 – 2.62, 6.21 – 6.23</li> </ul>
<b>Student Support Objectives</b> <b>RC.2.7.SWBAT</b> <ul style="list-style-type: none"> <li>• analyze logic, including               <ul style="list-style-type: none"> <li>○ identify author's position</li> <li>○ what contradicts author's supporting points</li> </ul> </li> <li>• analyze internal consistency, including               <ul style="list-style-type: none"> <li>○ What the text does &amp; does not explain</li> </ul> </li> <li>• analyze structural patterns, including               <ul style="list-style-type: none"> <li>○ purpose of including specific details</li> </ul> </li> </ul>		

## Pacing Guide for 8th Grade Language Arts Support B & C

### Semester 2—Benchmark Period 3

#### Weeks 4-6:

Standards Taught	Academic Vocabulary Development	Standards Support Resources
RC.2.3 similarities and differences RC.2.4 summary RC.2.7 unity, coherence, logic WA 2.6 Technical Document	Week 4: <ul style="list-style-type: none"> <li>• sequence</li> <li>• format</li> </ul> Week 5: <ul style="list-style-type: none"> <li>• headings</li> <li>• critical details</li> </ul> Week 6: <ul style="list-style-type: none"> <li>• underlying meaning</li> <li>• internal consistency</li> </ul>	<u>RC.2.4</u> <i>Support materials</i> <ul style="list-style-type: none"> <li>• Reading and Critical Thinking Transparencies—pp. 17, 18</li> <li>• Universal Access Resource Book—pp. 2.63, 2.64, 6.18 – 6.19</li> </ul>
Student Support Objectives		
<u>RC.2.4 SWBAT</u> <ul style="list-style-type: none"> <li>• determine that a summary captures the main idea of a piece of writing.</li> <li>• identify proper or improper support of the main idea in a document.</li> </ul>		

**Pacing Guide for 8th Grade Language Arts Support B & C**

**Semester 2—Benchmark Period 4**

Standards Assessed
RC.2.6 Use information from workplace documents RL.3.6 Interpret lit w/lit devices

**Weeks 7-9:**

Standards Taught	Academic Vocabulary Development	Standards Support Resources
RC.2.6 Use information from workplace documents WC.1.4 Edit for correct grammar WC.1.5 Use correct punctuation and capitalization WC.1.6 Use correct spelling conventions WA.2.5 Business letter	Week 7: <ul style="list-style-type: none"> <li>memo (memorandum)</li> <li>policy</li> </ul> Week 8: <ul style="list-style-type: none"> <li>succinct</li> <li>intended audience</li> </ul> Week 9: <ul style="list-style-type: none"> <li>intent,</li> <li>salutation (greeting)</li> </ul>	<b>RC.2.6</b> <i>Support materials</i> <ul style="list-style-type: none"> <li>Reading and Critical Thinking Transparencies—pp. 29 – 32</li> <li>Interactive Reader—pp. 374 – 375, 376 – 377, 378 – 379, 382, 383</li> <li>Universal Access Resource Book—p. 6.20</li> </ul>
Student Support Objectives		
<b>RC.2.6 SWBAT</b> <ul style="list-style-type: none"> <li>locate and use information to solve a problem from workplace documents.</li> </ul> <b>WA.2.5 SWBAT</b> <ul style="list-style-type: none"> <li>Write a business letter that                             <ul style="list-style-type: none"> <li>presents information with a purpose</li> <li>meets the needs of the intended audience.</li> </ul> </li> </ul>		

## Pacing Guide for 8th Grade Language Arts Support B & C

### Semester 2—Benchmark Period 4

#### Weeks 10-12:

Standards Taught	Academic Vocabulary Development	Standards Support Resources
RW 1.1 literary devices RL 3.1 characteristics of poetry RL 3.6 Interpret lit w/lit devices		
Student Support Objectives		
<u>RL 3.6 SWBAT</u> <ul style="list-style-type: none"> <li>● identify &amp; explain literary devices               <ul style="list-style-type: none"> <li>○ metaphor</li> <li>○ symbolism</li> <li>○ dialect</li> <li>○ irony</li> </ul> </li> <li>● interpret text with literary devices</li> </ul>	Week 10: <ul style="list-style-type: none"> <li>● symbol</li> <li>● figurative</li> </ul> Week 11: <ul style="list-style-type: none"> <li>● interpret</li> <li>● rhythm</li> </ul> Week 12: <ul style="list-style-type: none"> <li>● character</li> <li>● dialect</li> </ul>	<b>RL 3.6</b> <i>Support materials</i> <ul style="list-style-type: none"> <li>● Universal Access Resource Book—pp. 2.19 – 2.20, 6.40 – 6.43</li> <li>● Interactive Reader—pp. 162 - 175</li> </ul>

**Pacing Guide for 8th Grade Language Arts Support B & C**

**Semester 2—Benchmark Period Final**

Standards Assessed	
RW 1.1 literary devices RC 2.1 compare & contrast RC 2.3 organization of ideas RC 2.4 analyze summary RC 2.5 technical directions	RC 2.6 consumer documents RC 2.7 unity, coherence, logic RL 3.1 poetry forms WA 2.4 Persuasive Essay

**Weeks 13-15:**

Standards Taught	Academic Vocabulary Development	Standards Support Resources
RW 1.1 literary devices RL 3.1 characteristics of poetry WA 2.4 persuasive essay  <b>Student Support Objectives</b> Review & re-teach standards taught during 1A and 1B; focus on areas of greatest need RL.3.1.SWBAT <ul style="list-style-type: none"> <li>• identify the characteristics of different forms of poetry (e.g., narrative, ballad, ode, lyric, epic, elegy, sonnet.)</li> <li>• identify rhyming patterns in poetry.</li> </ul>	Week 13: <ul style="list-style-type: none"> <li>• literal</li> </ul> Week 14: <ul style="list-style-type: none"> <li>• anticipate</li> </ul> Week 15: <ul style="list-style-type: none"> <li>• judgment</li> </ul>	RL 3.1 <i>Support materials</i> <ul style="list-style-type: none"> <li>• Literary Analysis Transparencies—pp. 17, 19, 20, 21</li> </ul>

Colton Joint Unified School District Course of Study  
**Pacing Guide for 8th Grade Language Arts Support B & C**

**Semester 2—Benchmark Period Final**

**Week 16-end:**

<b>Standards Taught</b>	<b>Academic Vocabulary Development</b>	<b>Standards Support Resources</b>
<p>Review of standards covered during 2A and 2B teaching period.</p>	<p>Week 16:</p> <ul style="list-style-type: none"> <li>• argument</li> </ul> <p>Week 17:</p> <ul style="list-style-type: none"> <li>• counterargument</li> </ul> <p>Week 18:</p> <ul style="list-style-type: none"> <li>• reasoning</li> </ul>	<p>Review of any concept (s) students are not mastering or barely mastering</p> <ul style="list-style-type: none"> <li>• informed by common assessments</li> <li>• dependent on grade-level collaboration with Support and Core ELA teachers</li> </ul>
<p><b>Student Support Objectives</b></p> <p>Review &amp; re-teach standards taught during 1A and 1B; focus on areas of greatest need  <u>WA 2.4 SWBAT</u></p> <ul style="list-style-type: none"> <li>• write a timed (in-class) persuasive essay that                             <ul style="list-style-type: none"> <li>○ makes a clear judgment/argument</li> <li>○ supports argument with evidence, examples &amp; reasoning</li> </ul> </li> <li>13 ○ anticipates reader concerns &amp; counterarguments</li> </ul>		





**BOARD AGENDA**

**REGULAR MEETING  
October 4, 2012**

**CONSENT ITEM**

- TO:** **Board of Education**
- PRESENTED BY:** Mike Snellings, Assistant Superintendent, Educational Services Division
- SUBJECT:** **Approval of the New Course Description for *English Support D: Academic Language Development for College and Career Readiness, Grades 7-8* (Beginning October 2012)**
- GOAL:** Improved Student Performance
- STRATEGIC PLAN:** Strategy #2 – Curriculum
- BACKGROUND:** This course is a supplemental course designed to accelerate language development for English learners. Many students have English conversational skills, yet lack the advanced linguistic skills necessary for secondary coursework. This course is intended to be taken concurrently with the core English Language Arts class. Students will be reading high-interest expository text within twelve units, or issues of study. This course supports the California Common Core State Standards for English Language Arts and English Language Development.
- The course descriptions and pacing guides were approved by the Secondary Curriculum Council on September 11, 2012.
- BUDGET  
IMPLICATIONS:** No impact to the General Fund.
- RECOMMENDATION:** The Board approve the New course description for *English Support D: Academic Language Development for College and Career Readiness I, Grades 7-8* beginning October 2012.

**A-8**

# Middle School Course Description for **English 7 & 8 Support D: Academic Language Development for College & Career Readiness**

**Course Title:** English 7/8 Support D:  
Academic Language Development (ALD)  
For College and Career Readiness

**Curricular Area:** English Language Development  
(Supplemental)

**Course Number:** Grade 7: ELA7SD  
Grade 8: ELA8SD

**Length:** One year

**Grade Level:** 7-8

**Prerequisites:** For Long Term English Learners,  
CELDT levels 2-5 with CST/CMA scores 280-325.

**Meets Middle School Promotion Requirement for:** Elective Credit

**Course Description**

This Academic Language Development (ALD) for College & Career Readiness is a supplemental course designed to accelerate language development for adolescent English learners who have adequate conversational English while they lack the advanced linguistic knowledge and skills required by complex secondary coursework. This course is not designed as an intensive reading intervention course. It is supplemental and must be taken concurrently with the core English-Language Arts. Each issue or unit is based on high-interest level expository text. Issues are comprised of twelve instructional routines which are based on research-based principles and classroom-tested practices that maximize students’ verbal and written engagement. This course will ensure all students are on a path towards college and career readiness by:

1. Teaching high-leverage, portable academic language including vocabulary, syntax, and grammar.
2. Improving speaking and listening skills through daily opportunities for class discussions, peer collaboration and formal speeches.
3. Developing academic writing skills in summarizing, justification, argument, and research.
4. Engaging students with interesting nonfiction, informational texts that present real-world issues relevant to teens’ lives.
5. Making regular connections between coursework and the demands of college and the workplace.

**Alignment:** This course supports the California Common Core State Standards for English Language Arts and English Language Development.

**Instructional Materials**

Required Textbook(s)  
The Language of Literature: Grade 7 or 8. McDougal Little, 2002.

Supplemental Textbook(s)  
English 3D Issues  
English 3D Language and Writing Portfolio

Software  
English 3D Teacher Space CD  
Suggested Video/DVDs//Films  
English 3D in Action DV

**Exit Criteria:**

Daily Do Now .....	25%
Writing.....	25%
Speech .....	25%
Tests.....	25%
Total:	100%

## Middle School Course Description for **English 7 & 8 Support D: Academic Language Development for College & Career Readiness**

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### **ESSENTIAL ROUTINES**

Three essential routines are critical for full implementation of the program. These routines must be taught to students and become so natural for the teacher and students that they become part of the class culture. These routines maximize students' verbal and written engagement with daily instruction and provide long-term English learners with a structure for language development that can support them in all content areas.

**Partner and Group Interaction** – Maximizes students' time on task with frequent opportunities to use academic English and requires all students to be accountable for attentive speaking and listening. New partners are assigned at the beginning of each new issue and used several times daily. (See TE page T46)

**Using Response Frames** – Provides support to practice new language, clarifies the linguistic features of an accurate response and exposes students to vocabulary, sentence structures and grammatical forms of advanced social and academic English. Response frames are used daily and required any time students respond to a question or task. (See TE page T 48)

**Setting Up and Monitoring Tasks** – Ensures students fully comprehend directions and expectations by providing explicit modeling and guided practice. Students are equipped with language to ask for clarification or assistance. Teachers monitor lesson tasks when students are working independently, with a partner or in a group and varied strategies are used to elicit responses when students are reporting out. (See TE page T50)

### **KEY ASSIGNMENTS FOR EACH ISSUE**

Key assignments are repeated throughout each issue of the course with increasing complexity.

**Daily**—small group and partner discussions:

- In small groups, students use precise words and complete sentences to brainstorm background knowledge about a topic or issue.
- Students discuss academic vocabulary word knowledge in small groups using academic question and response frames.
- In academic discussion, students use discourse frames with key grammatical targets to state and support a perspective or issue. They use increasingly sophisticated academic language forms and functions to support their own ideas, and to restate the ideas of other students.
- Students practice oral presentation skills such as eye contact, clear pronunciation and use of a public voice.
- Individually, students develop, present, and rate 30 and 60 second oral presentations related to the topics and issues they have discussed with peers.

**Per Issue**—students read about a contemporary issue that provides them with the information they need to discuss and write about the issue:

- Read a data file that builds background and vocabulary knowledge for the informational article that follows.
- Read informational articles that span a 750 to 1100 Lexile range and gradually increase in complexity.
- Learn to recognize text features that provide data that can be used in speaking and in writing.
- Read content connections that support students to associate the content of the issues to content areas such as social studies, health, economics, fine arts, and technology.

## Middle School Course Description for **English 7 & 8 Support D: Academic Language Development for College & Career Readiness**

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**Per Issue**—students write justifications, summaries, and arguments, by learning the elements of each type of writing through:

- Analysis and discussion of model texts.
- Marking the elements of the model writing.
- Identifying precise words in the writing that clearly support the author’s position.
- Learning verb tenses and sentence structures that authors commonly use for specific writing types.
- Paraphrasing the author’s ideas.
- Using academic writing frames.
- Developing independent writing skills through drafting, revising and editing.
- Engaging in self and peer writing assessment to focus on key elements of the type of writing.

### **Development Team**

This Course of Study was developed in May 2012 by Language Support Services.

## Middle School Pacing Guide for **English 7 & 8 Support D: English 3D**

### SEMESTER ONE

#### Key Assignments:

- Getting Started Lessons 1-15
- Issues 1-5

#### Assessments:

- **Beginning of the Year Test** – Curriculum-embedded assessment of academic vocabulary, summarizing, and language and convention skills.
- **Daily Do Now** – Writing activity that structures opportunities for students to review and accurately apply recently-taught academic vocabulary.
- **6 Performance-based Writing Assessments** (including the ten-minute paper from Lesson 15 of the Getting Started lessons)
- **2 Performance-based Speaking Assessments**
- **Curriculum-embedded Assessments**
  - **Tests for Issues 1-5**

First Quarter		
Weeks	Standards/Objectives	Concepts/Content
<b>1-3</b>	<i>Getting Started – Introduce and practice the essential routines and key instructional routines to build English learners skills in listening, speaking, reading and writing.</i>	<i>Academic Discussion Academic Vocabulary Speaking and Active Listening/Building Background Knowledge Text Summarization Ten-Minute Paper</i>
	<i>Academic Discussion</i>	<ul style="list-style-type: none"> <li>• <i>Stating perspectives, restating/comparing ideas and reporting using academic language and complete sentences</i></li> <li>• <i>Asking and answering questions; summarizing by restating</i></li> </ul>
	<i>Academic Vocabulary</i>	<ul style="list-style-type: none"> <li>• <i>Share examples of high-utility words using complete sentences, relevant content and the correct form of the word</i></li> <li>• <i>Listen attentively for relevant examples of high-utility words</i></li> <li>• <i>Write complete sentences using the correct form of a high-utility words and relevant content</i></li> </ul>
	<i>Speaking and Active Listening/Building Background Knowledge</i>	<ul style="list-style-type: none"> <li>• <i>Discuss prior knowledge of a topic using precise topic words, correct form of the words and complete sentences</i></li> <li>• <i>Listen attentively for ideas that support or challenge perspectives</i></li> </ul>

Middle School Pacing Guide for **English 7 & 8 Support D: English 3D**

		<ul style="list-style-type: none"> <li>• Listen attentively for relevant examples of high utility words</li> <li>• Listen attentively for precise word choices and strong content to write effective supporting detail sentences</li> <li>• Take notes on classmates perspectives</li> <li>• Articulating the topic and important details in an article using non-fiction text terminology</li> </ul>
	<i>Text Summarization</i>	<ul style="list-style-type: none"> <li>• Asking and answering questions about non-fiction text</li> <li>• Summarizing</li> </ul>
	<i>Ten-Minute Paper</i>	<ul style="list-style-type: none"> <li>• Discuss relevant content and precise vocabulary for a collaborative paragraph</li> <li>• Write a brief paragraph including topic sentence and supporting details, articulating a perspective in a topic sentence using precise vocabulary and using the correct form of the word</li> </ul>
<b>4-6</b>	<i>Issue 1 - Video Games</i>	<i>Building Concepts and Language</i> <i>Analyzing Text</i> <i>Academic Writing: Justification</i>
<b>7-9</b>	<i>Issue 2 - School Food</i>	<i>Building Concepts and Language</i> <i>Analyzing Text</i> <i>Academic Writing: Justification</i> <i>Presenting Ideas – Speech</i>

## Second Quarter

Weeks	Standards/Objectives	Concepts/Content
<b>1-3</b>	<i>Issue 3 - Cyberbullying</i>	<i>Building Concepts and Language</i> <i>Analyzing Text</i> <i>Academic Writing: Justification</i>
<b>4-6</b>	<i>Issue 4 – Graffiti</i>	<i>Building Concepts and Language</i> <i>Analyzing Text</i> <i>Academic Writing: Justification</i> <i>Presenting Ideas – Speech</i>
<b>7-9</b>	<i>Issue 5 – Girls and Sports</i>	<i>Building Concepts and Language</i> <i>Analyzing Text</i> <i>Academic Writing: Summary</i>

## Middle School Pacing Guide for **English 7 & 8 Support D: English 3D**

### SEMESTER TWO

#### Key Assignments:

- Issues 6-11

#### Assessments:

- **Daily Do Now**– Daily activity that structures opportunities for students to review and accurately apply recently taught academic vocabulary.
- **6 Performance-based Writing Assessments**
- **3 Performance-based Speaking Assessments**
- **Curriculum-embedded Assessments**
  - **Tests for Issues 6-11**
- **Mid-Year Academic Language Assessment** (given after Issue 6)
- **End of Year Academic Language Assessment** (teacher may adjust grading of this test to account for the fact that this exam also covers curriculum from issue 12)

Third Quarter		
Weeks	Standards/Objectives	Concepts/Content
<b>1-3</b>	<i>Issue 6 – Animal Research</i>	<i>Building Concepts and Language Analyzing Text Academic Writing: Summary Presenting Ideas – Speech</i>
<b>4-6</b>	<i>Issue 7 – The Environment</i>	<i>Building Concepts and Language Analyzing Text Academic Writing: Summary and Response</i>
<b>7-9</b>	<i>Issue 8 – Teens and Driving</i>	<i>Building Concepts and Language Analyzing Text Academic Writing: Summary and Response Presenting Ideas – Speech</i>

Fourth Quarter		
Weeks	Standards/Objectives	Concepts/Content
<b>1-3</b>	<i>Issue 9 – Self-Image</i>	<i>Building Concepts and Language Analyzing Text Academic Writing: Argument</i>
<b>4-6</b>	<i>Issue 10 – Teens at Work</i>	<i>Building Concepts and Language Analyzing Text Academic Writing: Argument Presenting Ideas – Speech</i>
<b>7-9</b>	<i>Issue 11 – Drug Testing</i>	<i>Building Concepts and Language Analyzing Text Academic Writing: Argument</i>

## Instructional Guide for **English 3D**

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### **Learning Experiences and Instruction:**

Teachers utilize the Direct Interactive Instruction model to introduce new skills and concepts that are essential to the grade level content standards, then reinforce and develop those skills each quarter with the goal of bringing students to mastery by the end of the fourth quarter. All instruction will be based on the “I do, We do, We do(2<sup>nd</sup>), You do” scaffolding model with an emphasis on individual differentiation as needed. Teachers will use a variety of the following:

- Clearly defined language objectives based on the ELD standards
- Engaged reading opportunities
- Accessing prior knowledge
- Graphic organizers/concept attainment
- Cloze reading & writing
- Guided reading & writing
- Cognitive modeling
- Questioning strategies
- Metacognitive learning: self-regulation, goal-setting, self-monitoring, and self-questioning
- Explicit vocab instruction routine
- Use of response frames
- Strategic peer pairing
- Frequent checking for understanding
- Partner reading
- Think-pair-share
- Choral response
- Reading guide cards

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

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

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

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

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

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

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

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

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



**BOARD AGENDA**

**REGULAR MEETING  
October 4, 2012**

**CONSENT ITEM**

**TO:** Board of Education

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

**SUBJECT:** Approval to File Notice of Completion: Bid #12-03CA – Asphalt Replacement Project at Colton High School (Universal Asphalt Co., Inc.)

**GOAL:** Budget Planning

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

**BACKGROUND:** Universal Asphalt Co., Inc. has satisfactorily completed their work in accordance with the contract documents. It is time to file the Notice of Completion.

District staff conducted walk-through inspections of this project and it is complete and in satisfactory condition. The final 5% contract retention will be released per the contract documents.

**BUDGET IMPLICATIONS:** General Fund expenditure: \$6,760.00

**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 12-03CA, Asphalt Replacement Project at Colton High School A.P.N. 162-071-01; 162-073-01 thru 09; 162-261-01, 02; 162-262-01 thru 03; 162-121-01 thru 07; 162-281-65; 164-151-09, 13, 14; the Contract for the doing of which was heretofore entered into on the 18<sup>th</sup> day of June, 2012, which was made with Universal Asphalt Co., Inc. as Contractor, that said improvements have been **completed** on the 18<sup>th</sup> day of July, 2012, pursuant to said Contract and in accordance with plans and specifications, and **accepted** on the 4<sup>th</sup> day of October, 2012, 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 Great American 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)

**BOARD AGENDA**

**REGULAR MEETING  
October 4, 2012**

**CONSENT ITEM**

**TO:** Board of Education

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

**SUBJECT:** Acceptance of Gifts

**GOAL:** Community Relations

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

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

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

Site	Donor	Donation/Purpose	Amount
RHMS	Edison International Employee Contributions Campaign	Check# 157340	\$1125.00
Crestmore Elementary	Target, Take Charge of Education	Check#2409921	\$148.40
Grand Terrace Elementary	Target, Take Charge of Education	Check#2412809	\$106.07
Grand Terrace Elementary	IE Rollersports	Check#4845	\$23.00
THMS	Target, Take Charge of Education	Check# 2423619	\$76.15
RHMS	Coca-Cola Refreshments	Check#06278163	\$95.97
Reche Canyon Elementary	Target, Take Charge of Education	Check#2420725	\$139.60
Washington High School	Bethune Center	Check#4340/Community Resource Fair	\$100.00
Washington High School	U.S. Army	Money Order/Community Resource Fair	\$100.00
Lincoln Elementary	Target, Take Charge of Education	Check# 2406105	\$258.52
Terrace View Elementary	Target, Take Charge of Education	Check# 2406073	\$598.81

## BOARD AGENDA

REGULAR MEETING  
October 4, 2012

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Approval to Open an Escrow Account for the Deposit of Earned Retentions for Rancho Pacific Electric, Inc. on the Interim Housing Temporary Electrical and Low Voltage at Crestmore, Grant, Lewis and Lincoln Modernization Projects
- GOAL:** Facilities / Support Services
- STRATEGIC PLAN:** Strategy #4 – Facilities
- BACKGROUND:** It is necessary that the Board approve the opening of the individual escrow/bank account.
- Public Contract Code 22300 requires that the District offer contractors performing public works projects the opportunity to deposit their earned retentions into an interest bearing escrow account. The retention is withheld from the individual contractor's progress billings at the rate of 5%. At the time the individual progress billing (95% of that bill) warrant is mailed to the contractor, another warrant representing 5% of that bill is mailed to the escrow account. There it will earn interest and the contractor can draw on that interest as the project proceeds. Once the Notice of Completion has been recorded and 35 days have passed, the District notifies the escrow agent to release the total retention due to the contractor.
- The Rancho Pacific Electric, Inc. contract was approved at the August 2, 2012 Board meeting. The original contract amount is \$597,900.
- RECOMMENDATION:** That the Board approve opening an escrow account for the deposit of earned retentions for Rancho Pacific Electric, Inc. on the Interim Housing Temporary Electrical and Low Voltage at Crestmore, Grant, Lewis and Lincoln Modernization Projects.

A-11

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

This Escrow Agreement is made and entered into by and between Colton Joint Unified School District, 1212 Valencia Drive, Colton, California 92324, hereinafter called "OWNER", and Rancho Pacific Electric, Inc. whose address is 12182 Santa Margarita Ct. Rancho Cucamonga, CA 91730, hereinafter called "CONTRACTOR", and Alta Pacific Bank whose address is 9373 Haven Ave. Rancho Cucamonga, CA 91730, hereinafter called "Escrow Agent".

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

(1) Pursuant to section 22300 of the Public Contract Code of the State of California, CONTRACTOR has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by OWNER pursuant to the Construction Contract entered into between the OWNER and CONTRACTOR for the construction of the **Interim Housing Temporary Electrical and Low Voltage at Various Sites Project** in the amount of \$597,900.00 dated August 9, 2012 (hereinafter referred to as the "Contract"). Alternatively, on written request of the contractor, the OWNER shall make payments of the retention earnings directly to the escrow agent. When CONTRACTOR deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the OWNER within ten (10) days of deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the OWNER and CONTRACTOR. Securities shall be held in the name of the OWNER, and shall designate the CONTRACTOR as beneficial owner.

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

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

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

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

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

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

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

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

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

On behalf of Owner:

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Title

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Name

---

Signature

---

Address

On behalf of Contractor:

President  
Title

Stephen Robinson  
Name



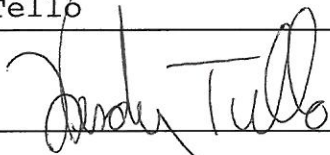
Signature

Rancho Pacific Electric, Inc. - 12182 Santa Margarita Ct. - Rancho Cucamonga, CA 91730  
Address

On behalf of Agent:

Relationship Manager  
Title

Wendy Tello  
Name



Signature

9373 Haven Ave, Rancho Cucamonga, Ca. 91737  
Address

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

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

OWNER

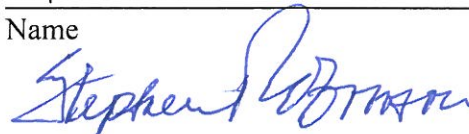
CONTRACTOR

Title

President  
Title

Name

Stephen Robinson  
Name



Signature

Signature



# BOARD AGENDA

REGULAR MEETING  
October 4, 2012

ACTION ITEM

**TO:** Board of Education

**PRESENTED BY:** Ingrid Munsterman, Assistant Superintendent, Human Resources Division

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

**GOAL:** Human Resources Development

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

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

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

***Employment:***

**I-A Certificated – Regular Staff**

1. Avila, Maria de	Elementary Teacher (temporary)	Zimmerman
2. Baeza, Arlina	Elementary Teacher (temporary)	McKinley
3. Barrera, Melissa	Elementary Teacher (temporary)	Zimmerman
4. Bautista, Jennifer	Elementary Teacher (temporary)	Zimmerman
5. Berger, Stacey	Elementary Teacher (temporary)	Rogers
6. Betten, Jody	Elementary Teacher (temporary)	Birney
7. Bolanos, Ivonne	Elementary Teacher (temporary)	Birney
8. Boutwell III, Richard	Social Science Teacher	ROHMS
9. Brown, Erica	Elementary Teacher (temporary)	Lincoln
10. Doolittle, Jeffrey	Elementary Teacher (temporary)	Cooley Ranch
11. Emmerson, Katherine	Elementary Teacher	Zimmerman
12. Fresques, Jay	Elementary Teacher (temporary)	THMS
13. Garcia, Guy	Band Teacher	CMS
14. Gautschi, Robyn	Elementary Teacher (temporary)	Crestmore
15. Gillem, Terry	Math Teacher (temporary)	GTHS
16. Houle, Kaylee	Elementary Teacher (temporary)	Grant
17. Jones, Alisha	Elementary Teacher	Wilson
18. Lemons, Christine	Elementary Teacher (temporary)	ROHMS
19. Love, Heather	Elementary Teacher	Smith
20. Lozano, Cheyna	Elementary Teacher (temporary)	Grand Terrace
21. Luna Vargas, Juan	Elementary Teacher (temporary)	McKinley
22. Mojica, Gretzeel	Elementary Teacher (temporary)	Crestmore
23. Ocegueda, Mayra	Spanish Teacher	GTHS
24. Pereyra, Rena	Elementary Teacher (temporary)	Rogers
25. Prothro, Rayna	Elementary Teacher (temporary)	McKinley
26. Ramos, Alice	Elementary Teacher (temporary)	Zimmerman
27. Rilloraza, Leslie	English Teacher (temporary)	BHS
28. Rivas, Elodia	Elementary Teacher (temporary)	Lincoln
29. Rungo, Art	Elementary Teacher (temporary)	Wilson
30. Schwab, Ariel	Elementary Teacher (temporary)	Cooley Ranch
31. Smith, Tracey	Elementary Teacher (temporary)	Crestmore
32. Urrea, Lisa	Elementary Teacher (temporary)	Birney
33. Vo, Tham	Elementary Teacher (temporary)	Birney
34. Workman, Celine	Elementary Teacher (temporary)	Birney

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

1. Conner, Thomas	Assistant Varsity Football	GTHS
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**I-C Certificated Hourly – None**

**I-D Certificated Substitutes**

1. Conboy, Olivia	4. Klopsch, Jorene
2. Galban, Melissa	5. Nemecek, Alyssa
3. Gudgeon, Kelsey	

I-E Certificated Management ~ None

II-A Classified – Regular Staff

1. Arroyo, Elysa N.	Office Assistant II	CHS
2. Kasulka, Mari W.	Library/Media Tech I	Zimmerman
3. Nunez, Courtney L.	State Preschool Inst. Asst.	Grant SP
4. Sinkfield, Isha L.	Health Assistant	Joe Baca MS
5. Vasquez, Kathleen L.	Library/Media Tech I	Rogers

II-B Classified – Activity/Coaching Assignments

1. Bennett, Ryan T.	Assistant Frosh/Soph Football (walk-on)	GTHS
2. Ellis, Keith J.	HD Frosh/Soph Football (walk-on)	GTHS

II-C Classified – Hourly

1. Becerra, Cecilia	AVID Tutor	CHS
2. Enriquez, Victor	AVID Tutor	THMS

II-D Classified – Substitute

1. Attaway, Linda	General Clerical Worker	6. Irving-Singleton, Regina	General Clerical Worker
2. Caggiano, Sheila	General Clerical Worker (rehired)	7. Olivar, Briana	General Clerical Worker
3. Contreras, Tamara	General Clerical Worker	8. Romero, Yvette	General Clerical Worker
4. Dahlseid, Brianna	General Clerical Worker	9. Wolderman, Senaie	General Clerical Worker
5. Hiltner, Kerissa	General Clerical Worker		

**Resignations/Separations:**

I Certificated

II Classified

	<u>Position</u>	<u>Site</u>	<u>Employment Date</u>	<u>Effective Date</u>
	<u>Position</u>	<u>Site</u>	<u>Employment Date</u>	<u>Effective Date</u>
1. Equels, Jodie	Special Ed. Inst. Asst.	Grand Terrace	07/31/2007	09/08/2012
2. Sok, Khunary	Special Ed. Inst. Asst.	Wilson	06/19/2006	09/26/2012

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

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

**BOARD AGENDA**

Revised 10/01/2012  
See funding and Budget Implications

**REGULAR MEETING**  
**October 4, 2012**

**ACTION ITEM**

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

Jaime Ayala – D.O.  
Assistant Superintendent, Business  
Ernie Guillen-SSC  
Energy Manager

2012 Energy Education Fall  
National Training Conference  
October 14-16, 2012/Nashville, TN  
Energy Mgmt. Fund: \$2,559.28

Lisa Lennox - PPS  
Curriculum Program Specialist  
Kathleen Carlisle  
WorkAbility Technician

WorkAbility I Region 5 Fall  
Business Meeting  
October 15-17, 2012/Carlsbad, CA  
Special Ed. Fund: \$1,479.20

Todd Beal – SSC  
Director, Student Services  
Melissa Kingston  
Coordinator, CWA

2012 National PBIS  
Leadership Forum  
October 17-19, 2012/Rosemont, IL  
~~Homeless Fund: \$3,986.96~~  
**No Cost to the District**

Todd Beal – SSC  
Director, Student Services  
Patricia Navarro  
Enrollment Specialist/CJUSD Homeless Liaison

Fall Coordinators Meeting  
Homeless Education  
October 22-23, 2012/Sacramento, CA  
~~Homeless Fund: \$300.00~~ **\$1,492.52**

Rick Feinstein – D.O./Risk Mgmt./Health Benefits  
Director  
Juanita Battistone,  
Benefits Technician

High Desert Trust 2012/Annual Meeting  
November 2-3, 2012/Laguna Beach,  
CA  
No Cost to the District

Rick Berndt – CMS, Teachers  
Heidi Henry  
Miguel Saucedo  
Sima Javaheri  
Valerie Gutierrez  
Rosalba Esparza

California Mathematics  
Council Convention  
November 2-3, 2012/Palm Springs, CA  
General Fund: \$2,756.66

Jerry Almendarez – D.O.  
Superintendent

ACSA Leadership Summit &  
Urban Educ. Council Meeting  
November 7-8, 2012/San Diego, CA  
Supt's Dept. Fund: \$900.34

**BUDGET**  
**IMPLICATIONS:** General Fund Expenditure: ~~\$11,982.44~~ **\$9,188.08**

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

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



**BOARD AGENDA**

**REGULAR MEETING  
October 4, 2012**

**ACTION ITEM**

**TO:** Board of Education

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

**SUBJECT:** Approval of Purchase Orders

**GOAL:** Student Performance / Personnel Development

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

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

**BUDGET  
IMPLICATIONS:** General Fund 01 Expenditures: \$170,651.56  
Total Expenditures: \$170,651.56

**RECOMMENDATION:** That the Board approve Purchase Orders in excess of \$10,000 for a total of \$170,651.56

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

<u>P.O.</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>RESOURCE</u>	<u>RESOURCE DESCRIPTION</u>	<u>AMOUNT</u>
031240	Dell	Tech. Svs./ I.T.	0000	Revenue Limit – Unrestricted	\$15,119.84
Extension of hardware protection on critical servers, including hardware replacement and software updates on qualified machines, with telephone support services.					
031588	Liberty Paper	Inventory/ Purchasing	0000	Revenue Limit – Unrestricted	\$24,664.50
Restock warehouse paper supplies.					
031592	CI Solutions	New Equip./CHS/GTHS	3725	S3-Safe & Supportive Schools FF&E-Furniture, Fixtures & Equip	CHS-\$15,821.85 GTHS-\$20,398.56
Purchase of handheld scanner program and accompanying software that will be used in conjunction with the attendance, discipline, activities and student incentive programs at both CHS and GTHS. Employees will scan student ID cards for tardies and discipline issues. The scanner will interface with the Zangle program and will save staff time. Other districts utilizing the programs have drastically reduced their student tardies. The equipment will also be used to track Saturday school referrals and attendance.					
031595	Soft Energy	Energy Eff. Lighting Proj @ CHS/ Energy	0000	Revenue Limit – Unrestricted	\$36,146.81
Installation of energy efficient lighting in the Ken Hubbs Gymnasium. The anticipated return on investment is approximately 14 months. The purchase order was previously approved in 2011/12, however, the work was not completed and a new purchase order needs to be issued.					
<b>TOTAL</b>					<b>\$170,651.56</b>

# BOARD AGENDA

REGULAR MEETING  
October 4, 2012

## ACTION ITEM

**TO:** Board of Education

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

**SUBJECT:** Award of Bid #12-13 to Painting and Décor LTD and Paramount Painting, Inc. for the Painting Project at Bloomington and Colton High Schools

**GOAL:** Facilities/Budget Planning

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

**BACKGROUND:** Bids for the Painting Project at Bloomington and Colton High Schools were opened on September 25, 2012. This bid includes complete exterior painting at both sites, as well as, interior painting of the Ken Hubbs Gym at Colton High School.

The bid was conducted in accordance with Public Contract Code 20111 and advertised in accordance with Public Contract Code 20112. Bids were solicited from three contractors, two contractors submitted bids. Bids are being awarded to the lowest responsible bidder per school site. Additive alternate #1 for interior painting of the Ken Hubbs Gym is also being awarded to the lowest responsible bidder for Colton high. A schedule showing the bids received per contractor, per site and their amounts follows.

Painting and Décor LTD	BHS bid amount	\$197,300
	CHS bid amount	286,300
	Additive alternate #1	27,000
Paramount Painting, Inc.	BHS bid amount	\$175,000
	CHS bid amount	287,600

### BUDGET

**IMPLICATIONS:** Building Fund 21 expenditure: \$488,300.00

**RECOMMENDATION:** That the Board award Bid #12-13 to the lowest responsible bidders, Paramount Painting, Inc. for the Painting Project at Bloomington High School in the amount of \$175,000; and Painting and Décor LTD for the Painting Project at Colton High School, including additive alternate #1 in the amount of \$313,300.00 as presented.

**ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board awarded Bid #12-13 to the lowest responsible bidders, Paramount Painting, Inc. for the Painting Project at Bloomington High School in the amount of \$175,000; and Painting and Décor LTD for the Painting Project at Colton High School, including additive alternate #1 in the amount of \$313,300.00 as presented.

# B-4





## BOARD AGENDA

REGULAR MEETING  
October 4, 2012

### ACTION ITEM

**TO:** Board of Education

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

**SUBJECT:** **Approval of Amended Resolution No. 12-51 Approving the Lease-Leaseback Sublease, Site Lease Agreements and Construction Services Agreement and Other Acts Relating to the Construction of Modernization at Crestmore Elementary School**

**GOAL:** Facilities / Support Services

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

**BACKGROUND:** As part of a Request for Qualifications process completed on April 23, 2010, nine firms were prequalified to provide services under a lease-leaseback agreement. Balfour Beatty Construction is one of the nine firms on that prequalified list. Balfour Beatty Construction was competitive, qualifying in second place, in multiple rounds subsequent to RFPs and interviews for capital improvement projects.

On May 17, 2012 the Board approved Balfour Beatty Construction to provide construction services for the modernization projects at Crestmore, Grant, Lewis and Lincoln. At that time a preliminary Guaranteed Maximum Price (GMP) was established. Following the receipt of bids, staff recommends the approval of the final GMP of \$6,818,264. The District contingency, outside of the GMP, is \$200,000 which makes the total project budget \$7,018,264.

**BUDGET IMPLICATIONS:** Bond Fund 21 – Measure G Expenditure: \$7,018,264

**RECOMMENDATION:** That the Board approve Amended Resolution No. 12-51 approving the Lease-Leaseback Sublease, Site Lease Agreements and Construction Services Agreement and other acts relating to the construction of modernization at Crestmore Elementary School.

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

**B-5**

**AMENDED**

**RESOLUTION NO. 12-51**

**AMENDED RESOLUTION OF THE BOARD OF EDUCATION OF THE COLTON JOINT UNIFIED SCHOOL DISTRICT AUTHORIZING THE EXECUTION AND DELIVERY OF A SITE LEASE, SUBLEASE AGREEMENT AND CONSTRUCTION SERVICES AGREEMENT AND OTHER ACTS RELATING TO THE CONSTRUCTION OF MODERNIZATION AT CRESTMORE ELEMENTARY SCHOOL**

WHEREAS, the Colton Joint Unified School District (“District”) desires to construct modernization at Crestmore Elementary School, as more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference (“Sites”), as a lease-leaseback project whereby the District will lease the Site which the District owns to Balfour Beatty Construction (“Builder”) who will construct the Project thereon and lease the Project and underlying Site back to the District;

WHEREAS, Education Code Section 17406 authorizes the governing board of a school district, without advertising for bids, to let to any person, firm or corporation any real property belonging to the district if the instrument by which such property is let requires the lessee to construct on the demised premises, a building or buildings for use of the school district during the term thereof, and provides that title to the building shall vest in the school at the expiration of that term;

WHEREAS, it is in the best interest of the District to cause the construction of the Project through lease and sublease of the Site pursuant to Education Code Section 17406;

WHEREAS, in order to complete the Project, it is necessary that the District enter into the Site Lease, in which the Site will be leased to Builder, and a Sublease Agreement which provides for the sublease of the Site and the lease of the Project by Builder to the District, and that certain other action be taken and authorized;

WHEREAS, the Sublease Agreement includes construction provisions with which Builder shall comply with respect to construction of the Project (“Construction Services Agreement”);

WHEREAS, pursuant to Section 17402 of the Education Code, the plans and specifications for the Project must be prepared and adopted prior to entering into Site Lease and the Sublease Agreement for the Project (“Plans and Specifications”);

WHEREAS, the Plans and Specifications have been approved by the Division of State Architect (“DSA”);

WHEREAS, in order to ensure that moneys sufficient to pay all costs will be available for the Project, the District desires to appropriate funds for the Project from its current fiscal year as provided by the Sublease Agreement;

WHEREAS, the Board has been presented with the Plans and Specifications for the Project and has examined and approves of such documents, subject to minor revisions, if any, by DSA, and subject to the delegation of authority provided by the Board as set forth below;

WHEREAS, the Board has been presented with the form of each document referred to herein relating to the transaction contemplated hereby and the Board has examined and approved each document

and desires to authorize and direct the execution of such documents and the consummation of such transaction, subject to the delegation of authority provided by the Board as set forth below;

WHEREAS, all acts, conditions, and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the transaction authorized hereby, do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the District is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such financing for the purpose, in the manner, and upon the terms herein provided.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE COLTON JOINT UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. Recitals. All of the recitals herein contained are true and correct.

Section 2. Site Lease and Sublease Agreement. The form of agreement entitled "Site Lease," the form of agreement entitled "Sublease Agreement" and the form of agreement entitled "Construction Services Agreement," each presented at this meeting and each to be entered into by and between the District and Builder which together provide generally for (i) the lease by the District of the Site to Builder, (ii) the sublease of the Site and the lease of the Project by Builder to the District, and (iii) the payment of certain lease payments by the District under the Sublease Agreement in an amount equal to the aggregate construction costs for the Project as set forth in the Construction Services Agreement ("Lease Payments") are hereby approved subject to any revisions which are acceptable to both District's Superintendent ("Superintendent") and District's legal counsel. The Superintendent or their designee is hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver to Builder such agreements, once finalized, pursuant to the delegation of authority provided for hereby.

Section 3. Approval of Process. The Governing Board hereby approves of the lease-leaseback process and approves of the Guaranteed Maximum Price amount of \$6,818,264 plus a District Contingency amount of \$200,000 for a total amount of \$7,018,264 for the construction of the Project pursuant to the terms of the Construction Services Agreement.

Section 4. Approval of Plans and Specifications. The Governing Board hereby approves of the DSA-approved Plans and Specifications for the Project.

Section 5. Validation Action. The Board hereby authorizes District counsel to file and litigate an appropriate validation action in the appropriate court with respect to the construction of the Project and the matters approved by this Resolution.

Section 6. Other Acts; Delegation. The District's Governing Board hereby approves a delegation of authority and appoints the District Superintendent, or the designee of the District Superintendent, who is/are hereby authorized and directed, to execute and deliver the Site Lease, Sublease Agreement and Construction Services Agreement as provided by Section 2 above, execute and deliver documents and/or negotiate documents with Builder, execute court pleadings or documents necessary to effectuate the prompt litigation of the validation action, and to do any and all things necessary, in consultation with the staff, that they may deem necessary or advisable in order to effectuate the purpose and intent of this Resolution, all subject to ratification of the Board of Education, if necessary. Said delegation shall be valid during the construction of the Project, or until otherwise rescinded by the Governing Board.

Section 7. Effective Date. This Resolution shall take effect upon adoption.

**PASSED AND ADOPTED** this 4<sup>th</sup> day of October, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

I, Roger Kowalski, President of the Colton Joint Unified School District Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of the resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which resolution is on file in office of said Board.

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President of the Board of Education  
Colton Joint Unified School District

I, Patt Haro, Clerk of the Board of Education of the Colton Joint Unified School District, do hereby certify that the foregoing Resolution was introduced and adopted by the Board of Education of the Colton Joint Unified School District at a regular session meeting thereof held on the 4<sup>th</sup> day of October 2012, by the following forgoing vote.

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Clerk of the Board of Education  
Colton Joint Unified School District

EXHIBIT "A"  
**DESCRIPTION OF SITE**

Property Address and Description:

Crestmore Elementary School  
18870 Jurupa Avenue  
Bloomington, CA 92316  
APN 257-101-05

Project Description:

- Modernization of 15 classrooms, 2 kindergarten rooms and Multi-Purpose room
- Lunch shelter
- New administration building and parking lot

Fire alarm, HVAC and technology upgrades

**AMENDMENT NO. 1**  
**Crestmore Elementary School Modernization Project**  
**Construction Services Agreement**

This Amendment dated October 4, 2012 shall be considered attached to and incorporated in that certain document dated May 17, 2012, entitled “Crestmore Elementary School Modernization Project Construction Services Agreement” (“Agreement”) entered into by and between the Colton Joint Unified School District and Balfour Beatty Construction (collectively “Parties”) as the Parties desire to amend said document in accordance with Section 4 of the Agreement.

Where any Article, Section or Paragraph or portion thereof is amended or superseded, the balance of that Article, Section or Paragraph not specifically amended or superseded shall remain in effect as originally written. Where any Article, Section or Paragraph or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article, Section or Paragraph shall remain in effect as originally written. Where any Article, Section or Paragraph is referenced, such Article, Section or Paragraph is superseded and replaced by the language herein. This Amendment, taken together with the Agreement dated May 17, 2012, represents the new Agreement. In the event of any conflict or discrepancies between the Agreement and this Amendment, this Amendment shall supersede and control. The terms and provisions of the Agreement are hereby amended and supplemented as follows:

**Replace Paragraph A of Section 4 of the Construction Services Agreement with the following:**

- A. **GMP.** The Final GMP for the Project shall be SIX MILLION EIGHT HUNDRED EIGHTEEN THOUSAND TWO HUNDRED SIXTY FOUR DOLLARS (\$6,818,264). The Final GMP is based upon plans and specifications, soils report, and Project timetable documents existing and reviewed by the Contractor at the time this Construction Services Agreement is entered into as more fully described and referenced in the Scope of Work set forth in Exhibit “A.” Contractor’s detailed line item costing of the Project, or Master Budget, totaling the Final GMP is attached hereto as Exhibit “B.” The Final GMP (hereinafter “GMP”) was established, approved by both Parties after receipt of subcontractor bids and confirmed in this duly-executed amendment to the Construction Services Agreement. Furthermore, District and Contractor represent and warrant that the GMP consists of Sublease Payments which incorporate tenant improvement/progress payments to be paid by District during the course of construction, plus the additional sums to be paid as a portion of the rental of the Site. District and Contractor represent and warrant that 1) the total amount of Sublease Payments and optional prepayment thereof includes the total rental for the Project, which total does not exceed the fair market value for the Project, 2) said rental amount has been incorporated into the GMP in

consideration and inducement of this document and the Site Lease and Sublease Agreement, the uses and purposes which may be served by the Project, and the benefits there from which will accrue to the District and the general public, and 3) said rental amount shall be paid by the District as a part of the GMP, pursuant to the terms of this document, with District non-local match contribution local funds. The parties agree that the GMP includes an agreed upon fair market rental value to be paid as rental/lease payments or prepayment thereof, therefore no additional rental payments shall be made by District. Sublease Payments by the District pursuant to the Sublease and Section 20 hereof shall be commensurate with the GMP. The GMP is subject to adjustments for Extra Work/Modifications in accordance with the provisions of Section 9 and adjustments for reductions in the Scope of Work pursuant to the provisions of Section 4(B), below. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit, Contractor Contingency, and Errors and Omissions Allowance (as defined directly below). The District shall have the sole and exclusive right and authority to allocate any additional costs to the Errors and Omissions Allowance or the District Contingency.

**Contractor Contingency.** Within the GMP is a line item amount of ONE HUNDRED SIXTEEN THOUSAND TWO HUNDRED EIGHT DOLLARS (\$116,208) for the Contractor Contingency, which is for the exclusive use of the Contractor, as approved by the District, to pay for miscellaneous work items and Contractor errors, omissions and negligence, which are required to complete the Project. The Contractor shall not use the Contractor Contingency to pay for costs related to extending or enhancing Contractor's staff. The Contractor shall not use the Contractor Contingency to pay for costs related to the following: (a) errors or omissions in the construction documents or unforeseen conditions; (b) discrepancies with the plans and specifications pertaining to applicable building code requirements; (c) substitution of subcontractors, in the event such extra costs related to substitution of subcontractors are protected by an applicable subcontractor bond (provided, however, that if no such subcontractor bond exists, such extra costs associated with substitution of subcontractors may be paid from Contractor Contingency provided District reasonably agrees to such substitution); and/or (d) enhancements or additions to the Scope of Work desired by the District. Costs related to (a)-(d) above will be paid for pursuant to the provisions of Section 9, below. If upon final completion of the Project, funds are remaining in the Contractor Contingency, such funds shall be allocated as follows: Fifty percent (50%) shall be paid to Contractor and fifty percent (50%) shall be retained by the District.

- (1) **Errors and Omissions Allowance.** Within the GMP is a line item amount of SIXTY SEVEN THOUSAND FIVE HUNDRED EIGHT DOLLARS (\$67,508) to cover errors and omissions in the Plans and Specifications (“Errors and Omissions Allowance”). In the event errors or omissions are discovered in the Plans and Specifications which make strict compliance with the specifications impractical, Contractor shall notify District of the need for such work by placing the matter on the agenda of regularly scheduled construction meetings with District for discussion as soon as practicable after the need for such work is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for the work before such work is performed. If District approves such request in writing, the costs of the work, shall be added to or deducted from the Errors and Omissions Allowance within the GMP. Any funds remaining in this Errors and Omissions Allowance at the completion of the Project shall remain unspent and remain allocated to the District.

**Replace Paragraph A of Section 10 of the Construction Services Agreement with the following:**

- A. ONCE THE DISTRICT HAS ISSUED A NOTICE TO PROCEED, CONTRACTOR SHALL PROCEED WITH THE CONSTRUCTION OF THE PROJECT WITH REASONABLE DILIGENCE. CONTRACTOR AGREES THAT THE PROJECT WILL BE SUBSTANTIALLY COMPLETED WITHIN THREE HUNDRED TWENTY SEVEN (327) CALENDAR DAYS FROM THE PROJECT COMMENCEMENT DATE IN THE NOTICE TO PROCEED PURSUANT TO THE PROVISIONS OF SECTION 5, ABOVE, WITH AN INTENDED OCCUPANCY DATE OF SEPTEMBER 14, 2013, THREE HUNDRED TWENTY SEVEN (327) CALENDAR DAYS AFTER THE PROJECT COMMENCEMENT DATE IN THE NOTICE TO PROCEED BY DISTRICT, AS SAID TIME MAY BE EXTENDED FOR SUCH PERIODS OF TIME AS CONTRACTOR IS PREVENTED FROM PROCEEDING WITH OR COMPLETING THE PROJECT FOR ANY CAUSE DESCRIBED IN THIS SECTION 10, OR AS OTHERWISE AGREED TO IN WRITING BY THE DISTRICT AND CONTRACTOR. IF THE WORK IS NOT COMPLETED IN ACCORDANCE WITH THE FOREGOING, IT IS UNDERSTOOD THAT THE DISTRICT WILL SUFFER DAMAGE. CONTRACTOR SHALL NOT BE ENTITLED TO A BONUS OR INCENTIVE PAYMENT FOR COMPLETING THE PROJECT WITHIN LESS THAN THREE HUNDRED TWENTY SEVEN (327) CALENDAR DAYS FROM THE PROJECT COMMENCEMENT DATE IN THE NOTICE TO PROCEED. IT BEING IMPRACTICAL AND INFEASIBLE TO DETERMINE THE AMOUNT OF ACTUAL DAMAGE, IT IS AGREED THAT CONTRACTOR SHALL PAY TO DISTRICT AS FIXED AND LIQUIDATED DAMAGES, AND NOT AS A



**PENALTY, THE SUM OF TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) PER DAY FOR EACH CALENDAR DAY OF DELAY UNTIL WORK IS SUBSTANTIALLY COMPLETED AND ACCEPTED. CONTRACTOR AND HIS SURETY SHALL BE LIABLE FOR THE AMOUNT THEREOF. ANY MONEY DUE OR TO BECOME DUE THE CONTRACTOR MAY BE RETAINED BY THE DISTRICT TO COVER SAID LIQUIDATED DAMAGES. SHOULD SUCH MONEY NOT BE SUFFICIENT TO COVER SAID LIQUIDATED DAMAGES, THE DISTRICT SHALL HAVE THE RIGHT TO RECOVER THE BALANCE FROM THE CONTRACTOR OR ITS SURETIES, WHO WILL PAY SAID BALANCE FORTHWITH.**

This Section 10 and the liquidated damages referred to directly above is expressly understood and agreed to by the Parties hereto:

\_\_\_\_\_ Contractor's Initials

\_\_\_\_\_ District's Initials

**Replace Exhibit "B" of the Construction Services Agreement with the following:**

See attached Amended Exhibit "B."

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

**Balfour Beatty Construction**

**Colton Joint Unified School District**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Colton Joint Unified School District  
Modernization Improvements - Group One  
Final (GMP) Summary**

	<b>Contractors Contingency</b>	<b>E &amp; O Allowance</b>	<b>Base Bid</b>	<b>GMP*</b>	<b>District Contingency</b>	<b>Total Budget</b>
<b>Crestmore</b>	\$ 116,208	\$ 67,508	\$ 6,634,548	\$ 6,818,264	\$ 200,000	\$ 7,018,264
<b>Grant</b>	\$ 85,262	\$ 49,339	\$ 4,848,635	\$ 4,983,236	\$ 200,000	\$ 5,183,236
<b>Lincoln</b>	\$ 75,404	\$ 43,484	\$ 4,273,005	\$ 4,391,893	\$ 200,000	\$ 4,591,893
<b>Lewis</b>	\$ 60,961	\$ 35,293	\$ 3,468,389	\$ 3,564,643	\$ 200,000	\$ 3,764,643
<b>Totals</b>	\$ 337,835	\$ 195,624	\$ 19,224,577	\$ 19,758,036	\$ 800,000	\$ 20,558,036

\*GMP is the sum of Contractor's contingency, E & O allowance, and Base bid.

**BOARD AGENDA**

**REGULAR MEETING  
October 4, 2012**

**ACTION ITEM**

**TO:** Board of Education

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

**SUBJECT:** Approval of Amended Resolution No. 12-52 Approving the Lease-Leaseback Sublease, Site Lease Agreements and Construction Services Agreement and Other Acts Relating to the Construction of Modernization at Grant Elementary School

**GOAL:** Facilities / Support Services

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

**BACKGROUND:** As part of a Request for Qualifications process completed on April 23, 2010, nine firms were prequalified to provide services under a lease-leaseback agreement. Balfour Beatty Construction is one of the nine firms on that prequalified list. Balfour Beatty Construction was competitive, qualifying in second place, in multiple rounds subsequent to RFPs and interviews for capital improvement projects.

On May 17, 2012 the Board approved Balfour Beatty Construction to provide construction services for the modernization projects at Crestmore, Grant, Lewis and Lincoln. At that time a preliminary Guaranteed Maximum Price (GMP) was established. Following the receipt of bids, staff recommends the approval of the final GMP of \$4,983,236. The District contingency, outside of the GMP, is \$200,000 which makes the total project budget \$5,183,236.

**BUDGET IMPLICATIONS:** Bond Fund 21 – Measure G Expenditure: \$5,183,236

**RECOMMENDATION:** That the Board approve Amended Resolution No. 12-52 approving the Lease-Leaseback Sublease, Site Lease Agreements and Construction Services Agreement and other acts relating to the construction of modernization at Grant Elementary School.

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

**B-6**

**AMENDED**

**RESOLUTION NO. 12-52**

**AMENDED RESOLUTION OF THE BOARD OF EDUCATION OF THE COLTON JOINT UNIFIED SCHOOL DISTRICT AUTHORIZING THE EXECUTION AND DELIVERY OF A SITE LEASE, SUBLEASE AGREEMENT AND CONSTRUCTION SERVICES AGREEMENT AND OTHER ACTS RELATING TO THE CONSTRUCTION OF MODERNIZATION AT GRANT ELEMENTARY SCHOOL**

WHEREAS, the Colton Joint Unified School District (“District”) desires to construct modernization at Grant Elementary School, as more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference (“Sites”), as a lease-leaseback project whereby the District will lease the Site which the District owns to Balfour Beatty Construction (“Builder”) who will construct the Project thereon and lease the Project and underlying Site back to the District;

WHEREAS, Education Code Section 17406 authorizes the governing board of a school district, without advertising for bids, to let to any person, firm or corporation any real property belonging to the district if the instrument by which such property is let requires the lessee to construct on the demised premises, a building or buildings for use of the school district during the term thereof, and provides that title to the building shall vest in the school at the expiration of that term;

WHEREAS, it is in the best interest of the District to cause the construction of the Project through lease and sublease of the Site pursuant to Education Code Section 17406;

WHEREAS, in order to complete the Project, it is necessary that the District enter into the Site Lease, in which the Site will be leased to Builder, and a Sublease Agreement which provides for the sublease of the Site and the lease of the Project by Builder to the District, and that certain other action be taken and authorized;

WHEREAS, the Sublease Agreement includes construction provisions with which Builder shall comply with respect to construction of the Project (“Construction Services Agreement”);

WHEREAS, pursuant to Section 17402 of the Education Code, the plans and specifications for the Project must be prepared and adopted prior to entering into Site Lease and the Sublease Agreement for the Project (“Plans and Specifications”);

WHEREAS, the Plans and Specifications have been approved by the Division of State Architect (“DSA”);

WHEREAS, in order to ensure that moneys sufficient to pay all costs will be available for the Project, the District desires to appropriate funds for the Project from its current fiscal year as provided by the Sublease Agreement;

WHEREAS, the Board has been presented with the Plans and Specifications for the Project and has examined and approves of such documents, subject to minor revisions, if any, by DSA, and subject to the delegation of authority provided by the Board as set forth below;

WHEREAS, the Board has been presented with the form of each document referred to herein relating to the transaction contemplated hereby and the Board has examined and approved each document and desires to authorize and direct the execution of such documents and the consummation of such transaction, subject to the delegation of authority provided by the Board as set forth below;

WHEREAS, all acts, conditions, and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the transaction authorized hereby, do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the District is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such financing for the purpose, in the manner, and upon the terms herein provided.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE COLTON JOINT UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. Recitals. All of the recitals herein contained are true and correct.

Section 2. Site Lease and Sublease Agreement. The form of agreement entitled "Site Lease," the form of agreement entitled "Sublease Agreement" and the form of agreement entitled "Construction Services Agreement," each presented at this meeting and each to be entered into by and between the District and Builder which together provide generally for (i) the lease by the District of the Site to Builder, (ii) the sublease of the Site and the lease of the Project by Builder to the District, and (iii) the payment of certain lease payments by the District under the Sublease Agreement in an amount equal to the aggregate construction costs for the Project as set forth in the Construction Services Agreement ("Lease Payments") are hereby approved subject to any revisions which are acceptable to both District's Superintendent ("Superintendent") and District's legal counsel. The Superintendent or their designee is hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver to Builder such agreements, once finalized, pursuant to the delegation of authority provided for hereby.

Section 3. Approval of Process. The Governing Board hereby approves of the lease-leaseback process and approves of the Guaranteed Maximum Price amount of \$4,983,236 plus a District Contingency amount of \$200,000, for a total amount of \$5,183,236, for the construction of the Project pursuant to the terms of the Construction Services Agreement.

Section 4. Approval of Plans and Specifications. The Governing Board hereby approves of the DSA-approved Plans and Specifications for the Project.

Section 5. Validation Action. The Board hereby authorizes District counsel to file and litigate an appropriate validation action in the appropriate court with respect to the construction of the Project and the matters approved by this Resolution.

Section 6. Other Acts; Delegation. The District's Governing Board hereby approves a delegation of authority and appoints the District Superintendent, or the designee of the District Superintendent, who is/are hereby authorized and directed, to execute and deliver the Site Lease, Sublease Agreement and Construction Services Agreement as provided by Section 2 above, execute and deliver documents and/or negotiate documents with Builder, execute court pleadings or documents necessary to effectuate the prompt litigation of the validation action, and to do any and all things necessary, in consultation with the staff, that they may deem necessary or advisable in order to effectuate the purpose and intent of this Resolution, all subject to ratification of the Board of Education, if necessary. Said delegation shall be valid during the construction of the Project, or until otherwise rescinded by the Governing Board.

Section 7. Effective Date. This Resolution shall take effect upon adoption.

**PASSED AND ADOPTED** this 4<sup>th</sup> day of October, 2012 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAINED:

I, Roger Kowalski, President of the Colton Joint Unified School District Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of the resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which resolution is on file in office of said Board.

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President of the Board of Education  
Colton Joint Unified School District

I, Patt Haro, Clerk of the Board of Education of the Colton Joint Unified School District, do hereby certify that the foregoing Resolution was introduced and adopted by the Board of Education of the Colton Joint Unified School District at a regular session meeting thereof held on the 4<sup>th</sup> day of October 2012, by the following forgoing vote.

---

Clerk of the Board of Education  
Colton Joint Unified School District

EXHIBIT "A"  
**DESCRIPTION OF SITE**

Property Address and Description:

Grant Elementary School  
550 West Olive Street  
Colton, CA 92324  
APN 161-161-12

Project Description:

- Modernization of 17 classrooms, 2 kindergarten rooms and Multi-Purpose room
- Lunch shelter
- Modernization to administration building
- Fire alarm, HVAC and technology upgrades

**AMENDMENT NO. 1**  
**Grant Elementary School Modernization Project**  
**Construction Services Agreement**

This Amendment dated October 4, 2012 shall be considered attached to and incorporated in that certain document dated May 17, 2012, entitled "Grant Elementary School Modernization Project Construction Services Agreement" ("Agreement") entered into by and between the Colton Joint Unified School District and Balfour Beatty Construction (collectively "Parties") as the Parties desire to amend said document in accordance with Section 4 of the Agreement.

Where any Article, Section or Paragraph or portion thereof is amended or superseded, the balance of that Article, Section or Paragraph not specifically amended or superseded shall remain in effect as originally written. Where any Article, Section or Paragraph or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article, Section or Paragraph shall remain in effect as originally written. Where any Article, Section or Paragraph is referenced, such Article, Section or Paragraph is superseded and replaced by the language herein. This Amendment, taken together with the Agreement dated May 17, 2012, represents the new Agreement. In the event of any conflict or discrepancies between the Agreement and this Amendment, this Amendment shall supersede and control. The terms and provisions of the Agreement are hereby amended and supplemented as follows:

**Replace Paragraph A of Section 4 of the Construction Services Agreement with the following:**

- A. **GMP.** The Final GMP for the Project shall be FOUR MILLION NINE HUNDRED EIGHTY THREE THOUSAND TWO HUNDRED THIRTY SIX DOLLARS (\$4,983,236). The Final GMP is based upon plans and specifications, soils report, and Project timetable documents existing and reviewed by the Contractor at the time this Construction Services Agreement is entered into as more fully described and referenced in the Scope of Work set forth in Exhibit "A." Contractor's detailed line item costing of the Project, or Master Budget, totaling the Final GMP is attached hereto as Exhibit "B." The Final GMP (hereinafter "GMP") was established, approved by both Parties after receipt of subcontractor bids and confirmed in this duly-executed amendment to the Construction Services Agreement. Furthermore, District and Contractor represent and warrant that the GMP consists of Sublease Payments which incorporate tenant improvement/progress payments to be paid by District during the course of construction, plus the additional sums to be paid as a portion of the rental of the Site. District and Contractor represent and warrant that 1) the total amount of Sublease Payments and optional prepayment thereof includes the total rental for the Project, which total does not exceed the fair market value for the Project, 2) said rental amount has been incorporated into the GMP in consideration and inducement of this document and the Site



Lease and Sublease Agreement, the uses and purposes which may be served by the Project, and the benefits there from which will accrue to the District and the general public, and 3) said rental amount shall be paid by the District as a part of the GMP, pursuant to the terms of this document, with District non-local match contribution local funds. The parties agree that the GMP includes an agreed upon fair market rental value to be paid as rental/lease payments or prepayment thereof, therefore no additional rental payments shall be made by District. Sublease Payments by the District pursuant to the Sublease and Section 20 hereof shall be commensurate with the GMP. The GMP is subject to adjustments for Extra Work/Modifications in accordance with the provisions of Section 9 and adjustments for reductions in the Scope of Work pursuant to the provisions of Section 4(B), below. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit, Contractor Contingency, and Errors and Omissions Allowance (as defined directly below). The District shall have the sole and exclusive right and authority to allocate any additional costs to the Errors and Omissions Allowance or the District Contingency.

**Contractor Contingency.** Within the GMP is a line item amount of EIGHTY FIVE THOUSAND TWO HUNDRED SIXTY TWO DOLLARS (\$85,262) for the Contractor Contingency, which is for the exclusive use of the Contractor, as approved by the District, to pay for miscellaneous work items and Contractor errors, omissions and negligence, which are required to complete the Project. The Contractor shall not use the Contractor Contingency to pay for costs related to extending or enhancing Contractor's staff. The Contractor shall not use the Contractor Contingency to pay for costs related to the following: (a) errors or omissions in the construction documents or unforeseen conditions; (b) discrepancies with the plans and specifications pertaining to applicable building code requirements; (c) substitution of subcontractors, in the event such extra costs related to substitution of subcontractors are protected by an applicable subcontractor bond (provided, however, that if no such subcontractor bond exists, such extra costs associated with substitution of subcontractors may be paid from Contractor Contingency provided District reasonably agrees to such substitution); and/or (d) enhancements or additions to the Scope of Work desired by the District. Costs related to (a)-(d) above will be paid for pursuant to the provisions of Section 9, below. If upon final completion of the Project, funds are remaining in the Contractor Contingency, such funds shall be allocated as follows: Fifty percent (50%) shall be paid to Contractor and fifty percent (50%) shall be retained by the District.

- (1) **Errors and Omissions Allowance.** Within the GMP is a line item amount of FORTY NINE THOUSAND THREE HUNDRED THIRTY NINE DOLLARS (\$49,339) to cover errors and omissions in the Plans and Specifications (“Errors and Omissions Allowance”). In the event errors or omissions are discovered in the Plans and Specifications which make strict compliance with the specifications impractical, Contractor shall notify District of the need for such work by placing the matter on the agenda of regularly scheduled construction meetings with District for discussion as soon as practicable after the need for such work is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for the work before such work is performed. If District approves such request in writing, the costs of the work, shall be added to or deducted from the Errors and Omissions Allowance within the GMP. Any funds remaining in this Errors and Omissions Allowance at the completion of the Project shall remain unspent and remain allocated to the District.

**Replace Paragraph A of Section 10 of the Construction Services Agreement with the following:**

- A. ONCE THE DISTRICT HAS ISSUED A NOTICE TO PROCEED, CONTRACTOR SHALL PROCEED WITH THE CONSTRUCTION OF THE PROJECT WITH REASONABLE DILIGENCE. CONTRACTOR AGREES THAT THE PROJECT WILL BE SUBSTANTIALLY COMPLETED WITHIN THREE HUNDRED TWENTY SEVEN (327) CALENDAR DAYS FROM THE PROJECT COMMENCEMENT DATE IN THE NOTICE TO PROCEED PURSUANT TO THE PROVISIONS OF SECTION 5, ABOVE, WITH AN INTENDED OCCUPANCY DATE OF SEPTEMBER 14, 2013, THREE HUNDRED TWENTY SEVEN (327) CALENDAR DAYS AFTER THE PROJECT COMMENCEMENT DATE IN THE NOTICE TO PROCEED BY DISTRICT, AS SAID TIME MAY BE EXTENDED FOR SUCH PERIODS OF TIME AS CONTRACTOR IS PREVENTED FROM PROCEEDING WITH OR COMPLETING THE PROJECT FOR ANY CAUSE DESCRIBED IN THIS SECTION 10, OR AS OTHERWISE AGREED TO IN WRITING BY THE DISTRICT AND CONTRACTOR. IF THE WORK IS NOT COMPLETED IN ACCORDANCE WITH THE FOREGOING, IT IS UNDERSTOOD THAT THE DISTRICT WILL SUFFER DAMAGE. CONTRACTOR SHALL NOT BE ENTITLED TO A BONUS OR INCENTIVE PAYMENT FOR COMPLETING THE PROJECT WITHIN LESS THAN THREE HUNDRED TWENTY SEVEN (327) CALENDAR DAYS FROM THE PROJECT COMMENCEMENT DATE IN THE NOTICE TO PROCEED. IT BEING IMPRACTICAL AND INFEASIBLE TO DETERMINE THE AMOUNT OF ACTUAL DAMAGE, IT IS AGREED THAT CONTRACTOR SHALL PAY TO DISTRICT AS FIXED AND LIQUIDATED DAMAGES, AND NOT AS A

**PENALTY, THE SUM OF TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) PER DAY FOR EACH CALENDAR DAY OF DELAY UNTIL WORK IS SUBSTANTIALLY COMPLETED AND ACCEPTED. CONTRACTOR AND HIS SURETY SHALL BE LIABLE FOR THE AMOUNT THEREOF. ANY MONEY DUE OR TO BECOME DUE THE CONTRACTOR MAY BE RETAINED BY THE DISTRICT TO COVER SAID LIQUIDATED DAMAGES. SHOULD SUCH MONEY NOT BE SUFFICIENT TO COVER SAID LIQUIDATED DAMAGES, THE DISTRICT SHALL HAVE THE RIGHT TO RECOVER THE BALANCE FROM THE CONTRACTOR OR ITS SURETIES, WHO WILL PAY SAID BALANCE FORTHWITH.**

This Section 10 and the liquidated damages referred to directly above is expressly understood and agreed to by the Parties hereto:

\_\_\_\_\_ Contractor's Initials

\_\_\_\_\_ District's Initials

**Replace Exhibit "B" of the Construction Services Agreement with the following:**

See attached Amended Exhibit "B."

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

**Balfour Beatty Construction**

**Colton Joint Unified School District**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Colton Joint Unified School District  
Modernization Improvements - Group One  
Final (GMP) Summary**

	<b>Contractors Contingency</b>	<b>E &amp; O Allowance</b>	<b>Base Bid</b>	<b>GMP*</b>	<b>District Contingency</b>	<b>Total Budget</b>
<b>Crestmore</b>	\$ 116,208	\$ 67,508	\$ 6,634,548	\$ 6,818,264	\$ 200,000	\$ 7,018,264
<b>Grant</b>	\$ 85,262	\$ 49,339	\$ 4,848,635	\$ 4,983,236	\$ 200,000	\$ 5,183,236
<b>Lincoln</b>	\$ 75,404	\$ 43,484	\$ 4,273,005	\$ 4,391,893	\$ 200,000	\$ 4,591,893
<b>Lewis</b>	\$ 60,961	\$ 35,293	\$ 3,468,389	\$ 3,564,643	\$ 200,000	\$ 3,764,643
<b>Totals</b>	\$ 337,835	\$ 195,624	\$ 19,224,577	\$ 19,758,036	\$ 800,000	\$ 20,558,036

\*GMP is the sum of Contractor's contingency, E & O allowance, and Base bid.

## BOARD AGENDA

REGULAR MEETING  
October 4, 2012

### ACTION ITEM

**TO:** Board of Education

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

**SUBJECT:** Approval of Amended Resolution No. 12-53 Approving the Lease-Leaseback Sublease, Site Lease Agreements and Construction Services Agreement and Other Acts Relating to the Construction of Modernization at Lewis Elementary School

**GOAL:** Facilities / Support Services

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

**BACKGROUND:** As part of a Request for Qualifications process completed on April 23, 2010, nine firms were prequalified to provide services under a lease-leaseback agreement. Balfour Beatty Construction is one of the nine firms on that prequalified list. Balfour Beatty Construction was competitive, qualifying in second place, in multiple rounds subsequent to RFPs and interviews for capital improvement projects.

On May 17, 2012 the Board approved Balfour Beatty Construction to provide construction services for the modernization projects at Crestmore, Grant, Lewis and Lincoln. At that time a preliminary Guaranteed Maximum Price (GMP) was established. Following the receipt of bids, staff recommends the approval of the final GMP of \$3,564,643. The District contingency, outside of the GMP, is \$200,000 which makes the total project budget \$3,764,643.

**BUDGET IMPLICATIONS:** Bond Fund 21 – Measure G Expenditure: \$3,764,643

**RECOMMENDATION:** That the Board approve Amended Resolution No. 12-53 approving the Lease-Leaseback Sublease, Site Lease Agreements and Construction Services Agreement and other acts relating to the construction of modernization at Lewis Elementary School.

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

B-7

**AMENDED**

**RESOLUTION NO. 12-53**

**AMENDED RESOLUTION OF THE BOARD OF EDUCATION OF THE COLTON JOINT UNIFIED SCHOOL DISTRICT AUTHORIZING THE EXECUTION AND DELIVERY OF A SITE LEASE, SUBLEASE AGREEMENT AND CONSTRUCTION SERVICES AGREEMENT AND OTHER ACTS RELATING TO THE CONSTRUCTION OF MODERNIZATION AT LEWIS ELEMENTARY SCHOOL**

WHEREAS, the Colton Joint Unified School District (“District”) desires to construct modernizations at Lewis Elementary School, as more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference (“Sites”), as a lease-leaseback project whereby the District will lease the Site which the District owns to Balfour Beatty Construction (“Builder”) who will construct the Project thereon and lease the Project and underlying Site back to the District;

WHEREAS, Education Code Section 17406 authorizes the governing board of a school district, without advertising for bids, to let to any person, firm or corporation any real property belonging to the district if the instrument by which such property is let requires the lessee to construct on the demised premises, a building or buildings for use of the school district during the term thereof, and provides that title to the building shall vest in the school at the expiration of that term;

WHEREAS, it is in the best interest of the District to cause the construction of the Project through lease and sublease of the Site pursuant to Education Code Section 17406;

WHEREAS, in order to complete the Project, it is necessary that the District enter into the Site Lease, in which the Site will be leased to Builder, and a Sublease Agreement which provides for the sublease of the Site and the lease of the Project by Builder to the District, and that certain other action be taken and authorized;

WHEREAS, the Sublease Agreement includes construction provisions with which Builder shall comply with respect to construction of the Project (“Construction Services Agreement”);

WHEREAS, pursuant to Section 17402 of the Education Code, the plans and specifications for the Project must be prepared and adopted prior to entering into Site Lease and the Sublease Agreement for the Project (“Plans and Specifications”);

WHEREAS, the Plans and Specifications have been approved by the Division of State Architect (“DSA”);

WHEREAS, in order to ensure that moneys sufficient to pay all costs will be available for the Project, the District desires to appropriate funds for the Project from its current fiscal year as provided by the Sublease Agreement;

WHEREAS, the Board has been presented with the Plans and Specifications for the Project and has examined and approves of such documents, subject to minor revisions, if any, by DSA, and subject to the delegation of authority provided by the Board as set forth below;

WHEREAS, the Board has been presented with the form of each document referred to herein relating to the transaction contemplated hereby and the Board has examined and approved each document and desires to authorize and direct the execution of such documents and the consummation of such transaction, subject to the delegation of authority provided by the Board as set forth below;

WHEREAS, all acts, conditions, and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the transaction authorized hereby, do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the District is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such financing for the purpose, in the manner, and upon the terms herein provided.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE COLTON JOINT UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. Recitals. All of the recitals herein contained are true and correct.

Section 2. Site Lease and Sublease Agreement. The form of agreement entitled "Site Lease," the form of agreement entitled "Sublease Agreement" and the form of agreement entitled "Construction Services Agreement," each presented at this meeting and each to be entered into by and between the District and Builder which together provide generally for (i) the lease by the District of the Site to Builder, (ii) the sublease of the Site and the lease of the Project by Builder to the District, and (iii) the payment of certain lease payments by the District under the Sublease Agreement in an amount equal to the aggregate construction costs for the Project as set forth in the Construction Services Agreement ("Lease Payments") are hereby approved subject to any revisions which are acceptable to both District's Superintendent ("Superintendent") and District's legal counsel. The Superintendent or their designee is hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver to Builder such agreements, once finalized, pursuant to the delegation of authority provided for hereby.

Section 3. Approval of Process. The Governing Board hereby approves of the lease-leaseback process and approves of the Guaranteed Maximum Price amount of \$3,564,643 plus a District Contingency amount of \$200,000 for a total amount of \$3,764,643, for the construction of the Project pursuant to the terms of the Construction Services Agreement.

Section 4. Approval of Plans and Specifications. The Governing Board hereby approves of the DSA-approved Plans and Specifications for the Project.

Section 5. Validation Action. The Board hereby authorizes District counsel to file and litigate an appropriate validation action in the appropriate court with respect to the construction of the Project and the matters approved by this Resolution.

Section 6. Other Acts; Delegation. The District's Governing Board hereby approves a delegation of authority and appoints the District Superintendent, or the designee of the District Superintendent, who is/are hereby authorized and directed, to execute and deliver the Site Lease, Sublease Agreement and Construction Services Agreement as provided by Section 2 above, execute and deliver documents and/or negotiate documents with Builder, execute court pleadings or documents necessary to effectuate the prompt litigation of the validation action, and to do any and all things necessary, in consultation with the staff, that they may deem necessary or advisable in order to effectuate the purpose and intent of this Resolution, all subject to ratification of the Board of Education, if necessary. Said delegation shall be valid during the construction of the Project, or until otherwise rescinded by the Governing Board.

Section 7. Effective Date. This Resolution shall take effect upon adoption.

**PASSED AND ADOPTED** this 4<sup>th</sup> day of October, 2012 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAINED:

I, Roger Kowalski, President of the Colton Joint Unified School District Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of the resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which resolution is on file in office of said Board.

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President of the Board of Education  
Colton Joint Unified School District

I, Patt Haro, Clerk of the Board of Education of the Colton Joint Unified School District, do hereby certify that the foregoing Resolution was introduced and adopted by the Board of Education of the Colton Joint Unified School District at a regular session meeting thereof held on the 4<sup>th</sup> day of October 2012, by the following forgoing vote.

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Clerk of the Board of Education  
Colton Joint Unified School District



EXHIBIT "A"  
**DESCRIPTION OF SITE**

Property Address and Description:

Lewis Elementary School  
18040 San Bernardino Avenue  
Bloomington, CA 92316  
APN 249-132-15, 16

Project Description:

- Modernization of 14 classrooms, 1 kindergarten room and Multi-Purpose room
- Fire alarm, HVAC and technology upgrades

**AMENDMENT NO. 1**  
**Lewis Elementary School Modernization Project**  
**Construction Services Agreement**

This Amendment dated October 4, 2012 shall be considered attached to and incorporated in that certain document dated May 17, 2012, entitled "Lewis Elementary School Modernization Project Construction Services Agreement" ("Agreement") entered into by and between the Colton Joint Unified School District and Balfour Beatty Construction (collectively "Parties") as the Parties desire to amend said document in accordance with Section 4 of the Agreement.

Where any Article, Section or Paragraph or portion thereof is amended or superseded, the balance of that Article, Section or Paragraph not specifically amended or superseded shall remain in effect as originally written. Where any Article, Section or Paragraph or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article, Section or Paragraph shall remain in effect as originally written. Where any Article, Section or Paragraph is referenced, such Article, Section or Paragraph is superseded and replaced by the language herein. This Amendment, taken together with the Agreement dated May 17, 2012, represents the new Agreement. In the event of any conflict or discrepancies between the Agreement and this Amendment, this Amendment shall supersede and control. The terms and provisions of the Agreement are hereby amended and supplemented as follows:

**Replace Paragraph A of Section 4 of the Construction Services Agreement with the following:**

- A. **GMP. The Final GMP for the Project shall be THREE MILLION FIVE HUNDRED SIXTY FOUR THOUSAND SIX HUNDRED FORTY THREE DOLLARS (\$3,564,643). The Final GMP is based upon plans and specifications, soils report, and Project timetable documents existing and reviewed by the Contractor at the time this Construction Services Agreement is entered into as more fully described and referenced in the Scope of Work set forth in Exhibit "A." Contractor's detailed line item costing of the Project, or Master Budget, totaling the Final GMP is attached hereto as Exhibit "B." The Final GMP (hereinafter "GMP") was established, approved by both Parties after receipt of subcontractor bids and confirmed in this duly-executed amendment to the Construction Services Agreement. Furthermore, District and Contractor represent and warrant that the GMP consists of Sublease Payments which incorporate tenant improvement/progress payments to be paid by District during the course of construction, plus the additional sums to be paid as a portion of the rental of the Site. District and Contractor represent and warrant that 1) the total amount of Sublease Payments and optional prepayment thereof includes the total rental for the Project, which total does not exceed the fair market value for the Project, 2) said rental amount has been incorporated into the GMP in consideration and inducement of this document and the Site**

Lease and Sublease Agreement, the uses and purposes which may be served by the Project, and the benefits there from which will accrue to the District and the general public, and 3) said rental amount shall be paid by the District as a part of the GMP, pursuant to the terms of this document, with District non-local match contribution local funds. The parties agree that the GMP includes an agreed upon fair market rental value to be paid as rental/lease payments or prepayment thereof, therefore no additional rental payments shall be made by District. Sublease Payments by the District pursuant to the Sublease and Section 20 hereof shall be commensurate with the GMP. The GMP is subject to adjustments for Extra Work/Modifications in accordance with the provisions of Section 9 and adjustments for reductions in the Scope of Work pursuant to the provisions of Section 4(B), below. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit, Contractor Contingency, and Errors and Omissions Allowance (as defined directly below). The District shall have the sole and exclusive right and authority to allocate any additional costs to the Errors and Omissions Allowance or the District Contingency.

**Contractor Contingency.** Within the GMP is a line item amount of SIXTY THOUSAND NINE HUNDRED SIXTY ONE DOLLARS (\$60,961) for the Contractor Contingency, which is for the exclusive use of the Contractor, as approved by the District, to pay for miscellaneous work items and Contractor errors, omissions and negligence, which are required to complete the Project. The Contractor shall not use the Contractor Contingency to pay for costs related to extending or enhancing Contractor's staff. The Contractor shall not use the Contractor Contingency to pay for costs related to the following: (a) errors or omissions in the construction documents or unforeseen conditions; (b) discrepancies with the plans and specifications pertaining to applicable building code requirements; (c) substitution of subcontractors, in the event such extra costs related to substitution of subcontractors are protected by an applicable subcontractor bond (provided, however, that if no such subcontractor bond exists, such extra costs associated with substitution of subcontractors may be paid from Contractor Contingency provided District reasonably agrees to such substitution); and/or (d) enhancements or additions to the Scope of Work desired by the District. Costs related to (a)-(d) above will be paid for pursuant to the provisions of Section 9, below. If upon final completion of the Project, funds are remaining in the Contractor Contingency, such funds shall be allocated as follows: Fifty percent (50%) shall be paid to Contractor and fifty percent (50%) shall be retained by the District.

(1) **Errors and Omissions Allowance.** Within the GMP is a line item amount of THIRTY FIVE THOUSAND TWO HUNDRED NINETY

**THREE DOLLARS (\$35,293) to cover errors and omissions in the Plans and Specifications ("Errors and Omissions Allowance"). In the event errors or omissions are discovered in the Plans and Specifications which make strict compliance with the specifications impractical, Contractor shall notify District of the need for such work by placing the matter on the agenda of regularly scheduled construction meetings with District for discussion as soon as practicable after the need for such work is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for the work before such work is performed. If District approves such request in writing, the costs of the work, shall be added to or deducted from the Errors and Omissions Allowance within the GMP. Any funds remaining in this Errors and Omissions Allowance at the completion of the Project shall remain unspent and remain allocated to the District.**

**Replace Paragraph A of Section 10 of the Construction Services Agreement with the following:**

- A. ONCE THE DISTRICT HAS ISSUED A NOTICE TO PROCEED, CONTRACTOR SHALL PROCEED WITH THE CONSTRUCTION OF THE PROJECT WITH REASONABLE DILIGENCE. CONTRACTOR AGREES THAT THE PROJECT WILL BE SUBSTANTIALLY COMPLETED WITHIN THREE HUNDRED TWENTY SEVEN (327) CALENDAR DAYS FROM THE PROJECT COMMENCEMENT DATE IN THE NOTICE TO PROCEED PURSUANT TO THE PROVISIONS OF SECTION 5, ABOVE, WITH AN INTENDED OCCUPANCY DATE OF SEPTEMBER 14, 2013, THREE HUNDRED TWENTY SEVEN (327) CALENDAR DAYS AFTER THE PROJECT COMMENCEMENT DATE IN THE NOTICE TO PROCEED BY DISTRICT, AS SAID TIME MAY BE EXTENDED FOR SUCH PERIODS OF TIME AS CONTRACTOR IS PREVENTED FROM PROCEEDING WITH OR COMPLETING THE PROJECT FOR ANY CAUSE DESCRIBED IN THIS SECTION 10, OR AS OTHERWISE AGREED TO IN WRITING BY THE DISTRICT AND CONTRACTOR. IF THE WORK IS NOT COMPLETED IN ACCORDANCE WITH THE FOREGOING, IT IS UNDERSTOOD THAT THE DISTRICT WILL SUFFER DAMAGE. CONTRACTOR SHALL NOT BE ENTITLED TO A BONUS OR INCENTIVE PAYMENT FOR COMPLETING THE PROJECT WITHIN LESS THAN THREE HUNDRED TWENTY SEVEN (327) CALENDAR DAYS FROM THE PROJECT COMMENCEMENT DATE IN THE NOTICE TO PROCEED. IT BEING IMPRACTICAL AND INFEASIBLE TO DETERMINE THE AMOUNT OF ACTUAL DAMAGE, IT IS AGREED THAT CONTRACTOR SHALL PAY TO DISTRICT AS FIXED AND LIQUIDATED DAMAGES, AND NOT AS A PENALTY, THE SUM OF TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) PER DAY FOR EACH CALENDAR DAY OF DELAY UNTIL**

**WORK IS SUBSTANTIALLY COMPLETED AND ACCEPTED. CONTRACTOR AND HIS SURETY SHALL BE LIABLE FOR THE AMOUNT THEREOF. ANY MONEY DUE OR TO BECOME DUE THE CONTRACTOR MAY BE RETAINED BY THE DISTRICT TO COVER SAID LIQUIDATED DAMAGES. SHOULD SUCH MONEY NOT BE SUFFICIENT TO COVER SAID LIQUIDATED DAMAGES, THE DISTRICT SHALL HAVE THE RIGHT TO RECOVER THE BALANCE FROM THE CONTRACTOR OR ITS SURETIES, WHO WILL PAY SAID BALANCE FORTHWITH.**

This Section 10 and the liquidated damages referred to directly above is expressly understood and agreed to by the Parties hereto:

\_\_\_\_\_ Contractor's Initials

\_\_\_\_\_ District's Initials

**Replace Exhibit "B" of the Construction Services Agreement with the following:**

See attached Amended Exhibit "B."

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

**Balfour Beatty Construction**

**Colton Joint Unified School District**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Colton Joint Unified School District  
Modernization Improvements - Group One  
Final (GMP) Summary**

	<b>Contractors Contingency</b>	<b>E &amp; O Allowance</b>	<b>Base Bid</b>	<b>GMP*</b>	<b>District Contingency</b>	<b>Total Budget</b>
<b>Crestmore</b>	\$ 116,208	\$ 67,508	\$ 6,634,548	\$ 6,818,264	\$ 200,000	\$ 7,018,264
<b>Grant</b>	\$ 85,262	\$ 49,339	\$ 4,848,635	\$ 4,983,236	\$ 200,000	\$ 5,183,236
<b>Lincoln</b>	\$ 75,404	\$ 43,484	\$ 4,273,005	\$ 4,391,893	\$ 200,000	\$ 4,591,893
<b>Lewis</b>	\$ 60,961	\$ 35,293	\$ 3,468,389	\$ 3,564,643	\$ 200,000	\$ 3,764,643
<b>Totals</b>	\$ 337,835	\$ 195,624	\$ 19,224,577	\$ 19,758,036	\$ 800,000	\$ 20,558,036

\*GMP is the sum of Contractor's contingency, E & O allowance, and Base bid.

## BOARD AGENDA

REGULAR MEETING  
October 4, 2012

### ACTION ITEM

**TO:** Board of Education

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

**SUBJECT:** Approval of Amended Resolution No. 12-54 Approving the Lease-Leaseback Sublease, Site Lease Agreements and Construction Services Agreement and Other Acts Relating to the Construction of Modernization at Lincoln Elementary School

**GOAL:** Facilities / Support Services

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

**BACKGROUND:** As part of a Request for Qualifications process completed on April 23, 2010, nine firms were prequalified to provide services under a lease-leaseback agreement. Balfour Beatty Construction is one of the nine firms on that prequalified list. Balfour Beatty Construction was competitive, qualifying in second place, in multiple rounds subsequent to RFPs and interviews for capital improvement projects.

On May 17, 2012 the Board approved Balfour Beatty Construction to provide construction services for the modernization projects at Crestmore, Grant, Lewis and Lincoln. At that time a preliminary Guaranteed Maximum Price (GMP) was established. Following the receipt of bids, staff recommends the approval of the final GMP of \$4,391,893. The District contingency, outside of the GMP, is \$200,000 which makes the total project budget \$4,591,893.

**BUDGET IMPLICATIONS:** Bond Fund 21 – Measure G Expenditure: \$4,591,893

**RECOMMENDATION:** That the Board approve Amended Resolution No. 12-54 approving the Lease-Leaseback Sublease, Site Lease Agreements and Construction Services Agreement and other acts relating to the construction of modernization at Lincoln Elementary School.

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

**B-8**

**AMENDED**

**RESOLUTION NO. 12-54**

**AMENDED RESOLUTION OF THE BOARD OF EDUCATION OF THE COLTON JOINT UNIFIED SCHOOL DISTRICT AUTHORIZING THE EXECUTION AND DELIVERY OF A SITE LEASE, SUBLEASE AGREEMENT AND CONSTRUCTION SERVICES AGREEMENT AND OTHER ACTS RELATING TO THE CONSTRUCTION OF MODERNIZATION AT LINCOLN ELEMENTARY SCHOOL**

WHEREAS, the Colton Joint Unified School District (“District”) desires to construct modernization at Lincoln Elementary School, as more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference (“Sites”), as a lease-leaseback project whereby the District will lease the Site which the District owns to Balfour Beatty Construction (“Builder”) who will construct the Project thereon and lease the Project and underlying Site back to the District;

WHEREAS, Education Code Section 17406 authorizes the governing board of a school district, without advertising for bids, to let to any person, firm or corporation any real property belonging to the district if the instrument by which such property is let requires the lessee to construct on the demised premises, a building or buildings for use of the school district during the term thereof, and provides that title to the building shall vest in the school at the expiration of that term;

WHEREAS, it is in the best interest of the District to cause the construction of the Project through lease and sublease of the Site pursuant to Education Code Section 17406;

WHEREAS, in order to complete the Project, it is necessary that the District enter into the Site Lease, in which the Site will be leased to Builder, and a Sublease Agreement which provides for the sublease of the Site and the lease of the Project by Builder to the District, and that certain other action be taken and authorized;

WHEREAS, the Sublease Agreement includes construction provisions with which Builder shall comply with respect to construction of the Project (“Construction Services Agreement”);

WHEREAS, pursuant to Section 17402 of the Education Code, the plans and specifications for the Project must be prepared and adopted prior to entering into Site Lease and the Sublease Agreement for the Project (“Plans and Specifications”);

WHEREAS, the Plans and Specifications have been approved by the Division of State Architect (“DSA”);

WHEREAS, in order to ensure that moneys sufficient to pay all costs will be available for the Project, the District desires to appropriate funds for the Project from its current fiscal year as provided by the Sublease Agreement;



WHEREAS, the Board has been presented with the Plans and Specifications for the Project and has examined and approves of such documents, subject to minor revisions, if any, by DSA, and subject to the delegation of authority provided by the Board as set forth below;

WHEREAS, the Board has been presented with the form of each document referred to herein relating to the transaction contemplated hereby and the Board has examined and approved each document and desires to authorize and direct the execution of such documents and the consummation of such transaction, subject to the delegation of authority provided by the Board as set forth below;

WHEREAS, all acts, conditions, and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the transaction authorized hereby, do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the District is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such financing for the purpose, in the manner, and upon the terms herein provided.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE COLTON JOINT UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. Recitals. All of the recitals herein contained are true and correct.

Section 2. Site Lease and Sublease Agreement. The form of agreement entitled "Site Lease," the form of agreement entitled "Sublease Agreement" and the form of agreement entitled "Construction Services Agreement," each presented at this meeting and each to be entered into by and between the District and Builder which together provide generally for (i) the lease by the District of the Site to Builder, (ii) the sublease of the Site and the lease of the Project by Builder to the District, and (iii) the payment of certain lease payments by the District under the Sublease Agreement in an amount equal to the aggregate construction costs for the Project as set forth in the Construction Services Agreement ("Lease Payments") are hereby approved subject to any revisions which are acceptable to both District's Superintendent ("Superintendent") and District's legal counsel. The Superintendent or their designee is hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver to Builder such agreements, once finalized, pursuant to the delegation of authority provided for hereby.

Section 3. Approval of Process. The Governing Board hereby approves of the lease-leaseback process and approves of the Guaranteed Maximum Price amount of \$4,391,839 plus a District Contingency amount of \$200,000 for a total amount of \$4,591,839 for the construction of the Project pursuant to the terms of the Construction Services Agreement.

Section 4. Approval of Plans and Specifications. The Governing Board hereby approves of the DSA-approved Plans and Specifications for the Project.

Section 5. Validation Action. The Board hereby authorizes District counsel to file and litigate an appropriate validation action in the appropriate court with respect to the construction of the Project and the matters approved by this Resolution.

Section 6. Other Acts; Delegation. The District's Governing Board hereby approves a delegation of authority and appoints the District Superintendent, or the designee of the District Superintendent, who is/are hereby authorized and directed, to execute and deliver the Site Lease, Sublease Agreement and Construction Services Agreement as provided by Section 2 above, execute and deliver documents and/or negotiate documents with Builder, execute court pleadings or documents necessary to effectuate the prompt litigation of the validation action, and to do any and all things necessary, in consultation with the staff, that they may deem necessary or advisable in order to effectuate the purpose and intent of this Resolution, all subject to ratification of the Board of Education, if necessary. Said delegation shall be valid during the construction of the Project, or until otherwise rescinded by the Governing Board.

Section 7. Effective Date. This Resolution shall take effect upon adoption.

**PASSED AND ADOPTED** this 4<sup>th</sup> day of October, 2012 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAINED:

I, Roger Kowalski, President of the Colton Joint Unified School District Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of the resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which resolution is on file in office of said Board.

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President of the Board of Education  
Colton Joint Unified School District

I, Patt Haro, Clerk of the Board of Education of the Colton Joint Unified School District, do hereby certify that the foregoing Resolution was introduced and adopted by the Board of Education of the Colton Joint Unified School District at a regular session meeting thereof held on the 4<sup>th</sup> day of October 2012, by the following forgoing vote.

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Clerk of the Board of Education  
Colton Joint Unified School District

EXHIBIT "A"  
**DESCRIPTION OF SITE**

Property Address and Description:

Lincoln Elementary School  
444 East Olive Street  
Colton, CA 92324  
APN 161-211-02

Project Description:

- Modernization of 19 classrooms, 2 kindergarten rooms and Multi-Purpose room
- Modernization to administration building
- Fire alarm, HVAC and technology upgrades

**AMENDMENT NO. 1**  
**Lincoln Elementary School Modernization Project**  
**Construction Services Agreement**

This Amendment dated October 4, 2012 shall be considered attached to and incorporated in that certain document dated May 17, 2012, entitled "Lincoln Elementary School Modernization Project Construction Services Agreement" ("Agreement") entered into by and between the Colton Joint Unified School District and Balfour Beatty Construction (collectively "Parties") as the Parties desire to amend said document in accordance with Section 4 of the Agreement.

Where any Article, Section or Paragraph or portion thereof is amended or superseded, the balance of that Article, Section or Paragraph not specifically amended or superseded shall remain in effect as originally written. Where any Article, Section or Paragraph or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article, Section or Paragraph shall remain in effect as originally written. Where any Article, Section or Paragraph is referenced, such Article, Section or Paragraph is superseded and replaced by the language herein. This Amendment, taken together with the Agreement dated May 17, 2012, represents the new Agreement. In the event of any conflict or discrepancies between the Agreement and this Amendment, this Amendment shall supersede and control. The terms and provisions of the Agreement are hereby amended and supplemented as follows:

**Replace Paragraph A of Section 4 of the Construction Services Agreement with the following:**

- A. **GMP.** The Final GMP for the Project shall be FOUR MILLION THREE HUNDRED NINETY ONE THOUSAND EIGHT HUNDRED NINETY THREE DOLLARS (\$4,391,893). The Final GMP is based upon plans and specifications, soils report, and Project timetable documents existing and reviewed by the Contractor at the time this Construction Services Agreement is entered into as more fully described and referenced in the Scope of Work set forth in Exhibit "A." Contractor's detailed line item costing of the Project, or Master Budget, totaling the Final GMP is attached hereto as Exhibit "B." The Final GMP (hereinafter "GMP") was established, approved by both Parties after receipt of subcontractor bids and confirmed in this duly-executed amendment to the Construction Services Agreement. Furthermore, District and Contractor represent and warrant that the GMP consists of Sublease Payments which incorporate tenant improvement/progress payments to be paid by District during the course of construction, plus the additional sums to be paid as a portion of the rental of the Site. District and Contractor represent and warrant that 1) the total amount of Sublease Payments and optional prepayment thereof includes the total rental for the Project, which total does not exceed the fair market value for the Project, 2) said rental amount has been incorporated into the

**GMP in consideration and inducement of this document and the Site Lease and Sublease Agreement, the uses and purposes which may be served by the Project, and the benefits there from which will accrue to the District and the general public, and 3) said rental amount shall be paid by the District as a part of the GMP, pursuant to the terms of this document, with District non-local match contribution local funds. The parties agree that the GMP includes an agreed upon fair market rental value to be paid as rental/lease payments or prepayment thereof, therefore no additional rental payments shall be made by District. Sublease Payments by the District pursuant to the Sublease and Section 20 hereof shall be commensurate with the GMP. The GMP is subject to adjustments for Extra Work/Modifications in accordance with the provisions of Section 9 and adjustments for reductions in the Scope of Work pursuant to the provisions of Section 4(B), below. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit, Contractor Contingency, and Errors and Omissions Allowance (as defined directly below). The District shall have the sole and exclusive right and authority to allocate any additional costs to the Errors and Omissions Allowance or the District Contingency.**

**Contractor Contingency. Within the GMP is a line item amount of SEVENTY FIVE THOUSAND FOUR HUNDRED FOUR DOLLARS (\$75,404) for the Contractor Contingency, which is for the exclusive use of the Contractor, as approved by the District, to pay for miscellaneous work items and Contractor errors, omissions and negligence, which are required to complete the Project. The Contractor shall not use the Contractor Contingency to pay for costs related to extending or enhancing Contractor's staff. The Contractor shall not use the Contractor Contingency to pay for costs related to the following: (a) errors or omissions in the construction documents or unforeseen conditions; (b) discrepancies with the plans and specifications pertaining to applicable building code requirements; (c) substitution of subcontractors, in the event such extra costs related to substitution of subcontractors are protected by an applicable subcontractor bond (provided, however, that if no such subcontractor bond exists, such extra costs associated with substitution of subcontractors may be paid from Contractor Contingency provided District reasonably agrees to such substitution); and/or (d) enhancements or additions to the Scope of Work desired by the District. Costs related to (a)-(d) above will be paid for pursuant to the provisions of Section 9, below. If upon final completion of the Project, funds are remaining in the Contractor Contingency, such funds shall be allocated as follows: Fifty percent (50%) shall be paid to Contractor and fifty percent (50%) shall be retained by the District.**

- (1) **Errors and Omissions Allowance.** Within the GMP is a line item amount of FORTY THREE THOUSAND FOUR HUNDRED EIGHTY FOUR DOLLARS (\$43,484) to cover errors and omissions in the Plans and Specifications (“Errors and Omissions Allowance”). In the event errors or omissions are discovered in the Plans and Specifications which make strict compliance with the specifications impractical, Contractor shall notify District of the need for such work by placing the matter on the agenda of regularly scheduled construction meetings with District for discussion as soon as practicable after the need for such work is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for the work before such work is performed. If District approves such request in writing, the costs of the work, shall be added to or deducted from the Errors and Omissions Allowance within the GMP. Any funds remaining in this Errors and Omissions Allowance at the completion of the Project shall remain unspent and remain allocated to the District.

**Replace Paragraph A of Section 10 of the Construction Services Agreement with the following:**

- A. ONCE THE DISTRICT HAS ISSUED A NOTICE TO PROCEED, CONTRACTOR SHALL PROCEED WITH THE CONSTRUCTION OF THE PROJECT WITH REASONABLE DILIGENCE. CONTRACTOR AGREES THAT THE PROJECT WILL BE SUBSTANTIALLY COMPLETED WITHIN THREE HUNDRED TWENTY SEVEN (327) CALENDAR DAYS FROM THE PROJECT COMMENCEMENT DATE IN THE NOTICE TO PROCEED PURSUANT TO THE PROVISIONS OF SECTION 5, ABOVE, WITH AN INTENDED OCCUPANCY DATE OF SEPTEMBER 14, 2013, THREE HUNDRED TWENTY SEVEN (327) CALENDAR DAYS AFTER THE PROJECT COMMENCEMENT DATE IN THE NOTICE TO PROCEED BY DISTRICT, AS SAID TIME MAY BE EXTENDED FOR SUCH PERIODS OF TIME AS CONTRACTOR IS PREVENTED FROM PROCEEDING WITH OR COMPLETING THE PROJECT FOR ANY CAUSE DESCRIBED IN THIS SECTION 10, OR AS OTHERWISE AGREED TO IN WRITING BY THE DISTRICT AND CONTRACTOR. IF THE WORK IS NOT COMPLETED IN ACCORDANCE WITH THE FOREGOING, IT IS UNDERSTOOD THAT THE DISTRICT WILL SUFFER DAMAGE. CONTRACTOR SHALL NOT BE ENTITLED TO A BONUS OR INCENTIVE PAYMENT FOR COMPLETING THE PROJECT WITHIN LESS THAN THREE HUNDRED TWENTY SEVEN (327) CALENDAR DAYS FROM THE PROJECT COMMENCEMENT DATE IN THE NOTICE TO PROCEED. IT BEING IMPRACTICAL AND INFEASIBLE TO DETERMINE THE AMOUNT OF ACTUAL DAMAGE, IT IS AGREED THAT CONTRACTOR SHALL PAY TO DISTRICT AS FIXED AND LIQUIDATED DAMAGES, AND NOT AS A

**PENALTY, THE SUM OF TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) PER DAY FOR EACH CALENDAR DAY OF DELAY UNTIL WORK IS SUBSTANTIALLY COMPLETED AND ACCEPTED. CONTRACTOR AND HIS SURETY SHALL BE LIABLE FOR THE AMOUNT THEREOF. ANY MONEY DUE OR TO BECOME DUE THE CONTRACTOR MAY BE RETAINED BY THE DISTRICT TO COVER SAID LIQUIDATED DAMAGES. SHOULD SUCH MONEY NOT BE SUFFICIENT TO COVER SAID LIQUIDATED DAMAGES, THE DISTRICT SHALL HAVE THE RIGHT TO RECOVER THE BALANCE FROM THE CONTRACTOR OR ITS SURETIES, WHO WILL PAY SAID BALANCE FORTHWITH.**

This Section 10 and the liquidated damages referred to directly above is expressly understood and agreed to by the Parties hereto:

\_\_\_\_\_ Contractor's Initials

\_\_\_\_\_ District's Initials

**Replace Exhibit "B" of the Construction Services Agreement with the following:**

See attached Amended Exhibit "B."

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

**Balfour Beatty Construction**

**Colton Joint Unified School District**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Colton Joint Unified School District  
Modernization Improvements - Group One  
Final (GMP) Summary**

	<b>Contractors Contingency</b>	<b>E &amp; O Allowance</b>	<b>Base Bid</b>	<b>GMP*</b>	<b>District Contingency</b>	<b>Total Budget</b>
<b>Crestmore</b>	\$ 116,208	\$ 67,508	\$ 6,634,548	\$ 6,818,264	\$ 200,000	\$ 7,018,264
<b>Grant</b>	\$ 85,262	\$ 49,339	\$ 4,848,635	\$ 4,983,236	\$ 200,000	\$ 5,183,236
<b>Lincoln</b>	\$ 75,404	\$ 43,484	\$ 4,273,005	\$ 4,391,893	\$ 200,000	\$ 4,591,893
<b>Lewis</b>	\$ 60,961	\$ 35,293	\$ 3,468,389	\$ 3,564,643	\$ 200,000	\$ 3,764,643
<b>Totals</b>	\$ 337,835	\$ 195,624	\$ 19,224,577	\$ 19,758,036	\$ 800,000	\$ 20,558,036

\*GMP is the sum of Contractor's contingency, E & O allowance, and Base bid.



**BOARD AGENDA**

**REGULAR MEETING  
October 4, 2012**

**CONSENT ITEM**

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Adoption of Resolution No. 13-17, *California Multiple Award Schedule (CMAS) Purchases for IT Equipment and Services – NIC Partners, Inc.*
- GOAL:** Student Performance/Support Services/Budget Planning
- STRATEGIC PLAN:** Strategy #1 – Communication
- BACKGROUND:** Section 10290 et seq. and 12101.5 of the California Public Contract Code authorizes the State of California Department of General Services to make purchases or leases of information technology or telecommunications goods and services on behalf of school districts and other local governmental agencies using the California Multiple Awards Schedule (CMAS). Information technology equipment and services projects can be obtained and completed by using CMAS. Additionally, by utilizing a CMAS contract, the District is able to obtain favorable pricing due to economies of scale. County Counsel has determined that the Board of Education must adopt a resolution prior to the use of CMAS contracts for these types of purchases.
- Upon approval, the district will be utilizing NIC Partners, Inc. through CMAS to purchase additional information technology equipment and services to complete the District’s IP phone system using eRate monies, as well as, other District funds.
- BUDGET IMPLICATIONS:** Funds to be taken from appropriate funds as the requests arise.
- RECOMMENDATION:** That the Board adopt Resolution No. 13-17, *California Multiple Award Schedule (CMAS) Purchases for IT Equipment and Services.*

**B-9**

**Colton Joint Unified School District**

***California Multiple Award Schedule (CMAS)  
Purchases for IT Equipment and Services  
Resolution No. 13-17***

**WHEREAS**, pursuant to Public Contract Code Section 10290 et seq. and 12101.5, the State of California Department of General Services is authorized to make purchases or leases of information technology or telecommunications goods and services on behalf of school districts and other local governmental agencies; and

**WHEREAS**, the purchases or leases of such goods and services by the Department of General Services are to be made upon the same terms, conditions and specifications at a lower price than the District can obtain through its normal acquisition procedures; and

**WHEREAS**, the California Multiple Award Schedule (CMAS) has contracts for information technology or telecommunications goods and services which the District wishes to procure in order to complete the project sites; and

**WHEREAS**, based on the facts and information presented to the Governing Board, it is in the best interest of the District to purchase information technology or telecommunications goods and services from Network Integration Company Partners, Inc. dba NIC Partners, which has contracts in good standing with CMAS.

**RESOLVED, SECTION 1:** The District regularly purchases information technology equipment and services. These types of items and services are purchased on an ongoing basis, as needs arise, at each District site. The current need is to purchase information technology equipment and services to complete the District's IP phone system using eRate monies, as well as, other District funds. In order to meet these goals, District staff recommends the use of Network Integration Company Partners, Inc. dba NIC Partners who has existing contracts in good standing with CMAS. The terms and conditions of the contract are the same as would be obtained if the equipment and services were put out to bid. Based upon the facts stated, it is District staff's recommendation that it is in the best interest of the District to use Network Integration Company Partners, Inc. dba NIC Partners CMAS contracts.

**SECTION 2:** The Governing Board, upon consideration of the facts identified in Section 1 above, hereby finds that it is in the best interest of the District to utilize Network Integration Company Partners, Inc. dba NIC Partners CMAS contracts.

**SECTION 3:** In accordance with the requirements of Civil Code Section 3247, if public work in excess of \$25,000.00 will be performed, Network Integration Company Partners, Inc. dba NIC Partners will provide a payment bond in the appropriate amount as needed.

**DULY ADOPTED** by the Board of Education of the Colton Joint Unified School District of San Bernardino County, State of California, this 4<sup>th</sup> day of October, 2012.

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

Attest:

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

**BOARD AGENDA**

**REGULAR MEETING  
October 4, 2012**

**ACTION ITEM**

**TO:** Board of Education

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

**SUBJECT:** **Approval of Reduction in or Partial Release of Retainage for DJM Construction Co., Inc. for the Colton High School New Math and Science Building Project**

**GOAL:** Facilities / Support Services

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

**BACKGROUND:** DJM Construction Co., Inc. is requesting a reduction in or partial release of their retention from 10% to 5%. **(10%=\$1,270,763.22 and 5%=\$635,381.61)**

**Consent of Surety to Reduction has been obtained.**

Staff and Harley Ellis Devereaux Architects, Inc., Architect of Record, are recommending the reduction in or partial release of retainage for DJM Construction Co., Inc., in accordance with Construction Services Agreement Section 20 and applicable State School Construction Laws. DJM Construction Co., Inc. is 99% complete with their scope of work.

**BUDGET IMPLICATIONS:** No Impact to Bond Fund 21 – Measure G

**RECOMMENDATION:** That the Board approve the reduction in or partial release of retainage for DJM Construction Co., Inc. for the Colton High School New Math and Science Building Project.

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



September 10, 2012

Mr. Craig Sandifer  
CJUSD - Facilities, Planning & Construction  
851 S. Mt Vernon Avenue, Suite 8  
Colton, CA 92324

RE: **Retention Reduction Request**  
Project 1F - Colton HS Math & Science Building

Dear Craig,

In accordance with Construction Services Agreement (CSA) Section 20 and applicable State School Construction Laws, the District, at its discretion, may opt to stop withholding retention on Lease Payments subsequent to 50% of the construction work being completed. As of Payment Application #24 for period ending August 31, 2012, the Contract Work is 99.54% complete and the building has been occupied since August 6, 2012.

Please accept this writing as DJM Construction's formal request that half of all retention currently withheld be released in the September progress payment or a standalone application in the same period. Based upon Pay Application #24, the Current Total Retainage is \$1,286,813.67 and therefore the released amount would be \$643,406.84.

Please consider this request and feel free to contact our office should you wish to discuss this further. Your assistance in this matter is greatly appreciated by our firm.

Respectfully,  
DJM Construction Co., Inc.

A handwritten signature in blue ink, appearing to read "Kyle Walker", is written over the printed name.

Kyle Walker  
Project Manager

Cc: File 00260  
CJUSD - DT, JM  
HED - LU  
DJM - JM

## CONSENT OF SURETY

To be attached to and form a part of Performance & Payment Bond No. 57BCSFX2298 in the amount of \$12,776,366 on behalf of DJM Construction Co., Inc., as principal and executed by Hartford Fire Insurance Company, as Surety, in favor of Colton Joint Unified School District, as obligee, for Project 1F – Colton High School Math & Science Building Project.

Effective date: September 11, 2012

In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to the following:

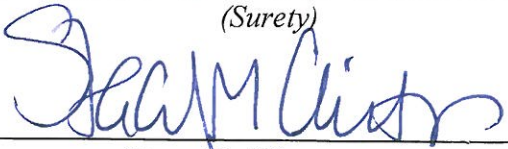
Partial Release of Retention

From: \$1,286,813.67

To: \$ 643,406.84

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

Signed, Sealed and Dated this 11<sup>th</sup> day of September, 2012.

Hartford Fire Insurance Company  
\_\_\_\_\_  
(Surety)  
By:   
\_\_\_\_\_  
Stacy M. Clinton  
Attorney-in-fact

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**  
 BOND, T-4  
 P.O. BOX 2103, 690 ASYLUM AVENUE  
 HARTFORD, CONNECTICUT 06115  
 call: 888-266-3488 or fax: 860-757-5835  
 Agency Code: 57-141108

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** ;

Venetia G. Johnson, Kandace L. Reeves of Fremont CA; Catherine A. Pinney, Donnalyn Revis, Natalie Ann Horder of Petaluma CA; Stacy M. Clinton, K. Dixon Wright, Nancy L. Wallis

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**In Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004, the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Scott Sadowsky*

Scott Sadowsky, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }  
 COUNTY OF HARTFORD } ss. Hartford

On this 3<sup>rd</sup> day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above Instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Scott E. Paseka*

Scott E. Paseka  
 Notary Public  
 My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **September 11, 2012**  
 Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Assistant Vice President

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

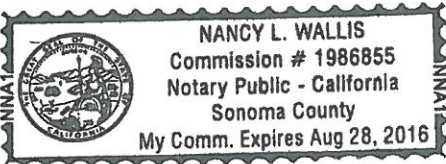
State of California

County of Sonoma



On September 11, 2012 before me, Nancy L. Wallis, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Stacy M. Clinton  
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Nancy L. Wallis  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

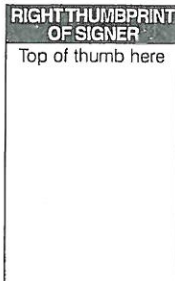
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Stacy M. Clinton

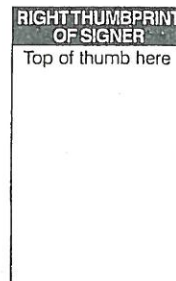
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_





**BOARD AGENDA**

**REGULAR MEETING  
October 4, 2012**

**ACTION ITEM**

**TO:** Board of Education

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

**SUBJECT:** Approval of Contract Amendment No. 4 with Superior Construction Services, Inc. for Division of the State Architect (DSA) Inspection Services for Grand Terrace High School

**GOAL:** Facilities / Support Services

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

**BACKGROUND:** State law requires that an inspector certified by the Division of the State Architect be assigned to perform inspection services during construction.

Amendment No. 4 is necessary for the continuation of inspection and services on the base campus (Increment No.1), remedial replacement of non-compliant standing seam roof, and the completion of construction for Increment No. 2. A portion of this fee will be back-charged to Increment No.2 contractor for exceeding their construction duration. Final accounting will be determined upon project completion and closeout.

The following chronology summarizes all previously Board approved amendments.

<u>Description</u>	<u>Amount</u>
<b>Original Contract (1/19/06)</b>	<b>\$311,400</b>
Based on two year construction duration	
<b>Amendment No. 1 (3/26/09)</b>	<b>\$400,000</b>
Due to start delay, necessary to increase duration	
<b>Amendment No. 2 (6/24/10)</b>	<b>\$770,000</b>
DSA required increase in number of inspectors	
<b>Amendment No. 3 (5/5/11)</b>	
Continue services for base campus	<b>\$391,020</b>
Services for full build out (Increment No. 2)	<b>\$130,000</b>
<b>Amendment No.4 (10/4/12)</b>	
DSA required continued inspection	<b>\$45,200</b>

Bond Fund 21 – Measure B Expenditure: \$45,200

**RECOMMENDATION:** That the Board Approve Contract Amendment No. 4 with Superior Construction Services, Inc. for Division of the State Architect (DSA) inspection services for Grand Terrace High School.

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

**B-11**



1042 N Mountain Ave  
Suite 147  
Upland CA  
909 266-4144

## Scott Saddlemire

909 266-4144 Cell  
909 922-0212 Fax

September 21, 2012

## Owen Chang

Project Manager

### Colton Unified School District

851 South Mt. Vernon Ave.  
Colton, CA 92324

RE: Additional Services, GTHS Project

Thank you for the opportunity to provide the DSA Inspection Services for your Grand Terrace High School project. We look forward to being able to continue this service to Colton Joint Unified School District.

Do to circumstances beyond our control; the project has gone past the estimated completion date of April 30 2012. In March of 2011, we provided an estimate for the completion of the project per the schedule provided to us. That estimate was thru April 2012. This estimate of hours was sufficient to get us thru June 2012.

The State required inspection thru August and will be on going on a part time basis until the project is complete and we can issue a Notice of Completion and a Form 6 for closeout.

Please see the following estimate of hours to complete the project. As always, this is just an estimate of hours and the invoices will reflect only billed hours.

Term July 2012 thru August 2012 Full Time  
September thru December Part time as needed to close out project

Compensation. Compensation will be based on the below schedule for the duration of the project. Monthly invoices will be provided to the district on the first of every month for the prior month.

DSA Class Inspector		
Class 1	per hour	\$75.00
Class 2	per hour	\$72.00
Class 3	per hour	\$65.00
*Certified Welding Inspector (CWI)		\$76.00
*Certified Masonry Inspector		\$76.00

The above rates will apply for all hours of work, regardless of weekend and evenings.

<b>July thru August 29, 2012</b>	<b>\$25,200</b>
<b>September thru completion</b>	<b>\$20,000</b>

We are looking forward to hearing from you. If you have any questions, please feel free to contact me anytime.

Scott Saddlemire  
President, SCS

Superior Construction Services Inc. 1042 N Mountain Ave Suite 147 Upland CA 91786



**BOARD AGENDA**

**REGULAR MEETING  
October 4, 2012**

**ACTION ITEM**

**TO:** Board of Education

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

**SUBJECT:** Approval of Agreement with School Planning Services, Inc. for the Preparation of the School Facilities Needs Analysis

**GOAL:** Facilities / Support Services

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

**BACKGROUND:** In order to justify collecting Alternative School Fees (Level II and III), state law requires that a School Facilities Needs Analysis report be prepared.

Staff recommends School Planning Services, Inc. This firm prepared these reports in previous years.

**BUDGET IMPLICATIONS:** Capital Facilities Fund 25 Expenditure: \$18,900

**RECOMMENDATION:** That the Board approve the agreement with School Planning Services, Inc. for the preparation of a School Facilities Needs Analysis.

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

**B-12**

9492-04-12-256-4-3

Darryl Taylor  
Colton Joint Unified School District  
851 S. Mt. Vernon Avenue  
Colton CA 92324

Dear Mr. Taylor:

Pursuant to your request, School Planning Services is pleased to submit a proposal to update both Colton's Developer Fee Study and its School Facilities Needs Analysis ("SFNA") as required by SB-50 for the collection of alternative fees. Because we have had the opportunity to collect a substantial amount of District data over time and have maintained it in our files, we hope to have a minimum impact on staff time.

Although each of the proposed documents is involved in the collection of developer fees, the governing legislation sets different standards for them in the significant areas of capacity and cost determination, as well as in procedural requirements. There are, however, areas of overlap where it is to the District's advantage (in terms of both cost and consistency) to utilize the same information base, with particular reference to the determination of student generation factors ("SGFs"). In addition, one of our objectives would be to evaluate all of the information gathered in terms of its effect on the District's ability to collect fees, and where possible use the information which optimizes the District's position.

Regarding the Developer Fee Study, one of the special services we are able to provide our clients is a comprehensive portrayal of community demographics in addition to the school-related enrollment demographics. Our intention is to give our clients - at their discretion - a broader context within which to consider planning options. (This part of the study is presented as Task I in the Scope of Work which follows.) I would like to emphasize, however, that while this proposed section provides additional support for the school-related analysis, it is completely optional and is not a legal requirement.

Our approach to fee justification studies is further characterized by several other unique features -

- 1) While the guidelines of SB-50 lend themselves to the address-match methodology for the determination of student generation factors, we believe our attention to the detail of this procedure minimizes the possibility of underestimation of this data which would be detrimental to the District.
- 2) Equally important to the integrity of the analysis is the fact that we develop our impact calculations for the Developer Fee Study at the level of a single unit and build from that, rather than basing potential impact on an estimated (i.e., unknown) number of future housing units and "backing" the impact out of those estimates as required for the SFNA.

- 3) With the commercial/industrial analysis, we utilize proprietary student generation data which has been derived from primary survey research and is not available from any other source. This database not only meets the legal requirements for the commercial/industrial analysis but also reduces the number of assumptions necessary to establish the required nexus, resulting in a more compelling and defensible analysis.
- 4) An analysis of the impact of senior housing is included with the commercial/industrial analysis, as required by the Government Code.
- 5) Finally, as stated above, we are able to provide the district with a comprehensive historical and projected demographic framework which can be used for other planning purposes within the district.

The Scope of Work for each of these studies is detailed below, followed by an outline of costs.

## **SCOPE OF WORK:**

### **DEVELOPER FEE JUSTIFICATION (IMPACT ANALYSIS)**

#### **TASK I. POPULATION GROWTH DYNAMICS**

##### **Historical and Projected Population Growth**

- A. Local historical population and household data will be collected and analyzed. Sources may include governmental agencies such as the US Bureau of the Census, the State Department of Finance, the Southern California Association of Governments, city and county planning departments, and other public or private sources as appropriate and available.
- B. Existing accepted population and household projections will be presented and evaluated with respect to accuracy based on current available data. If necessary, revised population projections will be developed.
- C. If pertinent to the understanding of the District, other population variables may be discussed, e.g., household size and ethnicity.

##### **Residential Development Analysis**

Historical and current residential development activity in the area as depicted by building permit activity will be examined with regard to the magnitude of that development and its composition (housing type) insofar as data permits.

##### **Employment Growth Analysis**

Historical and projected employment growth data will be presented on both the macro (county) and local (city) level.

##### **Commercial and Industrial Development Activity Analysis**

Historical commercial/industrial development activity within the District will be examined with regard to its magnitude.



## **TASK II. RESIDENTIAL STUDENT GENERATION FACTOR(S)**

### **Student Address File**

The district's current student address file will be reviewed in detail to identify and correct any data entry errors with respect to characteristics such as formatting and spelling which would result in an undercount of students

### **Database of Addresses For New Homes**

A list of addresses of new residential construction within the District will be developed and identified as to type of housing unit. "New" is defined by statute as having been built/occupied within the previous five years.

### **Student Generation Factors**

- A. The corrected enrollment data will then be matched to the new construction address database in order to measure the student generation rate from these units by housing type.
- B. The resulting database of students from new housing will be further analyzed to provide additional validation of the results.

## **TASK III. ENROLLMENT AND CAPACITY ANALYSIS**

### **Historical and Projected Enrollment Analysis**

- A. Historical enrollment figures of the District will be updated to current levels. This includes, but is not limited to, the following:
  - An analysis of historical enrollment trends on a District level, generally using CBEDS data;
  - Current enrollment by school and District-specific grade configurations.
  - Review of any other relevant enrollment information.
- B. Existing enrollment projections and their methodologies, e.g., SAB 50-01, will be presented and discussed. Occasionally, these projections are found to be seriously flawed with regard to a particular District; in that case, following a critical analysis, other projections may be developed.

**Facilities Capacity Analysis - Comparison to Enrollment**

- A. The current student capacity and enrollment as provided by the District will be presented for each school and grade configuration within the District.
- B. The current enrollment will be compared to the District's capacity in order to establish the availability or lack of seats.
- C. The impact of the projected enrollment on District capacity will be analyzed.
- D. Relevant parts of the District's capital facilities plan will be delineated by project and grade configuration with associated capacity and cost projections.

**Cost Per Student Analysis**

- A. A weighted cost per student of new permanent construction will be derived from the capital facilities plan.
- B. Interim housing costs may be evaluated.
- C. A weighted average Facilities Cost per Student will be calculated based on the relevant costs.

**TASK IV. RESIDENTIAL FEE JUSTIFICATION**

**Justification Requirements**

- A. Identification of the purpose of the development fee as required by law.
- B. Statement of legal requirements for fee justification.

**Analysis of Nexus**

- A. Evaluation of the relationship between student demand generated by new residential construction and the need for school facilities.
- B. Establishment of the relationship between the student generation factors from new residential development and the associated cost of housing these students.

#### **TASK IV. RESIDENTIAL FEE JUSTIFICATION (cont.)**

##### **Cost Per Housing Unit Analysis**

- A. Determination of the cost of facilities attributable to each new housing unit based on the average student generation factor.
- B. Comparison of the cost of facilities per square foot for new housing to the basic allowable fee.
- C. Statement of findings derived from foregoing analysis.

#### **TASK V. COMMERCIAL/INDUSTRIAL FEE ANALYSIS BY CATEGORY**

##### **Justification Analysis**

- A. Identification of the purpose of the development fee as required by law.
- B. Statement of legal requirements for fee justification.

##### **Student Generation Factor(s)**

Review of commercial/industrial student generation factor(s) utilizing proprietary employee-based survey data.

##### **Analysis of Nexus and Costs**

- A. Determination of the appropriateness of the commercial/industrial fee by examining the relationship between categories of commercial and industrial development within the study area, the employment generation associated with each category and the concomitant student generation factors by employee.
- B. Determination of the relationship between the student generation factors by land use category and the associated facilities costs of the District.

**TASK V. COMMERCIAL/INDUSTRIAL FEE ANALYSIS BY CATEGORY (cont.)**

- C. Comparison of the District's attributable facilities' cost per square foot for commercial/industrial development to the maximum allowable fee under law in order to determine the appropriateness and magnitude of the fee for each specific category.
- D. Statement of findings derived from foregoing analysis.

**TASK VI. SENIOR HOUSING FEE JUSTIFICATION ANALYSIS**

Analysis of the relationship of senior housing to school facilities needs as developed from the commercial/industrial research in combination with other data sources.

## **SCOPE OF WORK:**

### **SCHOOL FACILITIES NEEDS ANALYSIS**

#### **TASK I. REVIEW DISTRICT'S ELIGIBILITY FOR SCHOOL FACILITIES PROGRAM**

#### **TASK II. FIVE-YEAR PROJECTION OF RESIDENTIAL CONSTRUCTION**

##### **Determine the Prospective Amount by Units and Square Footage of New Residential Construction Within the District over the next Five Years**

- A. To produce a five-year forecast of new residential construction within a district, we use the most current projection data that is available for sub-levels or planning areas of the District. These projections, prepared periodically by a consortium of governmental and quasi-governmental planning agencies, are the recognized standard in the industry and in government. It is noted that this data has the advantage of including the development occurring outside of the subdivision map process, but which would nevertheless impact the District in terms of enrollment.
- B. After the District-specific data is extracted from the above-referenced database, the accuracy of the projections is then tested against the most recent housing estimates from the State and the relevant city or cities. In the event that a significant disparity between the two data sources is discovered, the projections are adjusted to better reflect the more current estimate of conditions, thereby creating a reasonable and externally validated five-year housing forecast.
- C. The average square footage per unit type of the District's new construction is determined from the available empirical data. This figure is then multiplied by the forecast number of units to yield the total square footage of new residential development anticipated over the next five years.

### **TASK III. RESIDENTIAL STUDENT GENERATION FACTOR(S)**

#### **Student Address File**

The District's current student address file will be carefully reviewed to identify and correct any data entry errors with respect to such characteristics as formatting and the spelling of addresses in order to avoid an undercount of students. (This procedure is especially critical since any errors of this type penalize only the district and there is no compensating error factor in the process.)

#### **Database of Addresses for New Homes**

A list of addresses of new residential construction within the District will be developed and identified as to type of housing unit. "New" is defined in statute as having been built and/or occupied within the previous five years.

#### **Student Generation Factors**

- A. The corrected enrollment data will then be matched to the new construction address database in order to measure the student generation factors from these units by housing type.
- B. The resulting database of students from new housing will be further analyzed to provide additional validation of the results and reduce the possibility of challenges.

### **TASK IV. ESTIMATION OF UNHOUSED STUDENTS FROM NEW HOUSING**

- A. The number of students expected from new housing will be calculated by multiplying the projected housing count by the student generation factors for both housing type and grade group.
- B. Any available seating in the district will be determined by comparison of the capacity delineated in SAB 50-02 of the eligibility application adjusted for new construction and the current enrolment; a proportionate share of any available seats must then be allocated to the projected students in paragraph A above. The remaining students are considered unhoused.

## **TASK V. DETERMINATION OF LEVEL 2 AND LEVEL 3 FEES**

- A. Level 2 Fees, which purport to represent 50% of the District's cost of construction, are based on 1) the State's Per Pupil Grant for each unhoused student, an amount set by the SAB for elementary, middle and high school students, and 2) half of the cost of site acquisition and development, subject to certain constraints.
- B. Any other monies available to the district and dedicated to mitigate the impact of new construction must be accounted for, and, when appropriate, deducted from the total grant amount.
- C. The net grant amount is then divided by the total estimated square footage of the forecast new housing resulting in the Level 2 Fee on a cost per square foot basis.
- D. Level 3 Fees are essentially twice the amount of the Level 2 Fees with the exception that no deductions are made for funds dedicated to facilities necessitated by new construction.

## **REPORT PREPARATION AND PRESENTATION**

The data and information collected and analyzed in the course of this research effort will be tabulated, summarized, and accompanied by extensive narrative analysis with graphic representations included as illustration where appropriate. The final document(s) will be provided to the District electronically unless other arrangements are made.

As part of our normal analytical procedure, we would anticipate consulting with District personnel on an as-needed basis. The District is responsible for providing confirmation of eligibility, the enrolled student list, developer fee logs, street addresses of new housing, data on planned residential projects (type, scope and CFD status), site acquisition and development costs and any needed modifications to capacity calculations as well as other District data which may be considered pertinent. SPS will obtain the necessary demographic data from SCAG and the DOF and assumes any costs thereof.

School Planning Services will be available for a presentation or presentation support as requested.

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**FEE SCHEDULE**

**DEVELOPER FEE JUSTIFICATION**

TASK I. POPULATION GROWTH DYNAMICS (optional)	\$3,200
TASK II. RESIDENTIAL STUDENT GENERATION FACTOR(S)	
TASK III. ENROLLMENT AND CAPACITY ANALYSIS	
TASK IV. RESIDENTIAL FEE JUSTIFICATION	
TASK V. COMMERCIAL/INDUSTRIAL FEE ANALYSIS BY CATEGORY	
TASK VI. SENIOR HOUSING FEE JUSTIFICATION ANALYSIS	
	<u>8,400</u>
<b>TOTAL. ....</b>	<b>\$11,600</b>

**SCHOOL FACILITIES NEEDS ANALYSIS**

TASK I. REVIEW DISTRICT'S ELIGIBILITY FOR SCHOOL FACILITIES PROGRAM	
TASK II. FIVE-YEAR PROJECTION OF RESIDENTIAL CONSTRUCTION	
TASK III. RESIDENTIAL STUDENT GENERATION FACTOR(S)	
TASK IV. ESTIMATION OF UNHOUSED STUDENTS FROM NEW HOUSING	
TASK V. DETERMINATION OF LEVEL 2 AND LEVEL 3 FEES	
<b>TOTAL. ....</b>	<b>\$8,300</b>



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**OPTIONS**

1)	<b>DEVELOPER FEE JUSTIFICATION</b> ( <i>including Population Growth Dynamics at \$3,200</i> ).....	\$11,600
	<b>and</b>	
	<b>SCHOOL FACILITIES NEEDS ANALYSIS</b> .....	<u>8,300</u>
	Subtotal.....	19,900
	Less adjustment for duplication of Student Generation Factors.....	(1,000)
	<b>TOTAL</b> .....	<b>\$18,900</b>
2)	<b>DEVELOPER FEE JUSTIFICATION</b> ( <i>without Population Growth Dynamics section</i> ) <b>and</b>	
	<b>SCHOOL FACILITIES NEEDS ANALYSIS</b>	
	<b>TOTAL</b> .....	<b>\$15,700</b>

Although this Fee Schedule may seem unnecessarily complicated at first glance, it represents an attempt on our part to be responsive to our clients by providing school districts with the flexibility of selecting the study alternative(s) which best correspond to the needs and budgetary considerations of each individual district; we sincerely hope this format accomplishes that objective.

Because of our longstanding history with CJUSD, we are prepared to initiate the work effort on your verbal authorization. The return of this signed contract and the payment of 50% of the cost as a retainer will constitute formal authorization; subsequent progress billings may be provided with the final invoice due with the delivery of the completed reports. We can discuss which of the studies should receive priority based on your particular situation.

Darryl Taylor  
Colton Joint Unified School District

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All direct costs associated with the performance of the scope of work as outlined are assumed by School Planning Services, Inc. Should any services be required beyond the scope of this proposal, the attached Schedule of Fees will pertain. Exhibit A which is attached outlines the structure of the Agreement along with the consultant/client responsibilities.

Please let me know if you have any questions regarding this proposal; we look forward to working with you and your staff again.

Cordially,

**SCHOOL PLANNING SERVICES, Inc.**



Brenda Curtis  
President

***Approved and accepted:***

Scope of Work

Option 1 - Includes Population Growth Dynamics

Cost - \$18,900 +

Option 2 - Does not include Population Growth Dynamics

Cost - \$15,700 \_\_\_\_\_

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COLTON JOINT UNIFIED SCHOOL DISTRICT

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

EXHIBIT A  
STANDARD TERMS AND CONDITIONS

The Client and SCHOOL PLANNING SERVICES, Inc. (hereinafter referred to as "SPS") agree that the following provisions are a part of their agreement:

1. Payment, Breach, Attorney's Fees: Fees and all other charges (including direct costs), will be billed as accrued with invoices due and payable in full upon receipt. In the event any invoice or portion of an invoice amount is unpaid 90 calendar days following the invoice date, the amount owed shall be considered delinquent. Delinquent amounts shall bear interest at the maximum non-usurious interest rate permissible by law from the invoice date until paid in full. In the event of delinquency or non-payment, SPS, at its discretion, may suspend all reports and further activity on the project, and will so notify Client. Additionally, the final report due Client pursuant to this Agreement may be withheld until all delinquent sums due SPS have been paid.

In the event payment is not received within ten (10) days of our notice of your overdue amount, SPS may deem this Agreement to be breached, retain all sums received from Client to date of breach and Client shall be liable to SPS for its damages resulting from such breach. In the event of any litigation in respect to any breach of the terms of this Agreement, the prevailing party shall be entitled to reasonable costs and attorney's fees.

2. Warranties: SPS makes no warranty, either express or implied, as to its findings, conclusions or specifications, except that they were promulgated in accordance with generally accepted practices within the industry.

3. Entire Agreement - Amendment of Agreement: The Agreement of which these Terms and Conditions constitute a part comprise the entire agreement between SPS and Client respecting their agreement. Any agreement not expressly set forth herein is null and void. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, other than those set forth herein, have been made by any party, or anyone acting on behalf of any party, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. No conditions or representations amending, altering, detracting from, or adding to the terms hereof shall be valid unless it is in writing and signed by the parties. Purchase orders or similar documents issued by the Client are solely for the purpose of signifying acceptance of this Agreement and authorizing payment hereunder.

4. Assignment: Neither party shall assign this Agreement without the written consent of the other.

5. Invalid Provisions: In the event any provision of this Agreement shall be held to be invalid or unenforceable, the other provisions of this Agreement shall remain valid and binding on the parties.

6. Waiver: One or more waivers of any term, condition or covenant by either party shall not be construed to be a waiver of a subsequent breach of the same or any other term, condition or covenant.

7. Law Governing Jurisdiction: In the event of litigation on this Agreement, the interpretation thereof, and all disputes or controversies arising hereunder, shall be governed by the laws of the State of California, and brought and tried in Orange County, California.

8. Notices and Requests: Any notice, demand, or request required or permitted to be given in the agreement shall be in writing and shall be deemed effective immediately after having been sent (1) by facsimile transmission or (2) electronic mail, or (3) seventy-two (72) hours after it is deposited in the mail, postage prepaid, registered or certified, and addressed to the addressee at the principal office as provided by the parties in this Agreement. Any party may change its address or the method of notice for purposes of this Agreement by written notice given in accordance herewith.

## **SCHEDULE OF PROFESSIONAL FEES**

SENIOR STAFF	\$210 per hour
SUPPORT STAFF	\$45 per hour

Automobile expenses billed at \$0.60 per mile.

Other direct costs incurred with approval of client to be billed at cost.

**BOARD AGENDA**

**REGULAR MEETING  
October 4, 2012**

**ADMINISTRATIVE REPORT**

**TO:** Board of Education

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

**SUBJECT:** Approved Disbursements

**GOAL:** Budget Planning

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

**BACKGROUND:** The Board of Trustees payment report is available at the Board of Education meeting for review. Items listed in the payment report have been approved and paid.

Disbursements have been paid as listed, from batch #0481 through batch #0588 for the sum of \$2,973,705.32.

**BUDGET IMPLICATIONS:** \$2,973,705.32 paid from funds as listed in the payment report.

