

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, May 5, 2011
at 5:30 p.m.

Strategic Plan – Mission Statement

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

1.0 OPENING

1.1 Call to Order

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

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

1.2 Renewal of the Pledge of Allegiance.

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

2.0 SPECIAL PRESENTATIONS *None*

3.0 SCHOOL SHOWCASE *None*

4.0 ADMINISTRATIVE PRESENTATIONS

- 4.1 Budget Update – *Assistant Superintendent Jaime R. Ayala*

5.0 PUBLIC HEARING

- 5.1 District Sunshine Proposal for Association of Colton Educators (ACE)
- 5.2 Association of Colton Educators (ACE) Sunshine Proposal

6.0 PUBLIC COMMENT

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

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

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

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

7.0 ACTION SESSION

A. Consent Items

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

On motion of Board Member _____ and _____, the Board approved Consent Items #A – 1 through #A – 8, as presented.

- Page 5 A-1 Approval of Minutes for the April 18, 2011 and April 21, 2011 Board Meetings
- Page 19 A-2 Approval of Student Field Trips

Colton Joint Unified School District

Board Meeting Agenda – May 5, 2010

- Page 21 A-3 Approval of Consultants for Assembly Presentations
- Page 23 A-4 Approval of the Memorandum of Understanding and Agreement (C-1002823) with Riverside County Superintendent of Schools for Participation in the RCOE/CSUSB Internship Program (2010-11)
- Page 29 A-5 Approval of Contract with San Bernardino County, Preschool Services Department to Provide Head Start/State Preschool Services for Fiscal Year 2011-12
- Page 67 A-6 Approval of Agreement with the Orange County Superintendent of Schools, *Inside the Outdoors School Program* [#30238] (2010–11)
- Page 79 A-7 Acceptance of Gifts
- Page 81 A-8 Approval of Authorization for the District to Enter into Agreements with Colleges and Universities for Student Teaching and/or Internship Programs for the 2011-12 School Year

B. Action Items

- Page 83 B-1 Approval of Personnel Employment and Resignations
- Page 85 B-2 Approval of Conference Attendance
- Page 87 B-3 Authorization to Assign “Mild/Moderate-Level” Teachers to Teach Students with Autism Under Board Resolution During the 2011-12 School Year and During 2011 Summer School
- Page 89 B-4 Approval of Inter-District Attendance Agreement for San Bernardino County School Districts (2011-12)
- Page 93 B-5 Approval of Purchase Orders
- Page 95 B-6 Approval of Designated Authorized Agent for CJUSD – May 5, 2011 - Until Rescinded
- Page 105 B-7 Approval of Contract Amendment No. 3 with Superior Construction Services, Inc. for Division of the State Architect (DSA) Inspection Services for Grand Terrace High School
- Page 109 B-8 Approval of Contract Amendment No. 4 with Vanir Construction Management Services for Grand Terrace High School
- Page 115 B-9 Approval of Amendment No. 3 with Vista Environmental Consulting for Additional Abatement and Remediation Monitoring Services for the Colton High School Math and Science Building Project

C. Action Items – Board Policy ~ None

D. Action Items – Resolution

- Page 119 D-1 Adoption of Resolution No. 11-59, *Support California’s May 9-13 Week of Action*

8.0 ADMINISTRATIVE REPORTS

- Page 121 AR-8.1 Results of San Bernardino County Superintendent of Schools (SBCSS) Williams Settlement Visit for the Third Quarter 2010-11
- Page 125 AR-8.2 Approved Disbursements
- Page 127 AR-8.3 Proposed Amendment of Board Policy and Administrative Regulations:
AR 3460 Financial Reports and Accountability
- AR-8.4 Budget Update – Assistant Superintendent Jaime R. Ayala
- AR-8.5 Facilities Update – Darryl Taylor
- AR-8.6 ACE Representative
- AR-8.7 CSEA Representative
- AR-8.8 MAC Representative
- AR-8.9 ROP Update

9.0 SUPERINTENDENT’S COMMUNIQUE

10.0 BOARD MEMBER COMMENTS

11.0 CLOSED SESSION

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

11.1 Student Discipline, Revocation, and Re-entry

Page 137

11.2 Personnel

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

- 11.3 **Conference with Legal Counsel—Anticipated Litigation**
Significant exposure to litigation pursuant to Government Code Section 54956.9(b)
Potential Case: *~None~*
- 11.4 **Conference with Legal Counsel—Existing Litigation**
Pursuant to Government Code Section 54956.9(a)
Case Number: *~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** (Gov. Code 54956.8)
Property: *~None~*

12.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION

13.0 ADJOURNMENT

BOARD AGENDA

**REGULAR MEETING
May 5, 2011**

CONSENT ITEM

TO: Board of Education

PRESENTED BY: Jerry Almendarez, Superintendent

SUBJECT: Approval of Minutes for the April 18, 2011 and April 21, 2011 Board Meetings

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

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

RECOMMENDATION: That the Board approve Minutes for the April 18, 2011 and April 21, 2011 Board Meetings.

Colton Joint Unified School District

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



Minutes April 21, 2011

The Board of Education of the Colton Joint Unified School District met for a Regular Meeting and Public Hearing on Thursday, April 21, 2011 at 5:30 p.m. in the Board Room at the CJUSD Student Services Center, 851 So. Mt. Vernon Avenue, Colton, California.

Trustees Present

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

Staff Members Present (*excused)

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

Strategic Plan -- Mission Statement

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

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

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

2.0 SPECIAL PRESENTATIONS ~ None

3.0 SCHOOL SHOWCASE

The Washington High School 10 Girls Club presented their school report. Bella Subia, Xochitl Sanchez, Marina Reyes, Johanna Quintero, Maria Ortiz-Villareal, Kandace Simpson, Santa Goldbaum, Yajaira Rosas-Viveros, and Sandy Cardenas-Perez, (Alejandra Avelar Herrera not present) introduced the purpose of the 10 Girls Club, which includes mentoring (academics and behavior), social situations, team building activities, career education guidance, self-esteem building, leadership building, and enhancing their 40 developmental assets. Their goal is to become academically successful by improving their grades, attendance, and behavior.

The 10 Girls Club shared recent Washington High School activities, such as, Fight Like a Girl self defense classes, Los Angeles Clippers basketball game, Read Across America activities, 40 Developmental Assets survey, the WASC accreditation visit, career interest survey and several team-building activities. Upcoming activities include celebrating National Poetry Month, the Arthritis Walk (April 30th), walk-a-thon "Walk out on Violence" (May 7th), College Day (May 13th), Career Fair Day (May 20th), California Science Center (May 21st), and a trip to Homeboy Industries funded by the Cal State San Bernardino Sociology Club.

The Board, by consensus, moved Action Items B-13, *Approval of Recommendation to Rename Colton Middle School Multi-Purpose Room in Honor of Mr. Frank Acosta* and D-1, *Adoption of Resolution No. 11-57, Frank Acosta Multi-Purpose Room*, forward for consideration.

#357 On motion of Board Member Ibarra and Board Member Kowalski, and carried on a 6-0 (Board Member Armenta absent) vote, the Board approved Action Item B-13 as presented.

#357.1 B-13 Approved recommendation to rename Colton Middle School multi-purpose room in honor of Mr. Frank Acosta

#358 On motion of Board Member Taylor and Board Member Cenicerros, and carried on a 6-0 (Board Member Armenta absent) vote, the Board approved Action Item D-1 as presented.

#358.1 D-1 Adopted Resolution No. 11-57, Frank Acosta Multi-Purpose Room

Mr. Acosta thanked the Board for approving the recommendation to rename the Colton Middle School multi-purpose room. He commented that in the 4th grade he knew, without a doubt, he wanted to become a teacher and in 1969 his goal came to fruition. Mr. Acosta attributed his success to the support of the district and the wonderful administration, such as Mr. Dale Chilsen, whom he served under during his tenure.

The Board thanked Mr. Acosta for his 41 one years of service to the Colton Joint Unified School District. Because of his dedication, exceptional teaching qualities and willingness to share his knowledge and experience, Mr. Acosta has touched countless lives.

4.0 ADMINISTRATIVE PRESENTATIONS

4.1 Budget Update

Before presenting the Budget Update, Assistant Superintendent Ayala provided a brief summary of the Special Board Meeting, Budget Workshop, held on Monday, April 18, 2011.

In preparation for the May 15th certificated layoff deadline, Mr. Ayala shared information from a fiscal report issued by School Services of California. In the report, they recommend “that school agencies affirm the layoff notices by the statutory May 15th deadline in order to preserve options if we get another stiff budget cut.” Additionally, the report states, “we can give our employees no more stability than the state gives us. As is the case in districts each year, you may be able to rehire some, or many, laid off employees later, but now is not the time to limit your options.”

With regard to the anticipated per ADA decrease, Mr. Ayala reminded the Board it could be as little as \$19 per ADA and up to \$1000. However unlikely, the governor has not given up on the tax extension proposal, if it is approved, it may come as late as November 2011. The governor is expected to release the May Revise Report by May 16th, current indicators point toward the need for further reductions.

Regardless of the revenue decline in the 2011-12 school year, a minimum of \$10.5 million in budget reductions is needed for 2011-12. If the revenue decline is less than \$349 per ADA in 2011-12, it is possible that we may need less than \$10.5 million in budget reductions for the 2012-13 school year. As for now, the District will proceed with the full \$10.5 million in reductions for 2012-13.

Mr. Ayala reviewed the 2012-13 Fiscal Recovery Plan which included reducing, suspending, eliminating and canceling several programs, contracts, and services. The plan also includes closing two elementary schools and reducing the school calendar and employee work calendar by five days. Mr. Ayala announced that staff continues to build the 2011-12 budget and multi-year projections on the assumption that \$10.5 million in on-going cuts will be needed, plus a second round of \$10.5 million for 2012-13.

Additionally, staff will continue to seek concessions from ACE and CSEA, however in the absence of concessions, the District is preparing for layoffs. He reminded the Board that a resolution to approve certificated layoffs will be presented for approval at the May 5th Board Meeting. Lastly, Mr. Ayala stated that the District will prioritize the proposed program cuts for 2012-13 and focus on developing timelines and actions steps for implementing said cuts.

The Board spoke in favor of reducing and/or eliminating programs such as Teleparent, Edusoft, CAHSEE, and summer school as employees/positions are a priority. The Board also expressed interest in implementing portions of the 2012-13 Fiscal Recovery Plan immediately and requested a timeline from the District.

Superintendent Almandarez stated if the District does not submit a budget that meets county approval, it will be rejected. They will then be required to submit a revised budget and will have a short time frame to do so. During that time, the District will be assigned a fiscal advisor (not optional), with the power to override the Board's decisions. The County has requested a solid plan, not including negotiable items, however, if the District is able to negotiate concessions, the plan will not need to be implemented.

Continuing with the Budget Update, Director Schaller, Fiscal Services, Director Arreguin, Language Support Services and Coordinator Gonzales, Staff Development/Special Projects, presented information on categorical funding. Currently, the District has 44 categorically funded programs. These funds come in the form of entitlements or grants from the federal and/or state levels. Although all of the funds are categorical, they each have separate guideline requirements for spending.

Following the categorical presentation, the Board directed staff to explore options to reallocate categorical funds to support employee positions and bring back a recommendation for consideration.

Board President Haro opened the public hearing at 7:15 p.m. and closed it at 7:19 p.m. No public comments were made.

5.0 PUBLIC HEARING

5.1 District Sunshine Proposal for Association of Colton Educators (ACE)

5.2 Association of Colton Educators (ACE) Sunshine Proposal

Karen Houck, ACE president announced their Sunshine Proposal for 2010-11 and 2011-12 school years.

- Article 7: Wages and Health Benefits
 - 7.2 Wages
 - 7.5 Benefits
- Article 10: Evaluation Process
 - 10.1 General
- Article 12: Transfer Policy
 - 12.1 Definition
 - 12.2 Assignments
 - 12.12 Frequency
- Article 13: Leave Policies
 - 13.2 Sick Leave
 - 13.3 Personal Necessity Leave
 - Immediate Family Defined

This list is not exhaustive and the association reserves the right to make additional proposals as negotiations progress.

6.0 PUBLIC COMMENT

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

- *No Comments*

White card—Items/Topics Not on the Agenda:

The following persons spoke in opposition of Resolution No. 11-44 for Reduction of Particular Kinds of Services for Certificated Staff for 2011-12 as approved by the Board on March 3, 2011.

- Hillary Schmitt, Mary B. Lewis teacher
- Theresa Morris, parent,
- Chris Gabriel, CJUSD nurse
- Marsha Nagel, CJUSD nurse

- Janice Swanson, CJUSD teacher, commented on the Association of California Educators (ACE) contract.
- Bill Hussey, community member, voiced support on behalf of the Colton High School Football Boosters for current varsity head coach, Rick Bray.
- Christine Zuniga, BHS student, FFA vice president, commented on the 83rd Annual California State FFA Leadership Conference held at California State University, Fresno.
- Latia Ramirez, BHS student, FFA member, spoke of opportunities available to students through their participation in FFA.
- Elsa Aguilar, Agua Mansa PTA, announced the success of the 2011 Honorary Service Awards dinner and thanked the Board and District administration for supporting the event.
- Delores Curry, Slover Mountain High School counselor, shared the goals of CJUSD counselors. They plan to schedule proactive planning meetings and work with the Educational Services Division to develop a district-wide, comprehensive counseling plan. CJUSD counselors also plan to create a district-wide counseling newsletter.
- Gary Grossich, Measure G Citizens Oversight Committee member, commented on last month's meeting. Mr. Grossich thanked Assistant Superintendent Ayala and Director Darryl Taylor for preparing an informative meeting. He also spoke in support of Colton High School varsity head coach, Rick Bray and his positive influence on the field and in the community.
- Christine Irish-Re, community member, spoke of athletic activities at Colton High School's Ken Hubbs Gym.

7.0 ACTION SESSION

A. #359 Consent Items

On motion of Board Member Taylor and Board Member Cenicerros, and carried on a 6-0 (Board Member Armenta absent) vote, the Board approved Consent Items A-1 through A-5.

- #353.1 A-1 Approved Minutes for the April 7, 2011 Board Meeting
- #353.2 A-2 Approved Student Field Trips (**EXHIBIT A**)
- #353.3 A-3 Approved Consultants for Assembly Presentations (**EXHIBIT B**)
- #353.4 A-4 Approved Bloomington High School Junior-Senior Prom (May 5, 2012)
- #353.5 A-5 Accepted Gifts

B. Action Items

#360 On motion of Board Member Tabera and Board Member Ibarra, and carried on a 6-0 (Board Member Armenta absent) vote, the Board approved Action Items B-1 through B-12, as presented.

- #360.1 B-1 Approved Personnel Employment and Resignations (**EXHIBIT C**)
- #360.2 B-2 Approved Conference Attendance (**EXHIBIT D**)
- #360.3 B-3 Approved Shared Contract for 2011-12 School Year
- #360.4 B-4 Approved Disbursements

The Board, by consensus, directed staff to present the Disbursement Report as an Administrative Report.

- #360.5 B-5 Rescinded the Action Taken on April 7, 2011 and approved Purchase Orders

The Board, by consensus, directed staff to revise the delegation of authority form with the County as it relates to the approval of purchase orders. They further directed staff to cease payment on all purchase orders in excess of \$10,000 until approved by the Board.

- #360.6 B-6 Awarded Bid 11-04: High School No.3 (Grand Terrace High School) Increment Number 2, Bid Package Number 18
- #360.7 B-7 Approved Renewal Agreement With Margaret A. Chidester & Associates for Legal Services (2011-12)
- #360.8 B-8 Approved Amendment No. 2 with Vista Environmental Consulting for Additional Abatement and Remediation Monitoring Services for the Colton High School Math and Science Building Project
- #360.1 B-9 Approved Change Orders for Daniel's Electrical Construction Co., Inc. (Category 16-Electrical) for the Grand Terrace High School Project, Bid #08-14
- #360.2 B-10 Approved Reduction in or Partial Release of Retainage for Anderson Charnesky Structural Steel, Inc. (Bid Package No. 5) for the Grand Terrace High School Project
- #360.3 B-11 Approved to File a Notice of Completion for Bid #10-02 for Bloomington High School Relocatable Classrooms and Restroom Addition Project – MDE Group, Inc.
- #360.4 B-12 Approved to File a Notice of Completion for Bid #10-05 for the Joe Baca Middle School Property Line CMU Wall and Temporary Fence Project (Project 27) – MegaWay Enterprises, Inc.

C. Action Items – Board Policy ~ NONE

D. Action Items – Resolutions

#361 On motion of Board Member Taylor and Board Member Cenicerros, and carried on a 6-0 (Board Member Armenta absent) vote, the Board approved Action Items D-2 through D-5, as presented.

- #361.1 D-2 Adopted Resolution No. 11-58, Support of Senate Constitutional Amendment 5
- #361.2 D-3 Adopted Resolution No. 11-55, California Day of the Teacher, May 11, 2011
- #361.3 D-4 Adopted Resolution No. 11-54, Classified School Employee Week, May 16 – 20, 2011
- #361.4 D-5 Adopted Resolution No. 11-56, National School Nurse Day, May 11, 2011

8.0 ADMINISTRATIVE REPORTS

- AR-8.1 Approved Change Orders for the Bloomington High School New Math & Science Building Interim Housing Project (Project 1E) per Board Resolution No. 10-20
- AR-8.2 Approved Change Orders for the Joe Baca Middle School (Project 27) per Board Resolution No. 10-20
- AR-8.3 Qualified School Construction Bond Allocation received from the State of California
- AR-8.4 **Budget Update** (presented under 4.0 – Administrative Presentation)

AR-8.5 Facilities Update

Director Darryl Taylor updated the Board on status of four large construction projects throughout the District. As of today, Grand Terrace High School is 48% complete, followed by the Bloomington High School Math and Science Building at 44%, Joe Baca Middle School at 15% and the Colton High School Math and Science Building at 7% completion. Mr. Taylor announced that three of the smaller construction projects, fire alarm & communication upgrades, basketball court addition and the classroom egress at Bloomington Middle School, are 100% complete. Projects such as site access & security, bus drop-off & parking and pedestrian bridge repairs at D'Arcy and Birney Elementary Schools and Colton High School, respectively, continue to progress.

Following Mr. Taylor's presentation, Mike De Vries, Vanir Construction Management, provided a detailed report on the construction status of Grand Terrace High School. **(EXHIBIT F)**

AR-8.6 ACE Representative

Karen Houck, ACE president, commented on the grievance filed by ACE with regard to the Special Board Meeting scheduled on Monday, April 18, 2011. Mrs. Houck also spoke of the certificated layoffs and Colton High School's upcoming fieldtrip to Knott's Berry Farm.

AR-8.7 CSEA Representative ~ No comment

AR-8.8 MAC Representative

Mike Williford, MAC Social Chairman, reminded the audience of the 6th Annual APPLE Scholarship Golf Tournament (fundraiser) scheduled for Saturday, April 30, 2011.

AR-8.9 ROP Update

Board Member Ibarra commented on the ROP visit that took place on Tuesday, April 12, 2011. The ROP board members toured ROP sites in the Colton, Redlands and Yucaipa school districts.

AR-8.10 Purchase Order Process

During 7.0 - Action Session, the Board, by consensus, directed staff to revise the delegation of authority form with the County as it relates to the approval of purchase orders. They further directed staff to cease payment on all purchase orders in excess of \$10,000 until approved by the Board.

9.0 SUPERINTENDENT'S COMMUNICATION

Superintendent Almendarez commented on the Festival of Bands in which 500 CJUSD students participated and also highlighted the musical talents of Superintendent Emeritus James A. Downs. Other positive events throughout the District include, Terrace View's walk-a-thon to benefit the victims of the earthquake and tsunami in Japan, Jurupa Vista's Spelling Bee and Bloomington High School's upcoming performance of *Little Shop of Horrors*. Mr. Almendarez proudly announced that Colton Middle School was named a National AVID Demonstration site following their validation visit on April 14th. He also announced that two employees, one student and one parent were nominated to receive honors at the 24th Annual Multilingual Recognition Awards hosted by the San Bernardino County Superintendent of Schools. In addition, CJUSD had several nominations to receive the 2011 Education Medal of Honor.

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

10.0 BOARD MEMBER COMMENTS

Board Member Cenicerros commented on Bloomington High School's award winning drum line, and the Honorary Service Awards dinner hosted by the Agua Mansa PTA. Mr. Cenicerros spoke of the Festival of Bands performance at Colton High School and Jurupa Vista's Spelling Bee. Lastly, he announced his plans to visit and tour Ruth O. Harris Middle School.

Board Member Kowalski spoke of the challenging times and difficult decisions facing the Board (District) and thanked those in attendance for attending the Board meetings.

Board Member Tabera also thanked the audience for their attendance. He congratulated Superintendent Emeritus Downs on his nomination for the county's Distinguished Service Award. Mr. Tabera suggested looking into commercial advertising to increase revenue. With Board consensus, staff was asked to explore the options of such advertising and report back through board correspondence.

Board Member Taylor requested an update on the status of Tdap vaccinations throughout the District. Mr. Taylor also commented on the Arrowhead United Way recognition the District received, the Festival of Bands and the upcoming California Day of the Teacher.

Board Member Ibarra spoke of promoting our schools success, maintaining and increasing ADA, and exploring options to increase revenue. Mr. Ibarra also thanked Colton High School Principal Verdi and Sean Davis, counselor, for their involvement with the Grand Terrace Woman's Club.

Board Member Haro commented on Bloomington High School's NJROTC Navy Ball, Paul J. Rogers' McTeacher's Night, and Colton Middle School's AVID Validation Visit. Mrs. Haro remarked on the *Terrace Hills Has Talent* academic awards celebration and other curricular and non-curricular activities throughout the District. She congratulated Elsa Aguilar and members of the Agua Mansa PTA for hosting a successful awards dinner. Lastly, Mrs. Haro acknowledged Colton police Officer Todd Smith, who received the Honorary Service Award for the outstanding service he provides to the students and community of the Colton Joint Unified School District.

11.0 CLOSED SESSION

At 9:10 p.m., Board President Haro announced that the board would recess to closed session to discuss the following items on the closed session agenda:

- 11.1 • Student Discipline, Revocation and Re-entry
- 11.2 • Personnel
- 11.3 • Conference with Legal Counsel—Anticipated Litigation
- 11.4 • Conference with Legal Counsel—Existing Litigation
- 11.5 • Conference with Real Property Negotiator

12.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION

The Board meeting reconvened at 10:39 p.m. Board President Haro reported on action taken in closed session.

12.1 Student Discipline, Revocation, and Re-entry

#362 On motion of Board Member Taylor, and Board Member Cenicerros, and carried on a 6-0 (Board Member Armenta absent) vote, the Board approved 5 student discipline items and 1 readmission, as presented.

- | | | |
|--------|------------|------------------------------|
| #362.1 | 1. 88410 | 4. 126573 |
| | 2. 1039600 | 5. 85105 |
| | 3. 117199 | 6. New Student (readmission) |

12.2 Personnel

♦ Public Employee: Discipline/Dismissal/Employment/Release/Reassignment (Gov. Code 54957) ~ *None*

12.3 Conference with Legal Counsel—Anticipated Litigation

Significant exposure to litigation pursuant to Government Code Section 54956.9(b)
Potential Case: *None*

12.4 Conference with Legal Counsel—Existing Litigation

Pursuant to Government Code Section 54956.9(a)
Case Number: *None*

12.5 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)

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

Property: *~None~*

13.0 ADJOURNMENT

At 10:40 p.m., the meeting was adjourned until the next Board of Education Meeting scheduled for Thursday, May 5, 2011, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

EXHIBIT A, FIELD TRIPS:

Site	Date	Depart	Return	Destination	Activity/Background	Grade	Teacher	Cost	Funding	Strategic Plan*
BHS	4/28/11 to 5/1/11 (Th/F/S/S)	3 pm	3 pm	Town & Country Resort and Convention Center San Diego, CA (District transportation)	<i>Annual State Leadership Conference and Skills USA Championships</i> Students will participate in the State Leadership Conference and compete in the Skills USA Championships.	11/12	Rick LaFon (4) +1	\$2,355.75	Perkins \$1,613.25 ASB \$742.50	Strategy #1
CHS	4/29/11 to 5/3/11 (F/S/S/M/T)	11 am	5 pm	Ocean Center Arena & Exhibit Hall Daytona Beach, FL (Air)	<i>2011 National High School Drill Team Championships</i> NJROTC students will participate in the drill competition.	12	LCDR David J. Brunkhorst (2)	\$5,000	ASB	Strategy #1
Lewis	5/18/11 to 5/19/11 (W/Th)	2:30 pm	6:30 pm	SeaWorld San Diego, CA (District transportation)	<i>6th Grade End-of-the-Year Activity</i> Students will participate in a marine environment life science field trip based on academic achievement and excellent behavior and attendance.	6	Mary Tornberg Hillary Schmitt Bridgett MacQueen Linda Fosberg Robert Cerny (97) + 15	\$15,030	Donation \$1,280 PTA \$6,000 ASB \$700 Lottery \$4,750 Tier III \$2,300	Strategy #1
Grand Terrace	5/20/11 (F)	7:30 am	7:30 pm	SeaWorld San Diego, CA (District transportation)	<i>6th Grade End-of-the-Year Activity</i> Students will participate in a marine environment life science field trip based on academic achievement and excellent behavior and attendance.	6	Martha Eaton Maria Rios Susan High Jennifer Patriquin (114) + 8	\$6,330	ASB \$4,410 Donation \$1,920	Strategy #1
Sycamore Hills	5/23/11 to 5/27/11 (M/T/W/Th/F)	9 am	2 pm	Camp Elk Wrightwood, CA (District transportation)	<i>6th Grade Science Camp</i> Students will participate in a hands-on life science education in the natural environment.	6	Jessica Betcher Annette Wolcott Brenda Betten Renee Jones (95) + camp chaperones	\$19,600	ASB	Strategy #1
CHS	5/27/11 To 5/29/11 (F/S/S)	8 am	5 pm	San Onofre Beach Campground Pendleton, CA (District transportation)	<i>NJROTC Training Camp</i> Students will participate in a survival/orienteering training.	9-12	LCDR David J. Brunkhorst (25) + 2	\$500	ASB	Strategy #1

EXHIBIT B, CONSULTANTS FOR ASSEMBLY PRESENTATION

Site	Date(s)	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
Crestmore	5/19/11	8:50 am to 9:50 am	<i>The Sword and the Stone</i> K-2 students will connect literature to dramatic arts. Teachers will follow-up with activities on listening, speaking, reading and writing.	Crestmore	The Grail Theatre of Britain Monrovia, CA	\$650.00	EIA/ SCE	Strategy #1
Sycamore Hills	5/19/11	9 am	<i>Go Big</i> K-6 students will observe an educational assembly to promote positive choices and to avoid drugs and violence.	Sycamore Hills	Wheels of Freestyle, Inc. San Diego, CA	\$999.99	ASB	Strategy #1
Grand Terrace	5/20/11	9:15 am & 10:15 am	<i>Animal Classification</i> 4 th grade students will discover how to group a variety of land animals by comparing and contrasting their characteristics and adaptations.	Grand Terrace	San Bernardino County Museum Redlands, CA	\$233.16	Dnation	Strategy #1
Crestmore	5/23/11	8 am to 1 pm	<i>Giddy up Ranch</i> Kindergarten students will observe and describe similarities and differences in the appearance and behavior of plants and animals.	Crestmore	Giddy Up Ranch Phelan, CA	\$600	SLI \$300 EIA/ LEP \$300	Strategy #1
THMS	5/25/11	1:15 pm to 3 pm	<i>School Carnival</i> 7 th & 8 th grade students will participate in a reward activity for completion of State testing.	THMS	Fun Services Yorba Linda, CA	\$3,099	ASB \$2,099 Site Discretionary \$1,000	Strategy #1
Grand Terrace	5/27/11	9:15 am to 12:15 pm	<i>Journey into the Serrano Culture</i> 4 th grade students will receive an introduction to traditional Serrano culture that includes learning to use traditional tools the Serrano people used to survive in our area hundreds of years ago.	Grand Terrace	San Bernardino County Museum Redlands, CA	\$333.16	Dnation	Strategy #1
Smith	5/27/11	8:45 am & 1 pm	<i>The Traveling Scientist</i> K-3 students will learn about the characteristics and behaviors of mammals, reptiles, birds, and other species.	Smith	Inside the Outdoors Program Costa Mesa, CA	\$495.00	PTA	Strategy #1
Grand Terrace	5/27/11	9:15 am to 12:15 pm	<i>Journey into the Serrano Culture</i> 4 th grade students will receive an introduction to traditional Serrano culture that includes learning to use traditional tools the Serrano people used to survive in our area hundreds of years ago.	Grand Terrace	San Bernardino County Museum Redlands, CA	\$333.16	Dnation	Strategy #1

EXHIBIT C, GIFTS

<u>Site</u>	<u>Donor</u>	<u>Donation/Purpose</u>	<u>Amount</u>
Grant	Edison International-Edison Gifts P.O. Box 3288 Princeton, NJ 08543-3288	Check #159335 Company Match	\$120.00
Grant	Carlos Villalba c/o Edison International-Employee Contributions Campaign P.O. Box 3288 Princeton, NJ 08543-3288	Check #135884	\$120.00
Reche Canyon	T.E.A.M. Coyote 3101 Canyon Vista Drive Colton, CA 92324	Check #1096 For 2 nd Grade Field Trip	\$978.60
Ruth O Harris	Coca-Cola Refreshments One Penn's Way New Castle, DE 19720	Check #05513000	\$58.23
Wilson	Wildcats P.T.A. 750 South 8th Street Colton, CA 92324	Check #1174 For 6 th Grade Trip	\$675.00
Zimmerman	Association of Colton Educators 190 West H Street #101 Colton, CA 92324	Check #7452 For Star Testing Incentives	\$200.00

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EXHIBIT D, PERSONNEL:

<u>I-A</u>	<u>Certificated – Regular Staff</u>	<u>Subject</u>	<u>Site</u>
	None		
<u>I-B</u>	<u>Certificated – Activity/Coaching Assignments</u>	<u>Position</u>	<u>Site</u>
	None		
<u>I-C</u>	<u>Certificated – Hourly</u>	<u>Position</u>	<u>Site</u>
	None		
<u>I-D</u>	<u>Certificated – Substitute Teacher</u>		
1.	Bouchard, Heather	5.	Spellman, Bethany
2.	Dilemme, Anthony	6.	Wetteland, Brianna
3.	Douglas, Ian	7.	White-LaRose, Kendra
4.	Heins, Tamara		
<u>I-E</u>	<u>Certificated Management – Summer School 2011</u>	<u>Position</u>	<u>Site</u>
	None		
<u>II-A</u>	<u>Classified – Regular Staff</u>	<u>Position</u>	<u>Site</u>
1.	Cox, Ruth	Bus Driver	Transportation
2.	Martinez, Lydia	Bus Driver	Transportation
3.	Ramirez, Arely	Bus Driver	Transportation

<u>II-B</u>	<u>Classified – Activity/Coaching Assignments</u>	<u>Position</u>	<u>Site</u>
1.	Contreras, Carlos	HD JV Baseball	CHS (walk-on, returning)
2.	Serrano, Desiree	HD JV Softball	CHS (walk-on, returning)
<u>II-C</u>	<u>Classified – Classified Hourly</u>	<u>Position</u>	
	None		
<u>II-D</u>	<u>Classified Substitute</u>	<u>Position</u>	
1.	Becerra, Liza	Sub Child Development Inst. Asst.	
2.	Delgado, Melina	Sub Child Development Inst. Asst.	
3.	Segura, Beatriz	Sub Child Development Inst. Asst.	
<u>II-E</u>	<u>Classified – Short-Term –</u>	<u>Position</u>	<u>Site</u>
	None		

RESIGNATIONS:

<u>Certificated Employee</u>	<u>Position</u>	<u>Site</u>	<u>Employment Date</u>	<u>Effective</u>	<u>Reason</u>
None					
<u>Classified Employee</u>	<u>Position</u>	<u>Site</u>	<u>Employment Date</u>	<u>Effective</u>	
1.	Burgos, Juanita	Head Start Inst. Asst.	San Salvador	October 18, 1995	June 1, 2011.

EXHIBIT E, CONFERENCES:

<u>Employee</u>	<u>Title</u>	<u>Site</u>	<u>Conference</u>	<u>Date/Location</u>	<u>Funds</u>
Calvin Kelso	NJROTC Instructor	BHS	NJROTC Inservice Training	May 3-6, 2011 Reno, NV	No Cost to the District.
Kathleen Dickerson	Teacher	CHS	Teaching Generation Next	June 22-24, 2011 Burlingame, CA	Perkins funds: \$1,286.92

EXHIBIT F, Facilities Update:

Grand Terrace High School at the Ray Abril Jr. Education Complex Progress Update as of 04-21-11



Grand Terrace High School: Progress Update (04-21-11)

PROGRESS PERCENT COMPLETE (%)

BUILDING / AREA	3/3/11	4/21/11
Overall Project (Based on 03/2011 approved payments)	45	56
Building "A"	41	50
Building "B"	29	31
Building "D"	52	64
Building "E"	45	64
Building "F"	39	55
Building "G"	31	39
Buildings "M" & "N"	51	57
Site Work	53	57



Grand Terrace High School: Progress Update (04-21-11)

Building "A" (Cafeteria/Performing Arts Theater/Library) 50% complete:

- Section 1 (Cafeteria): Interior metal stud wall framing is ongoing; HVAC ductwork and fire sprinkler rough-in is in progress;
- Section 2 (Theater): Exterior metal stud framing at back side is completed, front side in progress; Built-up roof system is substantially complete; Standing seam metal roofing started;
- Section 3 (Library): HVAC ductwork and fire sprinkler rough-in is in progress;
- Exterior window glazing started on 4/12/11.



Grand Terrace High School: Progress Update (04-21-11)

Building "B" (Gymnasium) 31% complete:

- Structural steel erection at the south section (healthy/fitness rooms) was completed on 3/8/11 and has been welded off;
- Structural steel erection at the north section (locker rooms) started on 3/8/11 and was completed by 3/29/11; the metal roof decking was completed on 4/15/11;
- Structural steel erection at the center courts area started on 3/22/11 and completed by 4/5/11 and is currently being welded off.



Grand Terrace High School: Progress Update (04-21-11)

Building "D" (Classroom Building) 64% complete:

- Installation of the exterior metal wall system has been completed;
- Installation of exterior glass block was completed on 4/6/11;
- 1st and 2nd floor hallway ceiling framing is in progress;
- Drywall tape and finish at 1st and 2nd floor classrooms started on 4/14/11.



Grand Terrace High School: Progress Update (04-21-11)

Building "E" (Classroom Building) 64% complete:

- Installation of the exterior metal wall system started on 3/29/11 and is ongoing;
- Installation of exterior glass block was completed on 4/8/11;
- HVAC duct work at 2nd floor is substantially complete; Low voltage rough-in at 1st and 2nd floors has been completed;
- 1st floor hallway ceiling framing is in progress;
- Drywall tape and finish at 1st and 2nd floor classrooms started on 4/18/11.



EXHIBIT F, Facilities Update:

Grand Terrace High School: Progress Update (04-21-11)

Building "F" (Classroom Building) 55% complete:

- Exterior metal wall system is in progress;
- Installation of exterior glass block was completed on 4/12/11;
- Drywall installation at 1st floor classrooms started on 4/4/11 and is ongoing;
- Electrical rough-in at 2nd floor classrooms was completed on 4/14/11;
- HVAC rough-in at 2nd floor is ongoing.



Grand Terrace High School: Progress Update (04-21-11)

Building "G" (Administration Center and Classrooms) 39% complete:

- Installation of the built-up roofing system at Sections 3 and 4 was completed on 4/15/11;
- Plywood wall sheathing at Admin. completed;
- HVAC duct work and rough plumbing at Sections 2 and 3 of 1st floor is in progress; Plumbing rough-in at restrooms is complete;
- Rough electrical at Sections 2, 3 and 4 is substantially complete;
- Fireproofing of roof beams and columns at Section 2 is complete; Sections 3 & 4 in progress.



Grand Terrace High School: Progress Update (04-21-11)

Buildings "M" (Concessions) and "N" (Field Restrooms) 57% complete:

- Interior metal stud framing at Buildings "M" and "N" is complete;
- HVAC rough duct work in Building "M" has been completed;
- Plumbing rough-in at Building "M" was completed on 4/15/11.



Grand Terrace High School: Progress Update (04-21-11)

Site Work (57% complete):

- Installation of concrete curbs and gutters for site parking areas and site roadways is ongoing, with the fire lane and south parking lot completed on 4/8/11;
- Grading for asphalt sub-grade at roads and parking areas started on 4/14/11;
- Layout and excavation for the ramp and stair wells east of Building "G" started on 4/18/11;
- Weed abatement is in progress throughout the site.



Grand Terrace High School: Progress Update (04-21-11)

Critical Issue Potentially Impacting the Completion Schedule:

- Hanan Construction, Inc., the Bid Package #10 (General Construction) contractor has apparently voluntarily defaulted on their \$5.78 million contract. Hartford Insurance, their bonding company, is taking over the contract. District staff and counsel have been in conversations with Hartford's attorneys.
 - Scope of work in Hanan's bid package includes the following major items:
 - Steel Doors and Frames, Wood Doors, and Door Hardware
 - Specialty Doors (Overhead Coiling and Sound Retardant)
 - Ceramic Wall and Floor Tile
 - Quarry Tile Flooring
 - Toilet Compartments and Toilet Accessories
 - Metal Lockers
 - Stage Rigging, Curtains, Drapes and Tracks
 - Library Shelving
 - Auditorium and Theater Seating
 - Telescoping Bleachers
 - Food Service Equipment
 - Athletic Field Equipment
 - Hanan's work is currently 33% complete (as of 03/2011).

11

Grand Terrace High School: Progress Update (04-21-11)

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

- ✓ Board approve pre-qualification procedures: Thursday, 2/17/11
 - ✓ 1st advertisement for bids: Friday, 2/18/11
 - ✓ Bidder pre-qualification packages available for pick up: Friday, 2/18/11
 - ✓ Bid documents available to bidders: Tuesday, 2/22/11
 - ✓ 2nd advertisement for bids: Friday, 2/25/11
 - ✓ Bidder pre-qualification packages due to District: Wednesday, 3/2/11
 - ✓ District release list of pre-qualified bidders: Monday, 3/9/11
 - ✓ Mandatory pre-bid conference and jobsite visit: Thursday, 3/10/11
 - ✓ Bid opening: Tuesday, 4/12/11
 - ✓ Board award contract: Thursday, 4/21/11
 - Construction contract execution: 4/22/11 - 5/2/11
 - Pre-construction Meeting and Notice to Proceed: Friday, 5/13/11
 - Construction substantially complete: Monday, 5/14/11
- ◆ Note: The Bid Opening date was slipped by 2 weeks due to the extent of pre-bid questions from bidders needing to be addressed by addenda. All other dates are extended accordingly. This will not affect school opening in August 2012.

12

April 21, 2011 Board Meeting

Date Approved: May 5, 2011

Frank Ibarra, Clerk

Jerry Almendarez, Superintendent

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BOARD AGENDA

**REGULAR MEETING
May 5, 2011**

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval of Student Field Trips

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: See attached grid.

**BUDGET
IMPLICATIONS:** General Fund Expenditure: \$17,075.11

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

FIELD TRIPS: Regular Meeting May 5, 2011

<u>Site</u>	<u>Date</u>	<u>Depart</u>	<u>Return</u>	<u>Destination</u>	<u>Activity/Background</u>	<u>Grade</u>	<u>Teacher</u>	<u>Cost</u>	<u>Funding</u>	<u>Strategic Plan*</u>
BHS	5/6/11 to 5/8/11 (F/S/S)	8 am	8 pm	Cal Poly San Luis Obispo San Luis Obispo, CA (District transportation)	CA State FFA Career Development Finals Students will attend the annual FFA State Judging Finals.	10-11	Desiree Trapp (5)	\$908.11	Ag. Grant \$514.37 ASB \$268.74 Perkins \$125.00	Strategy #
BHS	5/17/11 (Tues.)	7:30 am	4 pm	San Diego Zoo San Diego, CA (District transportation)	Spanish Club students will participate in an end of the year academic incentive trip.	9-12	Leticia Herrera (50) +4	\$1,800.00	ASB	Strategy #1
ROHMS	5/22/11 (Sun.)	7 am	7 pm	Disneyland Anaheim, CA (District transportation)	AVID students will participate in an end of the year academic incentive trip.	7-8	Veronica Carnes Raquel Lopez Matthew Crispin (118) +5	\$9,948.00	ASB	Strategy #1
Grant	5/31/11	7:30 am	7:30 pm	Disneyland Anaheim, CA (District transportation)	GATE students will participate in Disney's Youth Education Series: Leadership in Action/ Pursuit of Excellence	3-6	James Marshall Candi Pettibon (57) +5	\$4,419.00	Donations	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
May 5, 2011**

CONSENT ITEM

TO: **Board of Education**

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

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

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: See attached grid.

**BUDGET
IMPLICATIONS:** General Fund Expenditure: \$2,250.00

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

ASSEMBLIES/PROGRAMS: Regular Meeting May 5, 2011

Site	Date	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
Smith	May 12 & 13, 2011	8 am to 12 noon	<i>Interactive Music Making with a Drum Circle</i> K-6 students will learn the many forms of musical instruments that encompasses cultural, historical and musical developments.	Smith	Ray McNamara Music Services Claremont, CA	\$500.00	PTA	Strategy #1
Jurupa Vista	5/23/11	1 pm to 3 pm	<i>Journeys to the Past</i> 4 th grade students will receive an introduction to the culture of the Acjachemen Indian Nation that lived in the coastlands of Orange County, California.	Jurupa Vista	Seegerstrom Center for the Arts Costa Mesa, CA	\$855.00	Donations	Strategy #1
Lincoln	5/26/11	9 am & 9:50 am	<i>Spring Jam Spectacular</i> To provide students in grades K-6 with test taking strategies and positive reinforcement prior to testing.	Lincoln	Prismatic Magic Ft. Worth, TX	\$895.00	ASB	Strategy #1

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

BOARD AGENDA

REGULAR MEETING
May 5, 2011

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Approval of the Memorandum of Understanding and Agreement (C-1002823) with Riverside County Superintendent of Schools for Participation in the RCOE/CSUSB Internship Program (2010-11)

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: The District has received an agreement with Riverside County Superintendent of Schools for participation in the RCOE/CSUSB Internship Program for the term of July 1, 2010 to June 30, 2011. The RCOE/CSUSB Internship Program provides new teachers with training and assistance to support their success in the classroom. This year two teachers are participating.

BUDGET IMPLICATIONS: Increase to general fund: \$2,000.00

RECOMMENDATION: That the Board approve the Memorandum of Understanding and Agreement (C-1002823) with Riverside County Superintendent of Schools for participation in the RCOE/CSUSB Internship Program. (2010-11)

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

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT
FOR PARTICIPATION IN THE FISCAL YEAR 2010-11
RCOE/CSUSB INTERNSHIP PROGRAM**

This MOU/Agreement, effective **July 1, 2010**, by and between **Riverside County Superintendent of Schools**, the LEA for RCOE/CSUSB Intern Program hereinafter referred to as the "SUPERINTENDENT," and **Colton Joint Unified School District** hereinafter referred to as the "DISTRICT" to implement the CSUSB Multiple and Single Subjects Internship Program within the RIMS (Riverside, Inyo, Mono, and San Bernardino counties) region.

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

W I T N E S S E T H

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

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

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

- D. All expenditures accrued by the DISTRICT under the terms of this MOU/Agreement shall be reimbursed by the SUPERINTENDENT upon receipt of DISTRICT invoice(s). All invoices must have a breakdown of how expenditures are expended. All "Site Coach Stipends" invoiced for must include a Site Coach Teacher/Intern match. All invoices(s) must be received **no later than June 15, 2011**. Any invoice(s) received **after June 15, 2011** may not be reimbursed.
- E. Provide program activities such as:
1. RCOE/CSUSB Intern Governance Team meetings
 2. RCOE/CSUSB Intern Program Unit Meetings
 3. Site Coach Trainings*
 4. District Liaison Meetings
 5. Online Blackboard Communications (between Site Coach, Intern, University Supervisor, and program Coordinators)*
- *Includes collaboration between University Supervisor and Site Coach to assist Intern teacher.
- F. Provide RCOE/CSUSB Intern Program services to participating teachers and Site Coach in participating districts.
- G. Establish and maintain accurate records and reports. Maintain a confidential file on each participating teacher, which includes the following:
1. Consent Form for each Intern
 2. Consent Form (Site Coach Agreement) for each Site Coach
- H. Supply to the California Commission on Teacher Credentialing information as requested on all matters related to program requirements and activities.
- I. Convene the Governance Team monthly and District Liaisons quarterly, and develop other administrative processes as provided for in the program description.
- J. Appoint a Coordinator to fulfill the perspective Coordinator roles and responsibilities for the actual numbers of participating teachers in the RCOE/CSUSB Intern Program.
- K. Develop and maintain a budget that allocates amounts sufficient to meet the costs of implementing its program responsibilities as described above.
- L. Provide the district quarterly and year-end expenditure reports of the district's contract balance and maintain all the district's funding documentation required by RCOE/CSUSB Intern Program and the California Commission on Teacher Credentialing.
3. The DISTRICT agrees to:
- A. Appoint a District Liaison to fulfill the District designated District Liaison roles and responsibilities for the actual numbers of participating teachers in the district.
 - B. Support all participating teachers who are eligible for Intern services at California State University, San Bernardino as described by the California Commission on Teacher Credentialing grant guidelines.

- C. Assign a Site Coach to each official CSUSB Intern teacher participating in the RCOE/CSUSB Intern Program. Site Coach match needs to be as close as possible to the CSUSB Intern's grade level, content area, and school site.
 - D. Assist in obtaining each of the following documents required to be submitted to the California Commission on Teacher Credentialing on behalf of the CSUSB Intern which includes:
 - 1. Consent Form for each Intern
 - 2. Consent Form (Site Coach Agreement) for each Site Coach.
 - E. All consent forms are required to be submitted to the RCOE/CSUSB Intern Program according to the schedule set by the SUPERINTENDENT in accordance to the California Commission on Teacher Credentialing calendar.
 - F. Provide appropriate and sufficient information to all site administrators regarding the RCOE/CSUSB Intern Program.
 - G. Provide experienced teachers working as Site Coaches the opportunity to participate in a Site Coach Orientation.
 - H. Provide the opportunity for the District Liaison to attend quarterly District Liaison Meetings facilitated by the RCOE/CSUSB Intern Program.
 - I. Submit invoices with expenditure allocations and all required documentation sought by the RCOE/CSUSB Intern Program in its capacity as LEA of the Alternative Certification - Intern Program.
 - J. Develop and maintain a budget that allocates amounts sufficient to meet the costs of "Site Coach Stipends" as described above. Total funding will be allocated based on the enrollment and participation of Intern eligible teachers in the program.
 - K. Expend income according to the grant's expenditure guidelines.
 - L. Assist the CSUSB Intern, Site Coach, and District Liaison with completion of the "End of the Year Survey/Program Evaluation" required by the California Commission on Teacher Credentialing.
 - M. Provide data to the RCOE/CSUSB Intern Program to complete a mandated "Intern Retention Study" report required by the California Commission on Teacher Credentialing.
- 4. The term of this MOU/Agreement shall be from **July 1, 2010** to and including **June 30, 2011**.
 - 5. Contract and monitoring responsibilities for this MOU/Agreement rest with the SUPERINTENDENT.
 - 6. Any and all products developed by the RCOE/CSUSB Intern Program are the exclusive property of the SUPERINTENDENT.
 - 7. Employees, staff, and subcontractors of the DISTRICT, as a Co-Sponsor of the RIMS/CSUSB Internship Program, have permission to reproduce and use the products in the RCOE/CSUSB Intern Program execution without the expressed written permission of the SUPERINTENDENT and the RCOE/CSUSB Internship Program. It is prohibited for anyone to copy or use the products of the RCOE/CSUSB Intern Program for profit or any other purpose.

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

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

**Riverside County
Superintendent of Schools**


Authorized Signature

4-18-11
Date

**Colton Joint Unified School District
Attn: Celia Gonzales
1212 Valencia Drive
Colton, Ca 92324**

Authorized Signature

Date

BOARD AGENDA

**REGULAR MEETING
May 5, 2011**

CONSENT ITEM

TO: **Board of Education**

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

SUBJECT: **Approval of Contract with San Bernardino County, Preschool Services Department to Provide Head Start/State Preschool Services for Fiscal Year 2011-12**

GOAL: Improved Student Performance

STRATEGIC PLAN: Strategy #2 – Curriculum

BACKGROUND: Colton Joint Unified School District contracts with San Bernardino County, Preschool Services Department to operate the Head Start/State Preschool Program. Head Start/State Preschool Program provides a part day program to 240 students for a 175 day school year.

BUDGET IMPLICATIONS: General Fund Revenue: \$1,309,920.00

RECOMMENDATION: That the Board approve contract with San Bernardino County, Preschool Services Department to provide Head Start/State Preschool services for fiscal year 2011-12.



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New	Vendor Code	SC	Dept.	A	Contract Number	
<input type="checkbox"/> Change	COLTONJ493					
<input type="checkbox"/> Cancel						
County Department			Dept.	Orgn.	Contractor's License No.	
Preschool Services Department						
County Department Contract Representative			Telephone		Total Contract Amount	
Regina Dalton			(909) 388-0241		\$1,309,920	
			Contract Type			
<input type="checkbox"/> Revenue			<input checked="" type="checkbox"/> Encumbered		<input type="checkbox"/> Unencumbered	
					<input type="checkbox"/> Other:	
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount	
		July 1, 2011	June 30, 2012	\$1,309,920	\$	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount
RSC	HPS	144	300	3252	CJUSD12	\$1,309,920
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
						\$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
						\$
Project Name			Estimated Payment Total by Fiscal Year			
Head Start Services			FY	Amount	I/D	FY
State Preschool Services			11-12	\$1,309,920	I	

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, Preschool Services Department, hereinafter called the County, and

Name
Colton Joint Unified School District hereinafter called Contractor

Address
1212 Valencia Drive

Colton, CA 92324-1798

Phone (909) 580-5000 Birth Date

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, The County desires to operate Head Start/ State Preschool Programs throughout the County; and

WHEREAS, County has been allocated funds by the California Department of Education (CDE) and Federal Administration for Children and Families (ACF) to provide such services; and

WHEREAS, this program is contingent upon continued state and federal funding, and may be terminated if such funding does not continue at the current rate; and

WHEREAS, County finds Contractor qualified to provide these services; and

WHEREAS, County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW THEREFORE, County and Contractor mutually agree to the following terms and conditions:

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

TABLE OF CONTENTS

I. DEFINITIONS.....3

II. CONTRACTOR PROGRAM RESPONSIBILITIES6

III. CONTRACTOR CURRICULUM AND CLASSROOM RESPONSIBILITIES10

IV. CONTRACTOR FOOD SERVICE RESPONSIBILITIES11

V. CONTRACTOR PROGRAM ADMINISTRATION RESPONSIBILITIES.....12

VI. CONTRACTOR GENERAL RESPONSIBILITIES15

VII. COUNTY RESPONSIBILITIES.....23

VIII. FISCAL PROVISIONS MANAGEMENT23

IX. RIGHT TO MONITOR AND AUDIT.....26

X. CORRECTION OF PERFORMANCE DEFICIENCIES27

XI. TERM 29

XII. EARLY TERMINATION.....29

XIII. GENERAL PROVISIONS..... 29

XIV. CONCLUSION31

ATTACHMENT A – CHILD AND ADULT CARE FOOD PROGRAM

ATTACHMENT B – COLTON JOINT UNIFIED SCHOOL DISTRICT BUDGET FY 2011-12

I. DEFINITIONS

- A. Acuscreen – A one-on-one activity-based assessment, including direct observation and caregiver input, to provide a complete picture of each child. This includes assessments of cognitive, perceptual-motor, language, and social development.
- B. Administration for Children and Families (ACF) – The federal agency that provides funding and guidelines for the operation of the Head Start program.
- C. Ages and Stages – Social Emotional (ASQ – S/E) – Research validated screening system that helps assess children's social emotional development.
- D. California Department of Education (CDE) – The State of California funding source for the State Preschool Program.
- E. Child and Adult Care Food Program (CACFP) – Child and Adult Care Food Program provides the requirements for student's nutritional needs set by the United States Department of Agriculture and the Head Start Program Performance Standards (See Attachment A).
- F. Child Outcome, Planning and Administration (COPA) – Database software system, utilized to track required children's progress, attendance, health information, and family partnership agreements.
- G. Child's Developmental Progress Form – A form used to describe a child's developmental progress in achieving four broad desired results for all children. This form is completed following the completion of the DRDP-2010 and prior to scheduling a parent conference.
- H. Child's Individual Portfolio – A portfolio created for each child within 45 days of the child's enrollment to document ongoing work samples and developmental progress as it applies to the Desired Results Developmental Progress Assessment tool.
- I. Code of Federal Regulations (CFR) – Codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal Government. It is divided into 50 titles that represent broad areas subject to Federal regulation. Each volume is updated once each calendar year and is issued on a quarterly basis.
- J. Communication Profile – A tool used to identify language development concerns in preschool children.
- K. Department of Health and Human Services (DHHS) – The federal agency that protects the health of all Americans and provides essential human services, especially for those who are least able to help themselves.
- L. Desired Results Developmental Profile – Preschool (DRDP-PS) – An assessment instrument for children ages 3 to 5 developed by the California Department of Education, Child Development Division that assists teachers and administrators to observe, document, and reflect upon a child's development, plan curriculum for individual children and groups of children to enhance program practices, and share a child's progress with families.
- M. Early Childhood Environmental Rating Scale (ECERS) – Provides an overall picture of the surroundings that have been created for the children and adults who share an early childhood setting.
- N. Eligibility, Recruitment, Selection, Enrollment and Attendance (ERSEA) – Refers to Head Start Performance Standards.

- O. Family Partnership Agreement – A written document defining a family's goal(s) identified with assistance from the generalist.
- P. Family Services Assessment – A tool used to determine families' needs in order to make appropriate referrals for assistance.
- Q. Generalist – A PSD staff person who provides eligibility, enrollment, and family services assistance to Head Start children and families. This position works to build family and community partnerships.
- R. Head Start Act – Federal law (42 U.S.C. §§9801, et seq.) that took effect on January 3, 2007 and governs the federal Head Start Program. Located at http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=browse_usc&docid=Cite:+42USC9801.
- S. Head Start Program – Head Start is a comprehensive child development program that serves children from ages 3 to 5 and their families.
- T. Head Start Program Performance Standards – Rules and regulations governing the federally funded Head Start Program. Located at <http://eclkc.ohs.acf.hhs.gov/hslc/Head%20Start%20Program/Program%20Design%20and%20Management/Head%20Start%20Requirements/Head%20Start%20Requirements>.
- U. Human Services (HS) – A system of integrated services, where the programs and resources of eight (8) County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.
- V. Individualized Educational Plan (IEP) – A plan designed to meet the unique educational needs of one child. The IEP must be tailored to the individual student's needs as identified by the evaluation process and must help teachers and related service providers understand the student's disability and how the disability effects the learning process.
- W. Local Education Agency (LEA) – A school district.
- X. Non-Federal Share – A contribution of services, goods or cash expended for an allowable Head Start program cost. Non-Federal Share must be verifiable from a Contractor records, must not be used as a match for any other federally funded program, must be allowable under applicable cost principles, and must not be funds received under any other federal program.
- Y. Parent Advisory Committee – A committee at a Contractor's site composed 100% of parents of enrolled children. The purpose of the committee is to ensure that effective, two-way comprehensive communication between staff and parents is carried out on a regular basis throughout the program. See Page 24 of the Parent Handbook located at http://hss.co.san-bernardino.ca.us/psd/informationalMaterials/Parent_Handbook.pdf.
- Z. Parent Involvement – Parents of enrolled children must be encouraged to become involved in the program as volunteers and decision-makers. Contractors must also ensure that a representative from the Parent Advisory and/or Parent Committee participates in the meetings of the County Policy Council.
- AA. Policy Council – A Policy Council is a group composed of elected parent representatives from each Head Start site in the County, including contractors, Delegate Agencies, and community representatives.

- BB. Preschool Services Department (PSD) – Has operated the Head Start/State Preschool program in San Bernardino County since 1965. PSD administers the federally funded Head Start/Early Head Start/State Preschool Programs and Home Based Services at sites throughout the County. The primary function of the department is to provide subsidized child care and educational instruction for children 0 to 5 years of age from low-income families.
- CC. Program Information Report (PIR) – A Head Start Program report that collects comprehensive data on the services, staff, children and families served by Head Start and Early Head Start programs nationwide. All Contractors are required to submit a PIR for each year in which services are provided to children and families.
- DD. Program Monitoring – Head Start Program Performance Standards require an ongoing monitoring system for program operations, an annual program self-assessment, and a system for gathering and analyzing data on progress made by children during their participation in the program.
- EE. PSD Policies and Procedures – Procedures that PSD has instituted to comply with the Head Start Performance Standards and the California Department of Education Funding Terms and Conditions. These Policies and Procedures are to ensure that PSD maintains a high quality program. Located at <http://hss.sbcounty.gov/psd/policiesProcedures/Default.aspx>.
- FF. Self Assessment – PSD must conduct an annual assessment of the program. A team is identified to evaluate and assess the program using the current Head Start Monitoring Protocol.
- GG. Site Locations:
1. Colton Head Start/State Preschool
San Salvador School
471 Agua Mansa Road
Colton, CA 92324
 2. Bloomington Head Start
Bloomington Junior High School
18829 Orange Street
Bloomington, CA 92316
- HH. Snacks – An A.M. or P.M. meal supplement that must meet Child and Adult Care Food Program requirements.
- II. Support Services – Support services include eligibility determination, enrollment of children, parent education, family services, nutrition, health, mental health, disability coordination, and speech services.
- JJ. United States Department of Agriculture (USDA) – The federal agency that oversees food safety, regulates school breakfasts and lunches, and administers the Food Stamp Program in addition to numerous other responsibilities.
- KK. Weekly Lesson Plan – A form utilized to identify classroom activities for the week. Activities are individual based on the needs of each child.

II. CONTRACTOR PROGRAM RESPONSIBILITIES

Contractor agrees to:

- A. Perform all activities for the Head Start/ State Preschool Program, as approved in the ACF/State Preschool grants to the County, in accordance with the Federal Performance Standards, California Code of Regulation Title 5, California Education Code, California Department of Education Funding Terms and Conditions, and State of California and/or Community Care Licensing regulations, in a satisfactory manner, as designated below:

A total of 240 children (208 Head Start Part Day children and 32 State Preschool children) comprising 15 classes of 16 children each for a period of one hundred seventy five (175) days.

- B. Comply with Head Start Program Performance Standards (45 C.F.R. §1304.50 and Appendix A). The program shall be conducted in compliance with Head Start/ State Preschool Program funding sources' guidelines and requirements, approved Budget (Attachment B), all County requirements and directives, and any special conditions that may from time to time be requested.
- C. Ensure that allowable costs for developing and administering the Head Start program do not exceed fifteen (15) percent of the total approved costs of the program. Costs in excess of the fifteen (15) percent limitation may be disallowed at the discretion of the County. (45 C.F.R. §1301.32.)
- D. Make appropriate referrals to contract and area specialists at PSD.
- E. Meet the following requirements and maintain documentation for each requirement for the current program year (July 1 to June 30) to be reviewed by the County at the time of on-site monitoring:

1. ERSEA

Contractor shall verify the age and income for each child and shall have available copies of all documents used to verify age and income in each child's file. The Head Start Performance Standards, California Code of Regulation Title 5 and California Education Codes specify which documents are allowed to be used for age and income qualification.

Family files shall include:

- a. Documents used to verify income (Individual Income Tax Form 1040, W-2 forms, pay stubs, pay envelopes, written statements from employers, documentation showing current status of public assistance, homelessness, child protective services, foster care, or signed self-declaration of income in the event income cannot be documented). (45 C.F.R. §1305.4(d).)
- b. Documents used to verify the age of the child (birth certificate, etc). (45 C.F.R. §1305.4(a))
- c. Documents to prove residency.
- d. Proof of need (when providing full-day opportunity to family) documenting that parents are employed or in job training with no caregiver in the home, or parents are incarcerated, or child has been placed by child protective services.
- e. Nutrition survey completed and signed by parents.

2. Health

- a. Contractor agrees to have representation at bi-annual Health Advisory meetings.

The County Health Specialist will notify the Contractor via formal invitation of the Health Advisory meetings.

- b. The Health Education Specialist will make site visits to review and track health services.

- c. The following items will be reviewed by the County during an on-site monitoring visit:

- 1) Children's files;
- 2) Contractor's Health and Policy Procedures Manual (Include all health forms);
- 3) Current Health forms used in files;
- 4) Documentation of ongoing health care services for each child (45 C.F.R. §1304.20(a)(1)(ii)(C));

If child does not have a source of ongoing health care, Contractor must assist the parents in accessing a source of care;

- 5) Documents used to verify children are current and up to date on a schedule of age appropriate preventive and primary health care, which includes medical and dental utilized by the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT). This includes physicals, medical history profile, blood lead questionnaire, hemoglobin, T.B., vision, hearing screenings, blood lead test, blood pressure, and dental (45 C.F.R. §1304.20(a)(1)(ii));
- 6) Procedure on prescription medication, and documentation of training provided to staff on the proper administration of medication and storage;
- 7) Documentation of medication kept at site;
- 8) Documentation on staff training regarding **Health** related issues;
- 9) Parent bulletin for evidence of available health resources for parents.

3. Mental Health

Contractor shall:

- a. Send representatives to Incredible Years social emotional curriculum training, if offered.
- b. Provide resource books identifying community mental health services in an area accessible and readily available to parents;
- c. Ensure a regular schedule of on-site visits are conducted by a mental health professional involving program staff and parents;

- d. Complete the following screenings for each child within 45 calendar days of enrollment: behavioral, social, cognitive, and emotional skills;

The results of the above screenings shall be discussed with the parents, when appropriate;
- e. Define the opportunities for each child to develop feelings of competence, self-esteem, and positive attitudes toward learning;
- f. Conduct mental health services and training for program staff. Documentation shall include name of attendees, date of training, duration of training, and topic of training along with sample of training materials;
- g. Make available mental health services and training to families of enrolled children (Documentation may include flyers provided, referrals made for training events, etc.);
- h. Complete the Ages and Stages Questionnaire – Social Emotional within 45 days of enrollment to identify any social emotional concerns.
- i. Conduct monthly service delivery meetings to discuss status of referrals for each site.

4. Disabilities

Contractor shall:

- a. Use- at least ten percent of the Contractor's funded slots for children with disabilities;
- b. Include in recruitment materials information about serving children with disabilities;
- c. Complete the following screenings for each child within 45 calendar days of enrollment: developmental, sensory, cognitive, perceptual, behavioral, and emotional;
- d. Complete a formal evaluation for a child who has been identified as possibly having a disability;
- e. Develop an IEP within 30 calendar days for children ages 3 to 5, when a determination is made that a child needs special education and related services;
- f. When appropriate, include goals from the IEP in the child's individual classroom education plan;
- g. Enter into formal partnerships with local agencies serving children with disabilities, to include local LEAs;
- h. Obtain appropriate consents from parents for services to be provided to their child prior to services being rendered.

5. Education

Contractor shall:

- a. Document and record ongoing observations of children's strengths, concerns, interests, and progress per Head Start Program Performance Standards. A DRDP-2010 Assessment (hard copies in child's file) and data input on Child Outcome Planning and Assessment (computer system) must be conducted three (3) times during a full program year and must be documented and recorded on an ongoing basis.
- b. Enter Child Observations into the Child Outcome Planning and Assessment (computer tracking system) under Child Observations, with a printed copy in the child's file;
- c. Create Lesson Plans for Head Start documenting Planned Activities and Individualization;
- d. Provide follow-up for Children with Disabilities;
- e. Completed Home Visit/Site Conference and document in the child's file.

6. Children's Files

Contractor shall place the following items in the children's file:

- a. Emergency Cards fully completed by the parents;
- b. Parent's rights signed by the parents acknowledging receipt;
- c. Personal rights signed by the parents acknowledging receipt;
- d. Picture consent signed by the parents;
- e. Parent handbook receipt signed by the parents acknowledging receipt of the handbook.

F. Submit to the County such reports as may be required by ACF Head Start Performance Standards, State Preschool Funding Terms and Conditions, USDA Regulations and Policy, or by the County, according to, but not limited to, the following schedule:

1. Attendance Reports – Due 5th day of each month
2. Meal Count Reports – Due 5th day of each month
3. Audit Report/Single Audit Report – required by February 28th of each year
4. Child Outcomes Analysis and Action Plan – Due March 15th and June 15th of each year
5. Final Financial Reports for ACF – Due annually on August 31st
6. Final Financial Reports for State – Due annually on July 15th
7. Monthly Finance Reports – Due by the 15th day of the month following the reporting period

8. Non-Federal Share (local contributions) is 25% of the annual total revenue received by the contractor. Approximately 10% of the annual Non-Federal Share total is due by the 10th of each month. Exceptions are permitted for months during which school has commenced, and during which school is out of session for an extended period of time (e.g. winter recess). Failure to meet the required Non-Federal Share monthly amount per month may result in withholding of payments based upon the amount by which the contractor is below the required aggregate rate. This amount will be calculated by dividing the amount not collected by 25%.
9. Participant's Records (those records without parental consent to be held for school information) – Due within 10 days following close of classes
10. Personnel Policies and Grievances procedure for all program employees – Due annually on January 15th
11. Property Inventory – Due annually on January 15th
12. Revision to Final Financial Report for ACF – Due annually on October 1st
13. Revision to Final Financial Report for State – Due annually on August 15th

III. CONTRACTOR CURRICULUM AND CLASSROOM REQUIREMENTS

Contractor agrees to comply with the Head Start Performance Standards requirements for developmentally appropriate curriculum. (45 C.F.R. §1304.20, et seq.)

Contractor shall perform all of the following and ensure the items are documented in COPA:

- A. Receive approval for use of curriculum from PSD.
- B. Ensure that each child is screened within forty-five days of enrollment, completing the acuscreen, the PSD speech screen, DRDP-PS, and the ASQ S/E. Results of screens indicating areas of concern should be referred to appropriate professionals for further observation and possible evaluation.
- C. Ensure that individual goals for each child are developed by both the teacher and parent and are properly documented per Head Start Performance Standards.
- D. Document and record on-going observations of children's strengths, concerns, interests, and progress, per State and/or Federal requirements.
- E. Be responsible for Weekly Lesson Plans. Lesson Plans should be developed based on observations of children's interests, their goals, and parent input to the curriculum. The current Weekly Lesson Plan form, as well as the separate Small Group Planning Sheet, should be posted in the classroom on Monday morning of each week. Plan should include both indoor and outdoor activities.
- F. Ensure that a minimum of four individual parent conferences are completed for each child per program year. At least two of those conferences should be in the form of a home visit; the other two may be set up as parent conferences at the school site. Each contract should be documented on a Home Visit/Parent Conference form. Suggested timelines are September, December, March, and May.

- G. Provide educational field trips. Field trips should be planned regularly to support and extend classroom learning.
- H. Be responsible for completing the KTPS on each child who is scheduled to attend kindergarten the following year. The KTPS is completed twice: the first one is done in December, and the second one is done in April or May.
- I. Be responsible for arranging the classrooms into distinct learning areas with adequate amounts and variety of material and equipment for the number of children. Materials should be stored in labeled containers on shelves that are accessible to children. Classrooms should be free of clutter and obstructions, and should be kept clean, neat, and orderly.

Contractor shall maintain licensing requirements regarding square footage per child. There must be at least 35 square feet of space per child inside the facility, and 75 square feet per child outside on the playground.

- J. Provide a "soft and cozy quiet area" in every classroom for the children. This "soft and cozy quiet area" can be accomplished with the use of small area rugs, pillows, stuffed animals, the use of fabric on the walls, curtains, plants, etc.
- K. Establish and follow a consistent daily routine.
- L. Maintain adult-child ratio of one (1) teacher/aide per eight children for Head Start.

IV. CONTRACTOR FOOD SERVICE RESPONSIBILITIES

Contractor agrees to:

- A. Participate in the CACFP program as required by Head Start Performance Standards.
- B. Provide and deliver breakfast, lunch and snacks to Head Start/ State Preschool site locations within the County of San Bernardino as listed in Section I, Paragraph GG as follows:

Meals shall comply with Child and Adult Care Food Program (CACFP) requirements for student's nutritional needs set by the USDA and the Head Start Program Performance Standards (45 C.F.R. §1304.23, subd. (b) 1-2, and (c) 1-4, and Attachment A). Morning classes require breakfast and lunch, afternoon classes require lunch and snack, and full day classes require all three meals. All meals will be served family style. Meal components shall consist of:

1. Breakfast – ¾ cup of 1% milk, ½ cup vegetable or fruit, and a bread or bread/alternate.
 2. Lunch – ¾ cup of 1% milk, 1 1/2 oz. edible portion of meat/meat alternate, 1/2 slice bread or bread/alternate, 1/2 cup total fruit and vegetable.
 3. Snack – shall consist of two of the following components: ½ cup of 1% milk, ½ cup vegetable, fruit or full strength juice and a meat/meat alternate.
- C. Provide food that is low in fat, salt, and sugar, and is culturally diverse.
 - D. Ensure the temperature and quality of all meals, up to and including the time of delivery, meet the requirements of federal, state, and local sanitation laws.

- E. On a yearly basis, provide a nutritional analysis of a month's menu to the PSD Administrative Office to ensure that meals are meeting children's/infants' and toddlers' daily nutritional needs.
- F. Meet with small committees of parents of children/infants and toddlers enrolled in the Program in order to solicit input on menu planning.
- G. Obtain medical statements for children who have food allergies/religious preference for meals.
If Contractor does not have its own dietitian, medical statements must be provided to PSD.
- H. Provide food substitutions for children/infants and toddlers with physician-documented allergies, e.g., juice for milk, chicken or beef for pork, etc.
- I. Provide invoice slips/records for each meal with the site name and total amount of meals served, etc., if participating in the PSD CACFP program.
- J. Adjust meal quantities to accommodate enrollment fluctuations.
- K. Provide the PSD Administrative Office copies of food specifications for any commercially prepared items and standardized recipes for food cooked from scratch.
- L. Supply all necessary service-ware, e.g., serving bowls, spoons, forks, cups, etc., and equipment needed to provide the food service requested in this contract.
- M. Provide copies of the monthly menu to the PSD Administrative Office two weeks prior to the beginning of the month, and provide sufficient copies of the menu for each family.
- N. Implement a cooking experience once a month. The cooking experience shall be developmentally appropriate where the child is an active participant and benefits from a hands-on interaction with food.
- O. Conduct a non-profit food service operation and use income accrued to its food service operations only for program purposes.
- P. Maintain storage, preparation, and service areas of food within proper sanitation and health standards in conformity with applicable state and local laws and regulations.
- Q. Accept cash in lieu of commodities in the amount established for the fiscal year in accordance with regulations. Total payment to an institution including cash for commodities shall not exceed total program costs less cash income to the program.
- R. Ensure that chairs, tables, and eating utensils will be suitable for the size and developmental level of the children/infants and toddlers.

V. **CONTRACTOR PROGRAM ADMINISTRATION RESPONSIBILITIES**

- A. Self-Assessment – Contractor agrees to cooperate with PSD's annual program self-assessment which at a minimum will cover all items specified in 45 C.F.R. §1304.51(i)(1). Contractor further agrees that they will identify an assessment representative who will attend training sessions provided by PSD, and participate in the self-assessment review completed by PSD. The most current version of the Federal Review protocol, in conjunction with the Early Childhood Environment Rating Scale, includes the recommended assessment instruments. Once a Contractor is provided with a written copy of the results of this assessment, any necessary corrective action shall be

completed and submitted to the County within 45 calendar days of receipt of the assessment report.

- B. Ongoing Monitoring – Contractor shall allow the County to conduct ongoing monitoring of their program to ensure that all applicable Head Start administrative and program Performance Standards are met. Contractor will utilize the County’s system of ongoing monitoring as defined in the County’s Service Area Plans and Policies and Procedures. Contractor will provide the County with a corrective action plan on all non-compliance issues within 10 business days of notification of non-compliance.
- C. Community Assessment – Contractor will participate in the planning and design of the Community Assessment. Contractor will provide on a timely basis such information as requested by the County and referenced in 45 C.F.R. §1305.3(c) regarding the Contractor’s assigned service/recruitment area(s) as well as data on community and family characteristics.
- D. Program Information Report (PIR) – Contractor is responsible for collecting child outcomes and Head Start PIR data. Contractor must submit the Head Start PIR to the County at least thirty (30) days prior to the submission to ACF. County will review all necessary PIR information for accuracy and will officially transmit the document to ACF.
- E. Transportation Monitoring – If the Contractor is providing transportation, Contractor shall monitor transportation vendors at least annually and provide a copy to the County within 10 business days of completion of the monitoring.
- F. COPA – Contractor agrees to use County automated record keeping and tracking system (COPA). Information must be entered daily into COPA.
- G. Community Care Licensing Reports – Contractor agrees to immediately (within 24 hours) notify the County of any unusual incident reported to Community Care Licensing and submit a copy of the written report to the County within 3 business days.
- H. Training and Technical Assistance (T&TA) – As stated in 45 C.F.R. §1304.52, subdivisions (k) (1), (2), (3), and (4), the County and Contractor must provide training for all Head Start staff. T&TA shall be available to the Contractor and shall be provided by the County to enhance program quality. Contractor agrees to have appropriate staff attend any training provided by the County for items that are mandated by either the Head Start or CDE regulations. Contractor agrees that they will provide trainings on the regulations mandated by Head Start and/or CDE to staff who are unable to attend the training conducted by PSD.
- I. Compensation of Head Start Staff – Per ACF Program Instruction (PI) ACF-PI-HS-08-03, no individual shall be paid with Head Start funds if their salary, precluding compensation for health, medical, life insurance, disability, retirement, or any other welfare or pension benefit, exceeds \$179,000 per year.
- J. Pre-Employment Procedures – Before employing any staff member, the Contractor shall:
 - 1. Conduct an interview of such individual.
 - 2. Verify the personal and employment references provided by such individual.
 - 3. Obtain either of the following: (A) a state, tribal, or federal criminal record check covering all jurisdictions where the County provides Head Start services to children; (B) a state, tribal, or federal criminal record check as required by the law of the jurisdiction where the

County provides Head Start services; or (C) a criminal record check as otherwise required by federal law.

4. Ensure a pre-employment physical is conducted which includes a tuberculosis test.

K. Personnel Records – the Contractor shall maintain a personnel file on all employees that includes:

1. Pre-employment physical
2. Negative Tuberculosis (TB) test that is current
 - a. Must be completed within the last two years
 - b. Must be within 5 years for a chest X-ray
3. Fingerprint Clearance Verification/Fingerprint Exemption Verification
4. Criminal Record Statement LIC 508 (State of California – Health and Human Services Agency)
5. CPR/First Aid certification
6. Food Handler's Card
7. Teaching Credentials/Permits
8. College Transcripts
9. Standards of Employee Conduct
10. Current Work Performance Evaluation – must be completed annually
11. Professional Development Plan – must be completed annually

L. Teaching Staff Requirements:

1. Site supervisors must possess a Site Supervisor or Program Director permit.
2. All Teachers must possess an Associate degree in Early Childhood Development or a related field, or university-level credit/coursework equivalent to an Associate degree along with a Teacher's permit.
3. All Teacher Aides must possess a high school diploma or equivalent along with six (6) college semester (9 quarter) units of Early Childhood Education/Child Development. They must also possess an Associate Teacher's Permit by September 30, 2013.

M. Parent Advisory Committee – Every center and/or program option that is operated by the Contractor must have a Parent Committee that must be comprised of parents of all children currently enrolled at the center level for center-based programs or at the equivalent level for other program options. A minimum of seven (7) Parent Committee meetings shall be held during the program year.

N. The Contractor shall participate in monthly scheduled planning and communication meetings each program year. The Contractor will be informed of the scheduled meetings to take place either at the PSD Administration office or through a conference call.

O. The Contractor must ensure that appropriate internal controls are in effect to protect the assets of the Head Start and/or State Preschool program it operates. The following requirements are specifically identified as Contractor responsibilities and will be monitored by the County for compliance. The Contractor shall:

1. Resolve all independent audit/Single Audit and PSD/San Bernardino County Monitoring Review findings with the development and implementation of appropriate corrective action plan within 14 days of publication of the independent audit/Single Audit and monitoring reports.
2. Ensure that the Contractor employs, or obtains the services of, a qualified fiscal officer and maintains a system of financial checks and balances.
3. The Contractor shall utilize a cost allocation that has received prior approval from the County and that is based on actual staffing patterns, program usage, or other appropriate methodology.
4. Ensure that Contractor's policies and procedures are kept up to date in a binder that is accessible to all staff, and ensure staff is trained on any new Policies and Procedures implemented by Contractor.

Contractor shall use PSD Policies and Procedures for any areas that they may not have a specific policy.

VI. CONTRACTOR GENERAL RESPONSIBILITIES

- A. In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino. Contractor certifies that neither it nor its principals is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Order 12549 and implemented as 45 Code of Federal Regulations part 76.
- B. Without the prior written consent of the Assistant Executive Officer for Human Services, this Contract is not assignable by Contractor either in whole or in part.
- C. Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer of the County or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
- D. If during the course of the administration of this Contract, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

- E. Contractor agrees not to enter into any subcontracts for work contemplated under this Contract without first obtaining written approval from the Assistant Executive Officer for Human Services. Any subcontractor shall be subject to the same provisions as Contractor. Contractor shall be fully responsible for the performance of any subcontractor.
- F. Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. Said records shall be kept and maintained within the County of San Bernardino. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.
- Records, should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars that state the administrative requirements, cost principles and other standards for accountancy.
- All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.
- G. Contractor shall notify County in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify County of changes in telephone or fax numbers.
- H. Contractor shall notify County of any continuing vacancies and any positions that become vacant during the term of this Contract that will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Contractor shall apprise County of the steps being taken to provide the services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to County on each periodically required report for the duration of said vacancies and/or problems.
- I. Contractor shall designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify the County when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to County inquiries within two (2) County business days.
- J. Contractor shall provide a system, approved by the County, through which recipients of service shall have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and posted in clear view of all recipients.
- K. Contractor shall notify the County of all upcoming meetings of the Board of Directors or other governing party and shall keep the County apprised of any and all actions taken by its Board of Directors which may impact on the Contract. All Board of Directors' minutes shall be submitted to the County with the monthly report submitted in the month following approval of the minutes. Further, a County representative shall have the option of attending Board meetings during the term of this Contract.
- L. Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

M. Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:

1. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
2. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency.
3. Provision for or arrangement of training in child abuse reporting laws (Penal Code section 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.
4. Contractor shall ensure that any written report of known or suspected instances of child abuse or neglect and/or any unusual incident reports submitted to Community Care Licensing are submitted within five business days of filing the report to:

County of San Bernardino
Preschool Services Department
Attn: Licensing Analyst
662 South Tippecanoe Ave.
San Bernardino, CA 92415-0630

N. Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code section 11105.3 prior to providing any services. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California, which requires a DOJ clearance, is sufficient proof. The County must be immediately notified of any records showing a conviction. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.

O. Contractor shall notify the County of any staff member, paid intern or volunteer who is knowingly or negligently employed who has been convicted of any crime of violence or of any sexual crime. Contractor shall investigate all incidents where an applicant, employee, intern or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify the County. In the County's discretion, the County may instruct Contractor to take action to either deny/terminate employment or terminate internship and/or volunteer services where the investigation shows that the underlying conduct renders the person unsuitable for employment, internship, or volunteer services.

Contractor shall immediately notify the County concerning the arrest and/or conviction, for other than minor traffic offenses, of any paid employee, agent, consultant, intern, or volunteer staff, when such information becomes known to Contractor.

P. Contractor shall make every reasonable effort to prevent employees, consultants or members of its governing bodies from using their positions for purposes that are or give the appearance of being

motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties. In the event County determines a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, agents, or employees have family, business or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicants and such persons have successfully competed for employment with other applicants on a merit basis. No member of the Contractor's governing board or any of their family members may be employed by the County or Contractor (42 U.S.C. §9837(c)(1)(C)(iii)).

- Q. Contractor agrees to and shall comply with the following indemnification and insurance requirements:
1. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
 2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
 3. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.
 4. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
 5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.
 6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall

maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.
8. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.
10. Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County’s risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

11. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- a. Workers’ Compensation/Employers Liability – A program of Workers’ Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer’s Liability with \$250,000 limits covering all persons including

volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- 1) Premises operations and mobile equipment.
- 2) Products and completed operations.
- 3) Broad form property damage (including completed operations).
- 4) Explosion, collapse and underground hazards.
- 5) Personal injury
- 6) Contractual liability.
- 7) \$2,000,000 general aggregate limit.

- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

- R. Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all licenses and pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this section may result in immediate termination of this Contract.
- S. Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where services are provided under the terms of this Contract.
- T. Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program and Civil Rights Compliance requirements:
 - 1. Equal Employment Opportunity Program: The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and all rules and regulations adopted pursuant thereto: Executive Orders 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250; Title VII of the Civil Rights Act of 1964; Division 21 of the California Department of Social Services Manual of Policies and Procedures; California Welfare and Institutions Code section 10000), the California Fair Employment and Housing Act; and other applicable federal, state, and county laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, gender, marital status, sexual orientation, age, political affiliation or disability. Information on the above rules and regulations may be obtained from the County Human Services Contracts Unit.
 - 2. Civil Rights Compliance: The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the County Human Services Contracts Unit within 30 days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the County shall supply a sample of the Plan format. The Contractor shall be monitored by the County for compliance with provisions of its Civil Rights Plan.
- U. Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- V. Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations title 20, section 1401 et seq.).
- W. If the amount available to Contractor under this Contract, as specified in Section VIII, Paragraph A, exceeds \$100,000, Contractor agrees to comply with the Clean Air Act (42 U.S.C. Section 7606),

section 508 of the Clean Water Act (33 U.S.C. section 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 C.F.R. section 1.1 et seq.).

- X. Contractor shall use recycled and recyclable products, whenever practicable, in fulfilling the terms of this Contract. Recycled printed products shall include a symbol identifying the recycled material.
- Y. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each Party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.
- Z. Contractor shall register with 2-1-1 San Bernardino County Inland Empire United Way within 30 days of contract effective date and follow necessary procedures to be included in the 2-1-1 database. The contractor shall notify the 2-1-1 San Bernardino County Inland Empire United Way of any changes in program services, location or contact information within ten (10) days of any change. Services performed as a result of being included in the 2-1-1 database, are separate and apart from the services being performed under this Contract and payment for such services will not be the responsibility of the County.
- AA. Contractor agrees that any news releases, advertisements, public announcements or photographs arising out of the Agreement or Vendor's relationship with County shall not be made or used without prior written approval of the Preschool Services Department Director or their designee.
- BB. All activities authorized by this Agreement shall be performed in accordance with Section II, Paragraphs A and B, and relevant DHHS directives or other directives as stipulated by the County. Failure to comply with any of the above may result in termination of this Agreement or other remedies available to the County of San Bernardino.
- CC. If Contractor is a nonprofit organization, proof of current nonprofit status must be submitted to the County concurrent with Contractor's execution of this Agreement. Any change in such status shall be submitted by Contractor to the County on or before the date the change is effective.
- DD. Contractor shall not engage in any inherently religious activities, such as worship or religious instruction, as part of or while carrying out the funded programs or services. (45 C.F.R. sec 87.1(s) and 5 Cal. Code Regs., tit. 5, sec. 18017).
- EE. Contractor will comply with the County's ongoing monitoring of the Contractor in accordance with the PSD Monitoring Procedures. The County shall perform ongoing monitoring of the Contractor as required in 45 C.F.R. parts 92.40 and 1304.51(i)(2). If ongoing monitoring results in a designation of "deficiency" of the Contractor, the Contractor may be subject to termination of this Contract, defunding, or any other remedy available to the County.
- FF. Contractor may request technical assistance from the County to develop appropriate corrective plans for non-compliance items identified during the assessment process.
- GG. Use of Head Start or state funds to influence legislation or appropriations is prohibited. No part of any funds under this agreement shall be used to pay the salary or expenses of any contractor, or agent acting for the Contractor or the Contractor's Governing Board, staff or other representative to engage in any activity designed to influence legislation or appropriation pending before the Congress, or for the election of, or defeat of, any governmental official or candidate at any local, county, state or federal level.

VII. COUNTY RESPONSIBILITIES

The County shall:

- A. Oversee, monitor, and provide guidance to the Contractor in performance of duties under this agreement.
- B. Compensate Contractor per the provisions outlined in Section VIII of this contract.
- C. Monitor and evaluate contract performance on an on-going basis by scheduling periodic meetings with Contractor to discuss performance, problem areas, procedures, and recommended changes, and, when required, define specific action(s) to be taken by the Contractor.
- D. Provide a County Human Services staff member who will act as a liaison between the County and Contractor.
- E. In accordance with the approved grants, provide to the Contractor such supportive services as needed, to include the following:
 1. Disability Services
 2. Eligibility Services
 3. Health Services: Medical, Dental, Mental, and Nutrition
 4. Social Services
 5. Training and Technical Assistance – Pre-service/In-service/Workshops

VIII. FISCAL PROVISIONS MANAGEMENT

- A. The maximum amount of reimbursement under this Contract shall not exceed \$1,309,920, of which \$934,524 may be federally funded, and shall be subject to availability of funds to the County. Of this amount, \$4,320 is for one-time costs to replace flooring at one of the sites. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's approved and allowable services and expenses incurred in the performance hereof, including travel and per diem.
- B. The Contractor will contribute \$234,711 to the program funds. Such contributions, known as Non-Federal Share, shall be in cash or donated supplies and services, reduced rates for supplies and expenses, and/or volunteer services received in the amount of \$234,711, per Attachment B.
- C. Contractor must meet the standards for a sound financial management system as set forth in 45 C.F.R. parts 74.1 et seq., 92.1 et seq., 1301.10 through 1301.21, 1304.23(b)(1)(i), 1304.50(f), and (g)(2), 1304.52(d)(8), and 1305.9, and other applicable federal and state regulations.
- D. Financial Reporting System – Accurate, current, and complete disclosure of the results of the Head Start program shall be made in accordance with the provisions of Section 45 C.F.R. §1304.51, subds. (h)(1) and (2). Financial reporting shall comply with commercial auditing standards for Head Start funded programs and shall be maintained in such a manner as will minimize audit exceptions.

- E. In support of the financial management system, Contractor shall have written accounting procedures, which follow federal and state regulations and provide for consistent reporting of financial transactions.
- F. Contractor is expected to use the funds for the purpose stated in the grant award. Guidance on allowable and non-allowable costs is outlined in 2 C.F.R. §230.5, et seq. (formerly OMB Circular A-122).
- G. The County agrees to reimburse the Contractor for authorized expenditures as detailed in the Budget (Attachment B). The Contractor shall submit a claim for payment for the reporting month no later than the fifteenth (15th) calendar day of each month following the month of service. The claim for payment must be in a format acceptable to the County and sufficiently support payment under the County's accounting procedures established or approved by the County's Controller. If the Contractor is deficient, either by failing to provide a claim for payment in a timely manner or failing to provide an accurate claim for payments, such deficiency may result in the nonpayment of funds and/or termination of the contract. Within thirty (30) days, the County shall approve or disapprove payment of the claims. In no event will the Contractor receive reimbursement exceeding the amount stated in Paragraph A of this Section, except if it has received prior written authorization from the County, which shall be incorporated into and attached to this agreement.
- H. Contractor shall provide invoices for food services once a month to PSD Finance Department no later than the fifteenth (15th) calendar day of each month for the previous month's activities. Invoices shall include and be based upon the actual number of meals delivered at the negotiated rate per meal. If the Contractor is deficient, either by failing to provide food invoices in a timely manner or failing to provide accurate food invoices, such deficiency may result in the nonpayment of funds and/or termination of the contract.
- I. Contractor shall maintain record control over all non-expendable property purchased, including all office machinery and office furniture, regardless of value. Record control means: (1) Written records furnishing item description, serial and/or model number, source of the property, who holds title to the property, acquisition cost, the location, use and condition of the property, and document number and date; (2) all pieces of property shall be tagged for purpose of identification; (3) an inventory of property shall be submitted to the County once every two years; (4) disposal, loss or destruction of property shall be properly documented and include the date of disposal or the sales price of the property. Copies of such documentation shall be furnished to the County within thirty (30) days following any occurrence referred to in (4). Non-expendable property is any article having a service life in excess of one (1) year and which cannot be correctly described as either materials or supplies. Title to this property, whether purchased or donated as non-federal share contribution, shall be determined in accordance with ACF and State Preschool guidelines. Any purchase in excess of five thousand dollars (\$5,000) not approved in the original budget must be approved in writing by the County. County will secure any advance prior approvals of equipment of \$7,500 or more with State funds or \$25,000 or more with Federal funds. These amounts are per item, including taxes, shipping, and installation.
- J. Contractor shall establish, implement, and maintain a property management system that meets the requirements of 45 C.F.R. §74.30-37. Disposition or transfer of property purchased with Head Start funds shall be determined by the County when such equipment is no longer needed for Head Start purposes or a program supported by other federal grants or activities not federally assisted that have purposes similar to Head Start. Such determination shall be in accordance with the provisions of 45 C.F.R. §74.34 and must be approved by the County.
- K. Contractor must take a physical inventory at least once every two (2) years. In addition to the asset listing, the inventory report must include: (1) the date of the physical inventory; and, (2) the name

and signatures of employees who performed the inventory. This report shall be maintained by Contractor and used to confirm Contractor's physical asset listing.

- L. Contractor shall keep full and accurate records of its food service operation to serve as a basis for claim for reimbursement, and for audit and review purposes. The records to be kept must include the following:
 - 1. Daily attendance records
 - 2. Daily meal count, by types of meals served for both children and adults
 - 3. Menu planning worksheet, including specific type and amount of food used
 - 4. Monthly inventory records to determine cost of food
 - 5. Program expenditures supported by invoices, receipts, or other proof of expenditures for food and labor
- M. Reimbursement may be reduced or withheld in the event that Contractor fails to comply with the provisions of this contract or does not perform in accordance with the terms of this Contract.
- N. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- O. Contractor must contact the PSD Fiscal representative for any questions regarding payments. Contractor shall at no time contact the Auditor-Controller/Treasurer/Tax Collector directly regarding payments.
- P. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- Q. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- R. County is not liable for the payment of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless County would otherwise be liable for the payment of such taxes in the course of its normal business operations.
- S. Upon written demonstration of need by Contractor and at the option of County, funds may be advanced to Contractor by County upon approval of the Assistant Executive Officer for Human Services. Any such advance will cause the amounts payable to Contractor in subsequent months to be reduced to the amount determined by dividing the balance left by the number of months remaining in the Contract term. No advance will increase the amount shown in Paragraph A of this Section. Requests for payments shall only be for actual costs incurred. Payments will not be made for requests that are based upon an average monthly cost.

- T. The Contractor shall request a budget amendment, in writing, submitted to the Director of PSD, with necessary administrative approval (through a Governing Board if applicable), in advance of expenditures: 1) when aggregate expenditures are expected to exceed an approved budgeted line item by more than ten (10%) percent or \$5,000 whichever is less; or 2) to add a new budget line item. No budget revision may result in an increase of the maximum dollar amount stated in Paragraph A, of this Section. The written request must specify the changes requested, by line item and amount, and must include written justification sufficient for either the State or Federal government to determine if the request is allowable, necessary and reasonable from the documentation submitted to them by the County. Prior to implementation of a budget revision, the County shall approve (or deny) the budget revision request. The County has the authority to approve line item budget changes to the budget herein, as long as these changes do not exceed the total contract amount. County shall notify the Contractor in writing of the status of the budget revision request within fourteen (14) calendar days of receipt of the Contractor's written request. The County reserves the right to deny the Contractor's invoice for expenditures in excess of the approved budgeted line item amount. Should the Contractor's request require either State or Federal government approval, County will notify the Contractor of the funding source's approval or disapproval. Contractor may not take any action on the request without prior written approval from the County. Any action taken by the Contractor prior to receipt of County approval may be grounds for disallowance.

IX. RIGHT TO MONITOR AND AUDIT

- A. County shall have the absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. The Contractor shall permit planned and unplanned site visits by County, state and federal Head Start representatives.
- B. County or any subdivision or appointee thereof or contracted independent reviewer, the State of California or any subdivision or appointee thereof, including the Auditor General, and the Federal government or any of its Departments or Agencies or designees, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted.
- C. Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
- D. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by county, federal and state representatives for a period of three years after final payment under the Contract or until all pending county, state, and federal audits, litigation, claims, negotiations or other actions involving the records has been completed or the action and resolution of all issues which arise from it are completed, whichever is later (45 C.F.R. sec.92.42). Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and be deducted from the following month's claim for reimbursement.
- E. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

- F. Upon County request, Contractor shall hire a licensed Certified Public Accountant, approved by the County, who shall prepare and file with County, within 60 days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.
- G. Pursuant to OMB Circular A-133, Contractors expending \$500,000 or more in federal funds within the Contractor's fiscal year must have a single audit or program-specific audit performed. A copy of the audit performed in accordance with OMB Circular A-133 shall be submitted to the County within thirty (30) days of completion, but no later than nine months following the end of the Contractor's fiscal year.
- H. The following closely related programs identified by the Catalog of Federal Domestic Assistance (CFDA) number are to be considered as an "Other cluster" for purposes of determining major programs or whether a program specific audit may be elected. The Contractor shall communicate this information to the independent auditor conducting the organization's single audit.

US Department of Health and Human Services:
93.600 Head Start

US Department of Agriculture:
10.558 Child and Adult Care Food Program

X. CORRECTION OF PERFORMANCE DEFICIENCIES

- A. Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- B. Contractor must demonstrate compliance with the federal and state requirements such that no deficiency exists in its program. An area or areas of performance in which a Contractor is not in compliance with state or federal requirements, including but not limited to, the Head Start Act or one or more of the regulations under title 45 C.F.R. parts 1301 through 1310 of the Performance Standards, describe non-compliance conditions that may result in a "deficiency designation" and include:
 - 1. A threat to the health, safety or civil rights of children or staff, including a lapse in supervision of any child;
 - 2. A denial to parents of the exercise of their full roles and responsibilities related to program governance;
 - 3. A failure to substantially perform the Head Start requirements related to Early Childhood Development and Health Services, Family and Community Partnerships, or Program Design and Management; or
 - 4. The misuses of Head Start grant funds;
 - 5. The loss of legal status or financial viability, as defined in 45 C.F.R. §1302.1, et seq. of the Performance Standards, loss of permits, debarment from receiving federal grants or contracts or the improper use of federal funds; or
 - 6. Any other violation of federal or state requirements including, but not limited to, the Head Start Act or one or more of the regulations under title 45 C.F.R. parts 1301.1 through

1310.23, and the CDE regulations of which the Contractor has shown an unwillingness or inability to correct within the period specified by the County.

- C. In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
1. In the event of a deficiency:
 - a. Notify the Contractor of any non-compliance or deficiency;
 - b. Provide a reasonable period of time to correct the non-compliance or deficiency and/or;
 - c. Provide reasonable training and assistance in order to assist the Contractor in correcting the deficiency.
 2. In the event the Contractor fails to correct the deficiency:
 - a. Initiate procedures to terminate the designation of Contractor and/or;
 - b. Conduct monitoring visits to Contractor until all deficiencies are corrected or a decision is made to defund the Contractor.
 - c. Contractor will be notified in writing if the County proceeds with the termination of the designation of Contractor. Such notification will include an explanation for the decision. Contractor will have the right to appeal, in writing, the decision to the County within ten working days after receipt of the notice. The County will have 20 days to review the written appeal and issue a decision. If the County sustains its earlier termination, Contractor may appeal, in writing, to the responsible Health and Human Services official.

In the event of termination of the designation of Contractor, the County will be relieved of the payment of any consideration under this Contract to Contractor. Additionally, the County will proceed with the work provided under this Contract in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract, and the balance, if any, shall be paid by the Contractor upon demand.
 3. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "2" of this paragraph; and/or
 4. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.
- D. Contractor agrees that in the event of an administrative action for the violation of a licensing or operating regulation initiated by the state against a license held by the County and regarding a facility named in this Contract and operated by the Contractor, the County will retain complete control over the defense of said administrative action. The term "administrative action" includes but is not limited to an action seeking the revocation of the facility's license, the institution of a probationary license or the enforcement of a compliance plan.

Contractor agrees to fully comply with all requests of the County for information concerning the incident(s) giving rise to the administrative action in a timely manner. Additionally, Contractor acknowledges and agrees that the County retains sole authority to accept settlement terms offered by the state concerning the facility at issue. The County agrees to inform Contractor of the progress of any administrative action and will notify Contractor of the terms of any proposed settlement; however, the acceptance of a proposed settlement is not conditioned upon approval by Contractor and is within the sole discretion of the County. Should the County determine that it does not desire to defend the administrative action, upon submission of a written waiver, Contractor will have full power and authority to defend the administrative action on the facility's behalf.

XI. TERM

This Contract is effective as of July 1, 2011, and expires June 30, 2012, but may be terminated earlier in accordance with provisions of Section XII of the Contract. The Contract term may be extended for two additional years by mutual agreement of the parties.

XII. EARLY TERMINATION

- A. The County may terminate the Contract immediately under the provisions of Section X, Paragraph C, Item 4 of the Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to the Contractor thirty (30) days in advance of termination. The Assistant Executive Officer for Human Services is authorized to exercise the County's rights with respect to any termination of this Contract.
- B. Contractor shall only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination.

XIII. GENERAL PROVISIONS

- A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.

Contractor: Colton Joint Unified School District
1212 Valencia Drive
Colton, CA 92324-1798

County: County of San Bernardino
Human Services
Attn: Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515

- B. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.
- C. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

- D. The state and County shall have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation. The Federal Government (Department of Health and Human Services) reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use for Federal Government purposes, such software modification, and documentation. Proprietary software packages that are sold or leased to the general public are not subject to the ownership provisions.
- E. County shall have Power of Attorney to pay delinquent debts and unpaid wages for work provided under this Contract from accounts payable to Contractor in the event debts and wages have not been paid on a current basis.
- F. No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under the Contract shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- G. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this Contract. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto. This requirement does not include mandates or revisions to laws covering this Contract issued by the federal government or the State of California. Contractor is required to comply with said mandates and revisions upon becoming final.
- H. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the Contract shall not be affected.
- I. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.

XIV. CONCLUSION

- A. This Contract, consisting of 31 pages and Attachments A and B, is the full and complete document describing services to be rendered by Contractor to County including all covenants, conditions and benefits.
- B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
- C. **IN WITNESS WHEREOF**, the Board of Supervisors of the County of San Bernardino has caused this Contract to be subscribed to by the Clerk thereof, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officers, the day, month and year written.

COUNTY OF SAN BERNARDINO

▶ _____
 Josie Gonzales, Chair, Board of Supervisors

Dated _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Laura H. Welch
 Clerk of the Board of Supervisors
 of the County of San Bernardino.

By _____
Deputy

Colton Joint Unified School District
 (Print or type name of corporation, company, contractor, etc.)

By ▶ _____
 (Authorized signature - sign in blue ink)

Name Jaime R. Ayala
 (Print or type name of person signing contract)

Title Assistant Superintendent
 (Print or Type)

Dated _____

Address 1212 Valencia Drive
 Colton, CA 92324-1798

Approved as to Legal Form
 ▶ _____
 Kristina Robb, Deputy County Counsel
 Date _____

Reviewed by Contract Compliance
 ▶ _____
 Lory Klopfer, HS Contracts Unit
 Date _____

Presented to BOS for Signature
 ▶ _____
 Department Head
 Date _____

CHILD AND ADULT CARE FOOD PROGRAM

Meal Pattern for Older Children

Child and Adult Care Food Program meal requirements for children ages one through twelve.

Breakfast

Milk

Type	Ages 1 to 2 years	Ages 3 to 5 years	Ages 6 to 12 years
Fluid Milk	1/2 cup	3/4 cup	1 cup

Vegetables, Fruit

Type	Ages 1 to 2 years	Ages 3 to 5 years	Ages 6 to 12 years
Vegetable, Fruit, or Full-Strength (100%) Juice	1/4 cup	1/2 cup	1/2 cup

Grains/Breads (whole grain or enriched)

Type	Ages 1 to 2 years	Ages 3 to 5 years	Ages 6 to 12 years
Bread	1/2 slice	1/2 slice	1 slice
OR Rolls, Muffins, etc.	1/2 serving	1/2 serving	1 serving
OR Cold Dry Cereal (volume or weight, whichever is less)	1/4 cup or 1/3 oz.	1/3 cup or 1/2 oz.	3/4 cup or 1 oz.
OR Cooked Cereal, Pasta, Noodle Products, or Cereal Grains	1/4 cup	1/4 cup	1/2 cup

Lunch or Supper

Milk

Type	Ages 1 to 2 years	Ages 3 to 5 years	Ages 6 to 12 years
Fluid Milk	1/2 cup	3/4 cup	1 cup

Vegetables, Fruits

Type	Ages 1 to 2 years	Ages 3 to 5 years	Ages 6 to 12 years
Vegetable and/or Fruit (two or more kinds)	1/4 cup total	1/2 cup total	3/4 cup total

Grains/Breads (whole grain or enriched)

Type	Ages 1 to 2 years	Ages 3 to 5 years	Ages 6 to 12 years
Bread	1/2 slice	1/2 slice	1 slice
OR Rolls, Muffins, etc	1/2 serving	1/2 serving	1 serving
OR Cooked Cereal, Pasta, Noodle Products, or Cereal Grains	1/4 cup	1/4 cup	1/2 cup

Meat/Meat Alternatives

Type	Ages 1 to 2 years	Ages 3 to 5 years	Ages 6 to 12 years
Lean Meat, Fish, or Poultry (edible portion as served)	1 oz.	1.5 oz.	2 oz.
OR Cheese (natural or processed)	1 oz.	1.5 oz.	2 oz.
OR Cottage Cheese, Cheese Food/Cheese Spread Substitute	1/4 cup or 2 oz.	3/8 cup or 3 oz.	1/2 cup or 4 oz.
OR Egg (large)	1/2 egg	3/4 egg	1 egg
OR Cooked Dried Beans or Dried Peas ₁	1/4 cup	3/8 cup	1/2 cup
OR Peanut Butter, Reduced-Fat Peanut Butter, Soy Nut Butter, or Other Nut or Seed Butters	2 Tbsp.	3 Tbsp.	4 Tbsp.
OR Peanuts, Soy Nuts, Tree Nuts, Roasted Peas, or Seeds ₂	1/2 oz. ²	3/4 oz. ²	1 oz. ²
OR yogurt (plain or flavored, unsweetened or sweetened)	1/2 cup	3/4 cup	1 cup
OR An Equivalent Quantity of Any Combination of the Above Meat/Meat Alternatives	N/A	N/A	N/A

A.M. or P.M. Supplement

(select 2 of these 4 components)³

Milk

Type	Ages 1 to 2 years	Ages 3 to 5 years	Ages 6 to 12 years
Fluid Milk	1/2 cup	1/2 cup	1 cup

Vegetables, Fruits

Type	Ages 1 to 2 years	Ages 3 to 5 years	Ages 6 to 12 years
Vegetable, Fruit, or Full-Strength (100%) Juice	1/2 cup	1/2 cup	3/4 cup

Grains/Breads (whole grain or enriched)

Type	Ages 1 to 2 years	Ages 3 to 5 years	Ages 6 to 12 years
Bread	1/2 slice	1/2 slice	1 slice
OR Rolls, Muffins, etc.	1/2 serving	1/2 serving	1 serving
OR Cold Dry Cereal (volume or weight, whichever is less)	1/4 cup or 1/3 oz.	1/3 cup or 1/2 oz.	3/4 cup or 1 oz.
OR Cooked Cereal, Pasta, Noodle Products, or Cereal Grains.	1/4 cup	1/4 cup	1/2 cup

Meat/Meat Alternatives

Type	Ages 1 to 2 years	Ages 3 to 5 years	Ages 6 to 12 years
Lean Meat, Fish, or Poultry (edible portion as served)	1/2 oz.	1/2 oz.	1 oz.
OR Cheese (natural or processed)	1/2 oz.	1/2 oz.	1 oz.
OR Cottage Cheese, Cheese Food/Cheese Spread Substitute	1/8 cup or 1 oz.	1/8 cup or 1 oz.	1/4 cup or 2 oz.
OR Egg (large)	1/2 egg	1/2 egg	1/2 egg
OR Yogurt (plain or flavored, unsweetened or sweetened ⁴)	1/4 cup	1/4 cup	1/2 cup
OR Cooked Dried Beans or Dried Peas ¹	1/8 cup	1/8 cup	1/4 cup
OR Peanut Butter, Reduced-Fat Peanut Butter, Soy Nut Butter, or Other Nut or Seed Butters	1 Tbsp.	1 Tbsp.	2 Tbsp.
OR Peanuts, Soy Nuts, Tree Nuts, Roasted Peas, or Seeds	1/2 oz.	1/2 oz.	1 oz.
OR An Equivalent Quantity of Any Combination of the Above Meat/Meat Alternatives	N/A	N/A	N/A

¹ Dried beans or dried peas may be used as a meat alternate or as a vegetable component; but *cannot* be counted as both components in the same meal.

² No more than 50 percent of the requirement shall be met with nuts or seeds. Nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement. To determine combinations, 1 oz. of nuts or seeds is equal to 1 oz. of cooked lean meat, poultry, or fish. Roasted peas can count as a meat alternate or vegetable component, but cannot be counted as both in the same meal.

³ Juice *cannot* be served when milk is served as the only other component.

⁴ If yogurt is used as the meat component in supplements, milk *cannot* be used to satisfy the second component requirement. Commercially added fruit or nuts in flavored yogurt *cannot* be used to satisfy the second component requirement in supplements.

Infant Meal Pattern

United States Department of Agriculture requirements (for all Child Nutrition Programs*) for serving reimbursable meals to infants.

Meal	Birth to 3 months	Ages 4 to 7 months	Ages 8 to 11 months
Breakfast	4 to 6 fl oz. breast milk ^{1,2,3} or formula ^{1,4}	4 to 8 fl oz. breast milk ^{1,2,3} or formula ^{1,4} 0 to 3 Tbsp. infant cereal ^{4,5}	6 to 8 fl oz. breast milk ^{1,2,3} or formula ^{1,4} 2 to 4 Tbsp. infant cereal ⁴ 1 to 4 Tbsp. fruit and/or vegetable
Lunch or Supper	4 to 6 fl oz. breast milk ^{1,2,3} or formula ^{1,4}	4 to 8 fl oz. breast milk ^{1,2,3} or formula ^{1,4} 0 to 3 Tbsp. infant cereal ^{4,5} 0 to 3 Tbsp. fruit and/or vegetable ⁵	6 to 8 fl oz. breast milk ^{1,2,3} or formula ^{1,4} 2 to 4 Tbsp. infant cereal ⁴ and/or 1 to 4 Tbsp. lean meat, fish, poultry, egg yolk, cooked dry beans or peas or 0.5 to 2 oz. cheese or 1 to 4 oz. (volume) cottage cheese or 1 to 4 oz. (weight) cheese food or cheese spread 1 to 4 Tbsp. fruit and/or vegetable
AM or PM snack	4 to 6 fl oz. breast milk ^{1,2,3} or formula ^{1,4}	4 to 6 fl oz. breast milk ^{1,2,3} or formula ^{1,4}	2 to 4 fl oz. breast milk ^{1,2,3} , formula ^{1,4} , or fruit juice ⁶ 0 to 1/2 slice of bread ^{5,7} or 0 to 2 crackers ^{5,7}

¹Breast milk or formula, or portions of both, may be served; however, it is recommended that breast milk be served in place of formula from birth through 11 months.

²For some breastfed infants who regularly consume less than the minimum amount of breast milk per feeding, a serving of less than the minimum amount of breast milk may be offered, with additional breast milk offered if the infant is still hungry.

³Only the infant's mother can provide breast milk.

⁴Infant formula and dry infant cereal must be iron fortified.

⁵A serving of this component is required only when the infant is developmentally ready to accept it.

⁶Fruit juice must be full strength (100% juice) and offered from a cup, not a bottle, to prevent tooth decay.

⁷Must be made from whole grain or enriched meal or flour.

*Child and Adult Care Food Program

Child Care Center and Day Care Home Sponsors may claim reimbursement for up to two meals and one snack or two snacks and one meal per infant per day.

Homeless Shelter Sponsors may claim reimbursement for up to three meals or two meals and one snack per infant per day.

BUDGET - ATTACHMENT B
Colton Joint Unified School District
FY 2011-12 Budget

(Funded Slots: 208 Federal Part-Day And 32 State Preschool Slots) (Total=240Children)

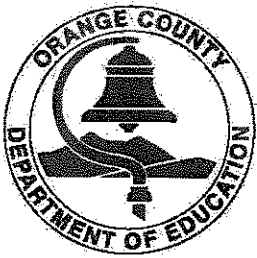
<u>GABI</u>	<u>Description</u>	<u>Federal Head Start Funds</u>	<u>State Preschool Funds</u>	<u>USDA Nutrition Funds</u>	<u>Total Budget FY 2011-12</u>
A.	Personnel				
A01	Program Managers & Content Area Experts	28,484	7,121		35,605
A02	Teachers/Infant Toddler Teachers	274,826	68,707		343,533
A05	Teacher Aides & Other Education Personnel	171,953	42,988		214,941
A06	Nutrition Services Personnel	7,194	1,492		8,686
A11	Other Family & Community Partnership Personnel	27,142	6,786		33,928
A16	Clerical personnel	14,405	3,602		18,007
A17	Fiscal Personnel	2,654	664		3,318
A19	Maintenance Personnel	37,787	9,447		47,234
	Total Personnel	564,445	140,807	-	705,252
B.	Fringe Benefits				
B01	Social Security(FICA), State Disability, Unemployment	28,828	7,207		36,035
B02	Health/Dental/Life insurance	161,697	40,424		202,121
B03	Retirement	54,107	13,527		67,634
B04	Other Fringe	-	-		-
	Total Fringe Benefits	244,632	61,158	-	305,790
E.	Supplies				
E01	Office Supplies	1,356	239	-	1,595
E02	Child and Family Service Supplies	3,000	182	-	3,182
E03	Food Services Supplies	850	150	-	1,000
E04	Other Supplies	2,400	186	-	2,586
	Total Supplies	7,606	757	-	8,363
H.	Other				
H02	Rent	16,829	2,970	-	19,799
H04	Utilities, Telephone	23,285	4,109	-	27,394
H06	Building Maintenance/Repair and Other Occupancy	5,058	185	-	5,243
H08	Local Travel	19,348	4,837	-	24,185
H09	Nutrition Services			-	-
H13	Parent Services	2,250	250	-	2,500
H15	Publication/Advertising/Printing	520	130	-	650
H16	Training or Staff Development	864	216	-	1,080
H17	Other	50,628	12,086	-	62,714
	Total Other	118,782	24,783	-	143,565
J.	Indirect Costs				
J01					
	Total Indirect	-	-	-	-
	Total Budget	935,465	227,505	-	1,162,970
	Food Program	-	-	146,950	146,950
	Grand Total Budget	935,465	227,505	146,950	1,309,920
	In-Kind Match Required	234,711	-	-	234,711

BOARD AGENDA

REGULAR MEETING
May 5, 2011

CONSENT ITEM

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** Approval of Agreement with the Orange County Superintendent of Schools, *Inside the Outdoors School Program* [#30238] (2010–11)
- GOAL:** Student Performance / Budget Planning / Safety & Attendance / Community Relations & Parent Involvement
- STRATEGIC PLAN:** Strategy #1 – Communication
Strategy #2 – Curriculum
- BACKGROUND:** Each year, Colton Joint Unified School District schools participate in the *Inside the Outdoors School Program* operated by the Orange County Superintendent of Schools. The program is fully aligned with the new California Science Standards as well as all other content area standards and operated by certificated staff 24 hours per day.
- As outlined in Exhibit A of the *Inside the Outdoors School Program* agreement, the District shall be billed and agrees to pay based on the number of students that actually participate, but no less than ninety percent (90%) of the number of students.
- The following schools will participate in the *Inside the Outdoors School Program*:
- Smith Elementary School
- The District is responsible for transportation to and from the event.
- BUDGET IMPLICATIONS:** General Fund Expenditure: Payment to be made according to the schedule in Exhibit A.
- RECOMMENDATION:** That the Board approve the agreement with the Orange County Superintendent of Schools, *Inside the Outdoors School Program* [#30238] (2010–11).



Date: April 15, 2011
To: Jaime R. Ayala, Assistant Superintendent
Colton-Joint Unified School District
From: Victoria Frutos, Project Accountant
Subject: Inside the Outdoors – Fiscal Year 2010 – 2011 SCHOOL Program

RECEIVED
CJUSD
BUSINESS OFFICE
2011 APR 20 AM 9:13

**ORANGE COUNTY
DEPARTMENT
OF EDUCATION**

200 KALMUS DRIVE
P.O. BOX 9050
COSTA MESA, CA
92628-9050

(714) 966-4000

FAX (714) 662-3570

www.ocde.us

Thank you for your registration with Inside the Outdoors. We are glad to have you join our Field and/or School Programs.

PROGRAM AGREEMENT. Enclosed for your signature are two (2) originals of the Agreement(s) which have been signed on behalf of the Orange County Superintendent of Schools. Retain one (1) original for your files and **return a fully executed Agreement to:**

Orange County Department of Education - Contracts Department
P. O. Box 9050
Costa Mesa, CA 92628-9050

The AGREEMENT must be fully executed and be on file in our office (14) business days prior to 5/27/2011 (reference Exhibit A). We encourage you to forward a copy of the Agreement to the participating school(s) for their files. Any Program additions or reschedules throughout the year will be sent to your office as an Addendum. Please continue to confirm the details with your school(s) and return the signed Addendums to the address above.

INSURANCE. Pursuant to the insurance clause of the Field Program Agreement, a Certificate of Insurance, including endorsements, must be received no less than (14) business days prior to the first date of attendance. A copy of the Insurance Requirements is enclosed.

ENROLLMENT. Please refer to Exhibit A for your school(s) participation and verify the dates and number of students. Revise your enrollment numbers as needed by contacting us at least (20) days before the Program(s) to avoid extra charges. Exhibit A must reflect any changes in the enrollment.

CANCELLATIONS. Cancellations require a written notice to Inside the Outdoors of a minimum of (20) business days prior to participation. If an equivalent replacement cannot be found for the open date, your District/School will be billed for ninety percent (90%) of your contracted enrollment. Refer to the cancellation section of your agreement.

SCHEDULE. In the event of rain or other inclement conditions, a decision will be made by the Inside the Outdoors staff by 6:30 A.M. the morning of the Field Program as to whether or not to reschedule your school(s) with no additional rescheduling fee charge. If weather is not a factor, rescheduling, at the request of the school, when possible, may require an additional \$75.00 fee. Your school(s) will be billed after the program.

TRANSPORTATION. The school is responsible for making transportation arrangements and paying for their buses, if necessary. For transportation grant details and applications, visit www.insidetheoutdoors.org.

If you should have any questions regarding the Agreement(s) or the Certificate of Insurance, please contact Victoria Frutos at (714) 966-4062, Fax: (714) 327-0691, or vfrutos@ocde.us.

WILLIAM M. HABERMENL
County Superintendent
of Schools

LYNN APRIL HARTLINE
Deputy Superintendent

JOHN L. NELSON
Associate Superintendent

**ORANGE COUNTY
BOARD OF EDUCATION**

JOHN W. BEDELL, PH.D.

DAVID L. BOYD

ELIZABETH PARKER

LONG PHAM, PH.D.

KEN L. WILLIAMS, D.O.

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AGREEMENT FOR PARTICIPATION
INSIDE THE OUTDOORS
SCHOOL PROGRAM
PUBLIC SCHOOLS 2010 - 2011

This AGREEMENT is hereby entered into this 1st day of July, 2010, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Colton-Joint Unified School District, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

TERMS, CONDITIONS, AND RESPONSIBILITIES

1.0 SUPERINTENDENT shall provide a forty-five minute to seventy-five minute Inside the Outdoors - School Program, hereinafter referred to as PROGRAM, more specifically described in Exhibit "A", which is attached hereto and incorporated by reference herein.

2.0 This AGREEMENT shall be in full force and effect for the period commencing September 1, 2010 and ending August 31, 2011. **This AGREEMENT must be fully executed by the Parties and be on file with the SUPERINTENDENT prior to DISTRICT participating in the PROGRAM.**

3.0 In compliance with Education Code Section 35330 DISTRICT hereby declares that no student has been denied the opportunity to participate in the PROGRAM because of the inability to pay the required fee. DISTRICT has made every effort to acquire the financial support from fund-raising efforts, parents, and the community to assist those students who are unable to pay the required fee.

1 4.0 SUPERINTENDENT shall provide the PROGRAM for DISTRICT'S
2 school(s) pursuant to Exhibit "A".

3 5.0 DISTRICT shall provide one (1) certificated employee to
4 participate in the PROGRAM with each group of 25-30 students.

5 5.1 All participating certificated employees and adult aides,
6 in cooperation with the PROGRAM staff, shall be expected
7 to take an active role in the supervision of students.

8 6.0 Should a DISTRICT group exceed four (4) classrooms on a given
9 day (approximately one hundred twenty (120) students), the additional
10 classroom(s) may be scheduled to participate on another day.

11 7.0 DISTRICT shall be responsible for the supervision and care of
12 its students. DISTRICT shall also be responsible for the actions of
13 its students and employees while participating in the PROGRAM.

14 8.0 DISTRICT shall hold harmless, defend, and indemnify the Orange
15 County Superintendent of Schools, the Orange County Board of
16 Education, and its officers, agents, and employees from any and all
17 claims for damages resulting from the acts or omissions of DISTRICT,
18 its officers, agents, employees, and students with respect to the
19 Inside the Outdoors - School Program.

20 SUPERINTENDENT shall hold harmless, defend, and indemnify the
21 DISTRICT, its Governing Board, officers, agents, employees, and
22 students from any and all claims for damage resulting from the acts
23 or omissions of the Orange County Superintendent of Schools, the
24 Orange County Board of Education and its officers, agents, and
25 employees with respect to the Inside the Outdoors - School Program.

1 9.0 Any notice of cancellation by DISTRICT must be received in
2 writing by SUPERINTENDENT at least twenty (20) business days,
3 excluding holidays, prior to the scheduled PROGRAM date. In the
4 event of a cancellation, the District is responsible to find an
5 equivalent replacement no later than (10) business days prior to the
6 cancelled program date; SUPERINTENDENT may also attempt to find an
7 equivalent replacement if possible. If DISTRICT or SUPERINTENDENT is
8 unable to find an equivalent replacement, DISTRICT will be charged
9 ninety percent (90%) of the full cost of the scheduled PROGRAM. If
10 DISTRICT'S School wishes to reschedule a scheduled PROGRAM date,
11 DISTRICT'S School may be charged an additional fee of seventy-five
12 dollars (\$75.00).

13 10.0 DISTRICT agrees to pay SUPERINTENDENT per student or per PROGRAM
14 more specifically described in Exhibit "B", which is attached hereto
15 and incorporated by reference herein. Payment shall be based on the
16 number of students that actually attend, but no less than ninety
17 percent (90%) of the number of students identified in Exhibit "A".

18 If DISTRICT'S SCHOOL is designated as sponsored, a minimum enrollment
19 requirement is ninety percent (90%) of the contracted number of
20 students, and is paid by sponsorship. If the number of students who
21 attend is less than ninety percent (90%) of the contracted enrollment
22 number, SCHOOL will be charged a per student fee for all students
23 that fall below ninety percent (90%).

24 10.1 A day of participation is defined as a student being
25 present during any part of a scheduled PROGRAM day.

10.2 Should the scheduled attendance from any given school in a

1 DISTRICT change by more than ten percent (10%), the
2 DISTRICT shall inform SUPERINTENDENT in writing at least
3 twenty (20) business days prior to the first (1st) day of
4 attendance.

5 10.3 Schools may be charged an additional transportation fee of
6 \$35.00 - \$125.00 per day.

7 11.0 Full payment of fees by DISTRICT must be received by
8 SUPERINTENDENT within thirty (30) calendar days of billing postmark.

9 12.0 DISTRICT agrees to bear the expense of repairs and/or breakage
10 resulting from unreasonable wear or abuse to property and/or
11 equipment caused by its students and/or teachers participating in the
12 PROGRAM.

13 13.0 DISTRICT hereby delegates, by approval of this AGREEMENT to the
14 District Superintendent or the District Superintendent's designee,
15 pursuant to Education Code Section 17604, the authority to allow
16 additional schools or students to participate in the Inside the
17 Outdoors - School Program during the term of AGREEMENT.

18 14.0 NOTICE. All notices or demands to be given under this AGREEMENT
19 by either party to the other, shall be in writing and given either
20 by: (a) personal service or (b) by U.S. Mail, mailed either by
21 registered or certified mail, return receipt requested, with postage
22 prepaid. Service shall be considered given when received if
23 personally served or if mailed on the third day after deposit in any
24 U.S. Post Office. The address to which notices or demands may be
25 given by either party may be changed by written notice given in

1 accordance with the notice provisions of this section. As of the
2 date of this AGREEMENT, the addresses of the parties are as follows:

3 DISTRICT: Colton-Joint Unified School District
4 1212 Valencia Drive
5 Colton, California 92324
6 Attn: _____

7 SUPERINTENDENT: Orange County Superintendent of Schools
8 200 Kalmus Drive
9 P.O. Box 9050
10 Costa Mesa, California 92628-9050
11 Attn: Patricia McCaughey

12 15.0 In the interest of public health, SUPERINTENDENT provides a
13 tobacco-free environment. Smoking or the use of any tobacco products
14 are prohibited in buildings and vehicles, and on any property owned,
15 leased or contracted for by the SUPERINTENDENT pursuant to
16 SUPERINTENDENT Policy 400.15. Failure to abide with conditions of
17 this policy could result in the termination of this AGREEMENT.

18 16.0 SUPERINTENDENT and DISTRICT agree that they will not engage in
19 unlawful discrimination in employment of persons because of race,
20 color, religious creed, national origin, ancestry, physical handicap,
21 medical condition, marital status, or sex of such persons.

22 17.0 SUPERINTENDENT and DISTRICT agree that this AGREEMENT shall be
23 construed and entered into in accordance with the laws of the State
24 of California, through California state courts with venue in Orange
25 County, California.

18.0 If any term, covenant, condition or provision of this AGREEMENT
is held by court of competent jurisdiction to be invalid, void or
unenforceable, the remainder of the provisions shall remain in full

1 force and effect and shall in no way be affected, impaired or
2 invalidated thereby.

3 19.0 The failure of SUPERINTENDENT or DISTRICT to seek redress for
4 violation of, or to insist upon, the strict performance of any term
5 or condition of this AGREEMENT, shall not be deemed a waiver by that
6 party of such term or condition, or prevent a subsequent similar act
7 from again constituting a violation of such term or condition.

8 20.0 This AGREEMENT contains the entire agreement between
9 SUPERINTENDENT and DISTRICT regarding the services and any agreement
10 hereafter made shall be ineffective to modify this AGREEMENT in whole
11 or in part unless such agreement is embodied in an amendment to this
12 AGREEMENT which has been signed by both SUPERINTENDENT and DISTRICT.

13 This AGREEMENT supersedes all prior negotiations, understandings,
14 representations and agreements.
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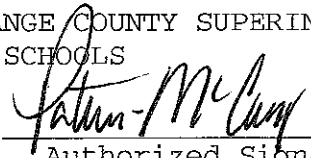
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1 IN WITNESS WHEREOF, the Parties hereto have caused this
2 AGREEMENT to be executed.

3 SCHOOL: COLTON-JOINT UNIFIED
4 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

5 BY: _____
6 Authorized Signature

BY:  _____
Authorized Signature

7 PRINT NAME: _____

PRINT NAME: Patricia McCaughey

8 TITLE: _____

TITLE: Coordinator

9 DATE: _____

DATE: April 15, 2011

School Programs

Exhibit A

School	Site / Program	Scheduled Date	Previous Date	Grade	Number of Assemblies	Flat Fee* or Fee per Student	Comments
Smith School (CJUSD)	TRAVELING SCIENTIST	5/27/2011		K6	2	\$350.00 + \$60.00*	AMAZING ANIMALS
Smith School	Mileage	5/27/2011				\$85.00*	

Note:

- (1) The Orange County Superintendent of Schools shall have the final approval on all revisions/modifications made to Exhibit A.
- (2) Cancellations and/or modifications to the number of pupils indicated in Exhibit A are subject to the terms and conditions of Section 9.0 and Section 10.0 of the Agreement.

Revisions/Modification Approval:

 Inside the Outdoors Program

 Date



Inside the Outdoors Fees for 2010-2011

Programs align with California Science and/or Social Science Content Standards

Same fees as 2009-2010



Field Trips

2 hour Programs

Kindergarten- Ecosystem Extravaganza

Shipleigh Nature Center or Mt. San Antonio College \$6.25

First Grade - Ecosystem Extravaganza

Shipleigh Nature Center or Mt. San Antonio College \$6.25

Second Grade - Ecosystem Extravaganza

Shipleigh Nature Center or Mt. San Antonio College \$6.25

Second and Third Grade

Wild Wetlands and Santiago Oaks \$14.25

Third Grade - Gabrieliño Walk

Shipleigh Nature Center or Mt. San Antonio College \$7.75

Fourth Grade - Native American Program

Shipleigh Nature Center or Mt. San Antonio College \$7.75

3 hour Programs

Third and Fourth Grade

Key Ranch \$16.50

Helena Modjeska House \$19.00

Full Day (5.5 hour) Programs

Fourth Grade

Irvine Regional Park \$32.50

Upper Newport Bay \$29.00

Fourth and Sixth Grade

Dana Point \$32.50

Fifth and Sixth Grade

Caspers Park \$32.50

Crystal Cove \$32.50

Modjeska Canyon \$32.50

Rancho Soñado \$32.50

Traveling Scientist Programs

Preschool and Kindergarten (45 minutes)

First Grade to Sixth Grade (60 minutes)

\$5.75 per student with a 60 student minimum fee

Fifth Grade - Surviving Our Standards (75 minutes)

Add \$0.85 per student for Birds of Prey presentations (60 student minimum fee)

Amazing Animals Assemblies and Science Night Presentations (45 minutes to 60 minutes)

\$350.00 per assembly and \$60.00 for each additional assembly

Birds of Prey Assemblies (45 minutes to 60 minutes)

\$385.00 per assembly and \$60.00 for each additional assembly

Traveling Scientists Programs have a daily mileage fee.

Grant Opportunities are available on our website, www.insidetheoutdoors.org, or (714) 708-3885.

BOARD AGENDA

**REGULAR MEETING
May 5, 2011**

CONSENT ITEM

TO: Board of Education

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

SUBJECT: Acceptance of Gifts

GOAL: Community Relations

STRATEGIC PLAN: Strategy #6 – Character

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

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

Site	Donor	Donation/Purpose	Amount
Birney	Kiaco, Inc. McDonald's 3155 East Sedona Court, Suite A Ontario, CA 91764	Check # 5749 For Incentives & Fieldtrips	\$596.69
Enrollment Center	James A. Downs 1212 Valencia Drive Colton, CA 92324	Gift Cards to Wal-Mart for Needy Students (5-\$20.00)	\$100.00
Jurupa Vista	Jurupa Vista Elementary P.T.A. 15920 Village Drive East Fontana, CA 92337	Check #1238 For 1 st Grade Field Trip	\$1,000.00
Jurupa Vista	Jurupa Vista Elementary P.T.A. 15920 Village Drive East Fontana, CA 92337	Check #1239 For 3 rd Grade Field Trip	\$1,000.00
Jurupa Vista	Jurupa Vista Elementary P.T.A. 15920 Village Drive East Fontana, CA 92337	Check #1241 For 2 nd Grade Assembly	\$855.00
Reche Canyon	Prudencio & Evangeline Molina 12532 Warbler Avenue Grand Terrace, CA 92313	Check #1545 For Kinder Field Trip	\$50.00
Reche Canyon	Venice C. LaChica 2640 South Andrews Lane San Bernardino, CA 92408	Check #1143 For Kinder Field Trip	\$50.00
Rogers	Janet Harter	Refreshment Items of cookies, water, and fruit to be used during Coffee with the Principal	\$100.00
Wilson	Wildcats P.T.A. 750 South 8 th Street Colton, CA 92324	Check #1180 For 4 th Grade Field Trip	\$320.00
Wilson	Wildcats P.T.A. 750 South 8 th Street Colton, CA 92324	Check #1177 For 5 th Grade Field Trip	\$675.00

BOARD AGENDA

**REGULAR MEETING
May 5, 2011**

CONSENT ITEM

- TO:** **Board of Education**
- PRESENTED BY:** Ingrid Munsterman, Assistant Superintendent, Human Resources Division
- SUBJECT:** **Approval of Authorization for the District to Enter into Agreements with Colleges and Universities for Student Teaching and/or Internship Programs for the 2011-12 School Year**
- GOAL:** Human Resources Development
- STRATEGIC PLAN:** Strategy #5 – College Career
- BACKGROUND:** During the year many colleges and universities request placement of student teachers and/or interns within the District. This practice benefits the district and the colleges and universities. In order to accommodate the request, an agreement between the District and the college and/or university must be signed. This action will allow the district to execute such agreements without individual board action.
- BUDGET IMPLICATIONS:** Student teachers and interns are to be covered by the District's worker's compensation insurance at no cost to the college and/or university.
- RECOMMENDATION:** That the Board approve the authorization for the District to enter into agreements with colleges and universities for student teaching and/or internship programs for the 2011-12 school year.

BOARD AGENDA

REGULAR MEETING
May 5, 2011

****Revision****

HD Varsity Football - CHS

ACTION ITEM

TO: Board of Education
PRESENTED BY: Ingrid Munsterman, Assistant Superintendent, Human Resources Division
SUBJECT: Approval of Personnel Employment and Resignations
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 – None

I-B Certificated – Activity/Coaching Assignments

- 1. Markham, Donald HD Varsity Football – CHS (see II-B)
- 2. Ponce, Armando HD JV Badminton – CHS

I-C Certificated – Hourly - None

I-D Certificated – Substitute Teachers – None

I-E Certificated Management – None

II-A Classified – Regular Staff – None

II-B Classified – Activity/Coaching Assignments

- 1. Smalls, Ryan C. HD Varsity Track – CHS
- 2. Bray, Richard L. HD Varsity Football – CHS (revised)

II-C Classified – Hourly

- 1. Castro, Diego F. Lifeguard – THMS
- 2. Gudino, Jesus F. AVID Tutor – CHS
- 3. Renteria, Christina Sub Noon Aide – Smith

II-D Classified – Substitute – None

Resignations

I Certificated – None

II Classified

- 1. Bernal, Avelina Nutrition Services Lead I – McKinley
Employed May 16, 1990; resignation
Effective June 18, 2011. For retirement.
- 2. Morales, Suzanne Nutrition Services Worker I – Wilson
Employed November 14, 1994; resignation
effective June 8, 2011.

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

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

BOARD AGENDA

**REGULAR MEETING
May 5, 2011**

ACTION ITEM

TO: **Board of Education**

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

SUBJECT: **Approval of Conference Attendance**

GOAL: Human Resources Development

STRATEGIC PLAN: Strategy #1 – Communication

John White - **Transportation**
Senior Mechanic

*CNG Fueling Station Operation
And Maintenance Training*
May 19-20, 2011
Phoenix, AZ
Transportation funds: \$1,293.24

Kristi Richardson – **Slover Mtn. HS**
Principal

*Principal's Partnership Summer
Leadership Conference*
July 17-20, 2011
Phoenix, AZ
No Cost to the District

Corina Paramo – **CHS**
David Crane
Corinne Marshall
Teachers

2011 AVID Summer Institute
July 27-29, 2011
San Diego, CA
AVID funds: \$2,921.76

Marc Howard – **BHS**
Leilani Bautista
Holly Todd
Stacie Ziegler
Ramona Martinez
Raymonn Brown
Teachers

2011 AVID Summer Institute
July 27-29, 2011
San Diego, CA
AVID funds: \$6,732.50

Christi Marin – **CMS**
Principal
Mark McGuffee
Zoe Pamintuan
Teachers

2011 AVID Summer Institute
August 1-3, 2011
San Diego, CA
AVID funds: \$2,608.52 (2011/12 budget)

**BUDGET
IMPLICATIONS:** General Fund Expenditure: \$13,556.02

RECOMMENDATION: That the Board approve conference attendance as presented.

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

BOARD AGENDA

REGULAR MEETING
May 5, 2011

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Ingrid Munsterman, Assistant Superintendent, Human Resources Division
- SUBJECT:** Authorization to Assign “Mild/Moderate-Level” Teachers to Teach Students with Autism Under Board Resolution During the 2011-12 School Year and During 2011 Summer School
- GOAL:** Human Resources Development
- STRATEGIC PLAN:** Strategy #1 – Communication
- BACKGROUND:** Under the provisions of AB 2302, Education Code Section 44265.1 was amended to provide flexibility to enable school districts to more easily employ individuals to serve in the shortage area of autism. The new provisions allow school districts to assign a teacher with a credential authorizing services to students with mild and moderate disabilities to provide instruction to students with autism by resolution of the Governing Board, and with the consent of the teacher, in a departmentalized class if the teacher has satisfied certain criteria. The teacher would pursue the appropriate added authorization while serving under this local assignment option.
- Authorization for Service
EC 44265.1 allows the holder of a “mild/moderate-level” special education credential to provide special education instruction to students with autism if the teacher satisfies specific criteria.
- BUDGET IMPLICATIONS:** No impact to the General Fund.
- RECOMMENDATION:** That the Board authorize the Assistant Superintendent, Human Resources, to assign certain special education teachers to teach under Board Resolution, utilizing the provisions under Education Code Section 44265.1, during the 2011-12 school year and during 2011 summer school, as presented.
- ACTION:** On motion of Board Member _____ and _____, the Board approved the recommendation as presented.

BOARD AGENDA

REGULAR MEETING
May 5, 2011

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Inter-District Attendance Agreement for San Bernardino County School Districts (2011-12)

GOAL: Support Services/Student Performance/Budget Planning

STRATEGIC PLAN: Shared Community Belief 10: Teamwork

BACKGROUND: Based on the passage of AB 2444, the district has revised its policies and practices relating to inter-district attendance permits. Included in the assembly bill is a stipulation that each school district specify the terms and conditions under which inter-district attendance shall be permitted, denied or revoked. The San Bernardino County Superintendent of Schools, in an effort to coordinate the inter-district attendance agreements throughout the county, has developed a single, master inter-district attendance agreement for all San Bernardino County schools.

BUDGET IMPLICATIONS: No cost to the district.

RECOMMENDATION: That the Board approve the Inter-District Attendance Agreement for San Bernardino County School Districts.

ACTION: On motion of Board Member _____ and _____ the Board approve the Inter-District Attendance Agreement for San Bernardino County School Districts (2011-12).



**MASTER AGREEMENT
INTERDISTRICT ATTENDANCE AGREEMENT
(No Tuition Charge)**

**Pursuant to Education Code Section 46600,
the Governing Boards of each of the following school districts:**

Adelanto School District	Morongo Unified School District
Alta Loma School District	Mountain View School District
Apple Valley Unified School District	Mt. Baldy Joint Unified School District
Baker Valley Unified School District	Needles Unified School District
Barstow Unified School District	Ontario-Montclair School District
Bear Valley Unified School District	Oro Grande School District
Central School District	Redlands Unified School District
Chaffey Joint Union High School District	Rialto Unified School District
Chino Valley Unified School District	Rim of the World Unified School District
Colton Joint Unified School District	San Bernardino City Unified School District
Cucamonga School District	Silver Valley Unified School District
Etiwanda School District	Snowline Joint Unified School District
Fontana Unified School District	Trona Joint Unified School District
Helendale School District	Upland Unified School District
Hesperia Unified School District	Victor Elementary School District
Lucerne Valley Unified School District	Victor Valley Union High School District
	Yucaipa-Calimesa Joint Unified School District

Agree as follows:

1. Applicability of this agreement is limited to grade levels mutually maintained by the contracting parties.
2. Insofar as facilities permit (*space availability*), each district may accept pupils from the other school district who have proper permits for attendance from the district of residence; who are eligible to attend regular classes in elementary, middle schools, senior high schools, continuation classes maintained by the district of proposed attendance; and who are acceptable to the district of attendance.
3. Students who are deemed acceptable to the district of attendance include satisfactory attendance and behavior.
4. Any student accepted under space availability need not reapply each year.
5. Each district shall furnish these pupils the same advantages, equipment, supplies, and services as are furnished to other pupils in attendance in these classes, with the exception of home to school transportation.

6. In accordance with Section 46600(a) of the Education Code, the attendance of pupils from the respective school districts covered by this agreement shall be credited to the school district of attendance for apportionment purposes and the revenue limit pursuant to Education Code 42237 or 42238.
7. No financial obligation, including transportation, shall be incurred by the district of residence for services rendered under this agreement.
8. This agreement shall be for five (5) years from July 1, 2011 and ending June 30, 2016, and supersedes all prior regular Interdistrict Attendance Agreements. Either party may terminate this agreement effective at the beginning of a school year by giving written notice to the other party at least three (3) months prior to the beginning of the school year.
9. An interdistrict transfer granted under space availability may be revoked at any time during the school year if the student's academic grades, attendance or behavior are not satisfactory to the district of attendance.
10. False or misleading information may be cause for denial or revocation of an interdistrict attendance permit.
11. The school district of attendance or the school district of enrollment shall not rescind transfer permits for pupils entering grades 11 or 12 in the subsequent school year per Education Code 46600(4).

Name of District

Superintendent or Designee (please print)

Superintendent or Designee's signature

Date of Governing Board Authorization

BOARD AGENDA

**REGULAR MEETING
May 5, 2011**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Purchase Orders

GOAL: Student Performance / Personnel Development

STRATEGIC PLAN: Strategy #1 – Communication

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

BUDGET IMPLICATIONS: General Fund Expenditures: \$ 322,234.52

RECOMMENDATION: That the Board approve Purchase Orders in excess of \$10,000 for a total of \$ 322,234.52

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

<u>P.O.</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>RESOURCE CODE*</u>	<u>RESOURCE</u>	<u>AMOUNT</u>
113555	CCS Presentation Systems Inc.	New Equip./BMS	3010	NCLB: Title 1, Pt A Grnt Low Inc.	\$75,686.94
113956	Dell Inc.	Tech. Equip./BHS	9120	GO BOND:MEAS G 2008 SERIES A	\$77,076.56
114183	Follett Educational Svs.	Txtbks./BHS	0356	TIER III TEXTBOOKS	\$17,282.16
114187	College Board	Inst. Matls./BHS	1100/9015	State Lottery Revenue/ APIP (Advncd Plcmn Inctv Prg)	\$34,779.00
114226	Apple Valley Communications, Inc.	Cont. Svs./Various Sites	0000	Revenue Limit/Unrestricted	\$26,942.49
114235	Dell Inc.	Tech. Equip./Zimmerman	3010	NCLB: Title 1, Pt A Grnt Low Inc.	\$24,736.92
114243	Renaissance Learning Inc.	Online Subsc./BMS	3010	NCLB: Title 1, Pt A Grnt Low Inc.	\$11,525.60
114270	Houghton Mifflin	Other Bks./CMS	7400	QEIA-Quality Educ. Invstment Act	\$11,567.50
114271	Cambium Learning Voyager	Txtbks./CHS	0356	TIER III TEXTBOOKS	\$19,443.58
114286	Liberty Paper	Paper/Purchasing	0000	Revenue Limit/Unrestricted	\$23,193.77
TOTAL					\$ 322,234.52

BOARD AGENDA

**REGULAR MEETING
May 5, 2011**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Designated Authorized Agent for CJUSD – May 5, 2011 - Until Rescinded

GOAL: Budget Planning

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: Education Code #35161 for the State of California authorizes Districts to delegate designated officers as authorized agents. Attached is a matrix, which outlines the duties and the employees, authorized as agents for the District.
County Form #
#1 (Board Delegation-Certify/Attest Board Action),
#2 (Board Delegation-Authorized Agent Status),
#6 (Revolving Cash Fund-Establishment or Change),

BUDGET IMPLICATIONS: No Impact to the General Fund.

RECOMMENDATION: That the Board approve the designated authorized agents for Colton Joint Unified School District – May 5, 2011 until rescinded.

ACTION: On motion of Board Member _____ and _____, the Board approved designated authorized agents for Colton Joint Unified School District – May 5, 2011 until rescinded.

**San Bernardino County Superintendent of Schools
Authorized Signature Listing – As of May 5, 2011 - Until Rescinded**

County Form No. School District *** 213 COLTON ***	ORDERS					NOTICE OF EMPL.					OTHER				RCF Cust	
	1	2	2	2	2	2	2	2	2	2	2	2	2	2		2
BdMin	AP	PR	"S" Acct	Cert	Class	Student	PO Limit	Jrnl Entr	Inter Fund Tfr	Budg Tfr	OCS Key Issued	Contract Limit/ Duration				
Jerry Almandarez, Superintendent	X	X	X	X	X	X	X	X	X	X		X none				X
Board of Education, President	X									X					X	
Board of Education, Clerk	X									X					X	
Jaime R. Ayala, Assistant Superintendent, Business Services Division	X	X	X	X	X	X	X none	X	X	X		X none				X
Mike Snellings, Assistant Superintendent, Student Services Division				X	X	X										
Molly Gainey-Stanley, Assistant Superintendent, Educational Services Division				X	X	X										
Ingrid Munsterman, Assistant Superintendent Human Resources Division				X	X	X										
David (Dave) R. Beeson, Purchasing Manager							X \$150,000 limit					X \$150,000 limit				
Sosan Schaller, Director of Fiscal Services		X	X				X \$50,000 limit	X	X	X						
Lucy Bracamonte, Fiscal Services Manager		X	X					X	X	X						X
Diana Herington, Nutrition Services Manager		X				Nutrition Service Fund	X none	X	X	X						

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

Signature: Governing Board Designee _____ Robert D. Armenta, Vice President of the Governing Board of the Colton Joint Unified School District _____ Date _____

COUNTY FORM NO. 1
REGULAR AUDIT
DISTRICT FINANCIAL SERVICES DIVISION
COUNTY OF SAN BERNARDINO

CERTIFICATION OF BOARD MINUTES

SCHOOL DISTRICT: COLTON JOINT UNIFIED SCHOOL DISTRICT

SUBJECT MATTER: BOARD DELEGATION – CERTIFY/ATTEST BOARD ACTION

DATE OF ACTION: MAY 5, 2011

IN ACCORDANCE WITH PROVISIONS OF LEGAL CODES FOR THE STATE OF CALIFORNIA, THE GOVERNING BOARD OF THE ABOVE NAMED SCHOOL DISTRICT/COMMUNITY COLLEGE DISTRICT, HEREBY APPROVES AND ADOPTS THE ACTION DESCRIBED BELOW:

As per Ed. Code 35250, the governing board of every school/community college district shall certify or attest to actions taken by the governing board whenever such certification or attestation is required for any purpose.

As per Ed. Code 35161, the individual(s) named below are delegated to certify or attest governing board action.

<input type="checkbox"/> ADD <input checked="" type="checkbox"/> DELETE <u>Mel Albiso</u> NAME <u>President, Board of Education</u> TITLE <u>July 1, 2010</u> FISCAL YEAR _____ SIGNATURE	<input checked="" type="checkbox"/> ADD <input type="checkbox"/> DELETE <u>Patt Haro</u> NAME <u>President, Board of Education</u> TITLE <u>July 1, 2010 - Unitl Rescinded</u> FISCAL YEAR _____ SIGNATURE	<input type="checkbox"/> ADD <input checked="" type="checkbox"/> DELETE <u>David Zamora</u> NAME <u>Clerk, Board of Education</u> TITLE <u>July 1, 2010</u> FISCAL YEAR _____ SIGNATURE
--	---	--

AUTHORITY: <u>X</u> EDUCATION CODE _____ GOVERNMENT CODE _____ PUBLIC CONTRACT CODE _____ OTHER: LEGAL OPINON	SECTION: <u>35161, 72600, 35250</u> SECTION: _____ SECTION: _____ SECTION: _____
--	---

SUPPORTIVE DATA: BOARD MINUTES OF ACTION DESIGNATING SAME.

I CERTIFY, UNDER PENALTY OF PERJURY, THE FOREGOING STATEMENTS TO BE TRUE AND CORRECT.

SIGNATURE: GOVERNING BOARD DESIGNEE	TITLE	DATE
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COUNTY FORM NO. 1
REGULAR AUDIT
DISTRICT FINANCIAL SERVICES DIVISION
COUNTY OF SAN BERNARDINO

CERTIFICATION OF BOARD MINUTES

SCHOOL DISTRICT: COLTON JOINT UNIFIED SCHOOL DISTRICT

SUBJECT MATTER: BOARD DELEGATION – CERTIFY/ATTEST BOARD ACTION

DATE OF ACTION: MAY 5, 2011

IN ACCORDANCE WITH PROVISIONS OF LEGAL CODES FOR THE STATE OF CALIFORNIA, THE GOVERNING BOARD OF THE ABOVE NAMED SCHOOL DISTRICT/COMMUNITY COLLEGE DISTRICT, HEREBY APPROVES AND ADOPTS THE ACTION DESCRIBED BELOW:

As per Ed. Code 35250, the governing board of every school/community college district shall certify or attest to actions taken by the governing board whenever such certification or attestation is required for any purpose.

As per Ed. Code 35161, the individual(s) named below are delegated to certify or attest governing board action.

<input checked="" type="checkbox"/> ADD <input type="checkbox"/> DELETE <u>Frank A. Ibarra</u> <small>NAME</small> <u>Clerk, Board of Education</u> <small>TITLE</small> <u>July 1, 2010 - Until Rescinded</u> <small>FISCAL YEAR</small> <hr/> <small>SIGNATURE</small>	<input checked="" type="checkbox"/> ADD <input type="checkbox"/> DELETE <u>Jerry Almendarez</u> <small>NAME</small> <u>Superintendent</u> <small>TITLE</small> <u>July 1, 2010 - Until Rescinded</u> <small>FISCAL YEAR</small> <hr/> <small>SIGNATURE</small>	<input type="checkbox"/> ADD <input checked="" type="checkbox"/> DELETE <u>James A. Downs</u> <small>NAME</small> <u>Superintendent Emeritus</u> <small>TITLE</small> <u>July 1, 2010 - Until Rescinded</u> <small>FISCAL YEAR</small> <hr/> <small>SIGNATURE</small>
--	--	---

AUTHORITY: <u> X </u> EDUCATION CODE _____ GOVERNMENT CODE _____ PUBLIC CONTRACT CODE _____ OTHER: LEGAL OPINON	SECTION: <u> 35161, 72600, 35250 </u> SECTION: _____ SECTION: _____ SECTION: _____
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SUPPORTIVE DATA: BOARD MINUTES OF ACTION DESIGNATING SAME.

I CERTIFY, UNDER PENALTY OF PERJURY, THE FOREGOING STATEMENTS TO BE TRUE AND CORRECT.

SIGNATURE: GOVERNING BOARD DESIGNEE	TITLE	DATE
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COUNTY FORM NO. 2
REGULAR AUDIT

San Bernardino County Superintendent of Schools
DISTRICT FINANCIAL SERVICES

CERTIFICATION OF BOARD MINUTES

SCHOOL DISTRICT: COLTON JOINT UNIFIED SCHOOL DISTRICT

SUBJECT MATTER: BOARD DELEGATION-AUTHORIZED AGENT STATUS

DATE OF ACTION: MAY 5, 2011

IN ACCORDANCE WITH PROVISIONS OF LEGAL CODES FOR THE STATE OF CALIFORNIA, THE GOVERNING BOARD OF THE ABOVE NAMED SCHOOL DISTRICT/COMMUNITY COLLEGE DISTRICT, HEREBY APPROVES AND ADOPTS THE ACTION DESCRIBED BELOW:

NAME OF AUTHORIZED AGENT: PATT HARO

TITLE OF AUTHORIZED AGENT: BOARD OF EDUCATION - PRESIDENT

ACTUAL SIGNATURE OF AUTHORIZED AGENT: _____

AUTHORIZATION RELATES TO DOCUMENTS NOTED BELOW:

- DISTRICT ORDERS (AND RELATED JOURNAL ENTRIES)
- PAYROLL ORDERS (AND RELATED JOURNAL ENTRIES)
- VOLUNTARY PAYROLL DEDUCTIONS (PAY620)
- NOTICES OF EMPLOYMENT FOR CERTIFICATED EMPLOYEES
- NOTICES OF EMPLOYMENT FOR CLASSIFIED EMPLOYEES
- NOTICES OF EMPLOYMENT FOR STUDENTS AND TEMPORARY EMPLOYEES
- PURCHASE ORDERS :
MONETARY LIMITATION: _____ *FISCAL YEAR:* _____

- CONTRACTS:
MONETARY LIMITATION: NONE *FISCAL YEAR:* July 1, 2010 - Until Rescinded
NO CONTRACT APPROVED PURSUANT TO THIS DELEGATION SHALL BE VALID UNTIL SUCH APPROVAL HAS BEEN RATIFIED BY THE GOVERNING BOARD OF THE SCHOOL DISTRICT.

NOTE: IF NO LIMITATIONS ARE TO APPLY TO THE DELEGATION NOTED ABOVE, PLEASE INDICATE 'NONE' IN THE BLANK SPACES PROVIDED.

- JOURNAL ENTRIES (FOR THOSE NOT AUTHORIZED FOR DISTRICT OR PAYROLL ORDERS)
- INTERFUND TRANSACTIONS
- BUDGET TRANSFERS
- OTHER BOARD DELEGATED AUTHORITY, PLEASE SPECIFY _____

AUTHORITY: X EDUCATION CODE SECTION: 17604, 17605, 35161, 81655
X EDUCATION CODE SECTION: 42603

I CERTIFY, UNDER PENALTY OF PERJURY, THE FOREGOING STATEMENTS TO BE TRUE AND CORRECT.

SIGNATURE: GOVERNING BOARD DESIGNEE TITLE DATE
(CANNOT SELF-CERTIFY UNLESS NO OTHER INDIVIDUAL HAS CO. FORM 1 AUTHORITY)

COUNTY FORM NO. 2
REGULAR AUDIT

San Bernardino County Superintendent of Schools
DISTRICT FINANCIAL SERVICES

CERTIFICATION OF BOARD MINUTES

SCHOOL DISTRICT: COLTON JOINT UNIFIED SCHOOL DISTRICT

SUBJECT MATTER: BOARD DELEGATION-AUTHORIZED AGENT STATUS

DATE OF ACTION: MAY 5, 2011

IN ACCORDANCE WITH PROVISIONS OF LEGAL CODES FOR THE STATE OF CALIFORNIA, THE GOVERNING BOARD OF THE ABOVE NAMED SCHOOL DISTRICT/COMMUNITY COLLEGE DISTRICT, HEREBY APPROVES AND ADOPTS THE ACTION DESCRIBED BELOW:

NAME OF AUTHORIZED AGENT: FRANK A. IBARRA

TITLE OF AUTHORIZED AGENT: BOARD OF EDUCATION - CLERK

ACTUAL SIGNATURE OF AUTHORIZED AGENT: _____

AUTHORIZATION RELATES TO DOCUMENTS NOTED BELOW:

- DISTRICT ORDERS (AND RELATED JOURNAL ENTRIES)
- PAYROLL ORDERS (AND RELATED JOURNAL ENTRIES)
- VOLUNTARY PAYROLL DEDUCTIONS (PAY620)
- NOTICES OF EMPLOYMENT FOR CERTIFICATED EMPLOYEES
- NOTICES OF EMPLOYMENT FOR CLASSIFIED EMPLOYEES
- NOTICES OF EMPLOYMENT FOR STUDENTS AND TEMPORARY EMPLOYEES
- PURCHASE ORDERS :
MONETARY LIMITATION: _____ *FISCAL YEAR:* _____

- CONTRACTS:
MONETARY LIMITATION: NONE *FISCAL YEAR:* July 1, 2010 - Until Rescinded
NO CONTRACT APPROVED PURSUANT TO THIS DELEGATION SHALL BE VALID UNTIL SUCH APPROVAL HAS BEEN RATIFIED BY THE GOVERNING BOARD OF THE SCHOOL DISTRICT.

NOTE: IF NO LIMITATIONS ARE TO APPLY TO THE DELEGATION NOTED ABOVE, PLEASE INDICATE 'NONE' IN THE BLANK SPACES PROVIDED.

- JOURNAL ENTRIES (FOR THOSE NOT AUTHORIZED FOR DISTRICT OR PAYROLL ORDERS)
- INTERFUND TRANSACTIONS
- BUDGET TRANSFERS
- OTHER BOARD DELEGATED AUTHORITY, PLEASE SPECIFY _____

AUTHORITY: X EDUCATION CODE SECTION: 17604, 17605, 35161, 81655
X EDUCATION CODE SECTION: 42603

I CERTIFY, UNDER PENALTY OF PERJURY, THE FOREGOING STATEMENTS TO BE TRUE AND CORRECT.

SIGNATURE: GOVERNING BOARD DESIGNEE TITLE DATE
(CANNOT SELF-CERTIFY UNLESS NO OTHER INDIVIDUAL HAS CO. FORM 1 AUTHORITY)

COUNTY FORM NO. 2
REGULAR AUDIT

San Bernardino County Superintendent of Schools
DISTRICT FINANCIAL SERVICES

CERTIFICATION OF BOARD MINUTES

SCHOOL DISTRICT: COLTON JOINT UNIFIED SCHOOL DISTRICT

SUBJECT MATTER: BOARD DELEGATION-AUTHORIZED AGENT STATUS

DATE OF ACTION: MAY 5, 2011

IN ACCORDANCE WITH PROVISIONS OF LEGAL CODES FOR THE STATE OF CALIFORNIA, THE GOVERNING BOARD OF THE ABOVE NAMED SCHOOL DISTRICT/COMMUNITY COLLEGE DISTRICT, HEREBY APPROVES AND ADOPTS THE ACTION DESCRIBED BELOW:

NAME OF AUTHORIZED AGENT: JERRY ALMENDAREZ

TITLE OF AUTHORIZED AGENT: SUPERINTENDENT

ACTUAL SIGNATURE OF AUTHORIZED AGENT: _____

AUTHORIZATION RELATES TO DOCUMENTS NOTED BELOW:

DISTRICT ORDERS (AND RELATED JOURNAL ENTRIES)

PAYROLL ORDERS (AND RELATED JOURNAL ENTRIES)

VOLUNTARY PAYROLL DEDUCTIONS (PAY620)

NOTICES OF EMPLOYMENT FOR CERTIFICATED EMPLOYEES

NOTICES OF EMPLOYMENT FOR CLASSIFIED EMPLOYEES

NOTICES OF EMPLOYMENT FOR STUDENTS AND TEMPORARY EMPLOYEES

PURCHASE ORDERS :

MONETARY LIMITATION: NONE *FISCAL YEAR:* July 1, 2010 - Until Rescinded

CONTRACTS:

MONETARY LIMITATION: NONE *FISCAL YEAR:* July 1, 2010 - Until Rescinded

NO CONTRACT APPROVED PURSUANT TO THIS DELEGATION SHALL BE VALID UNTIL SUCH APPROVAL HAS BEEN RATIFIED BY THE GOVERNING BOARD OF THE SCHOOL DISTRICT.

NOTE: IF NO LIMITATIONS ARE TO APPLY TO THE DELEGATION NOTED ABOVE, PLEASE INDICATE 'NONE' IN THE BLANK SPACES PROVIDED.

JOURNAL ENTRIES (FOR THOSE NOT AUTHORIZED FOR DISTRICT OR PAYROLL ORDERS)

INTERFUND TRANSACTIONS

BUDGET TRANSFERS

OTHER BOARD DELEGATED AUTHORITY, PLEASE SPECIFY _____

AUTHORITY: X EDUCATION CODE SECTION: 17604, 17605, 35161, 81655

X EDUCATION CODE SECTION: 42603

I CERTIFY, UNDER PENALTY OF PERJURY, THE FOREGOING STATEMENTS TO BE TRUE AND CORRECT.

SIGNATURE: GOVERNING BOARD DESIGNEE TITLE DATE
(CANNOT SELF-CERTIFY UNLESS NO OTHER INDIVIDUAL HAS CO. FORM 1 AUTHORITY)

COUNTY FORM NO. 6
REGULAR AUDIT
DISTRICT FINANCIAL SERVICES DIVISION
COUNTY OF SAN BERNARDINO

CERTIFICATION OF BOARD MINUTES

SCHOOL DISTRICT: COLTON JOINT UNIFIED SCHOOL DISTRICT

SUBJECT MATTER: REVOLVING CASH FUND-ESTABLISHMENT OR CHANGE

DATE OF ACTION: MAY 5, 2011

IN ACCORDANCE WITH PROVISIONS OF LEGAL CODES FOR THE STATE OF CALIFORNIA, THE GOVERNING BOARD OF THE ABOVE NAMED SCHOOL DISTRICT/COMMUNITY COLLEGE DISTRICT, HEREBY APPROVES AND ADOPTS THE ACTION DESCRIBED BELOW:

CHANGE CUSTODIAN (TERMINATES FORMER)

ESTABLISH ORIGINAL FUND AMOUNT: \$ _____

INCREASE FUND DECREASE FUND AMOUNT: \$ _____

Total amount of fund includes the above changes; TOTAL AMOUNT OF FUND \$ _____

CUSTODIAN: Jerry Almendarez, Superintendent

ACTUAL SIGNATURE: _____

NOTE: Custodian is defined in the Education Code Section 42800 as the chief accounting officer and has managerial responsibility and control of the Revolving Cash Fund. The custodian may delegate signature authority to multiple persons.

Education Code Section 41021 applies to all with signature authority as pertaining to bonding requirements.

AUTHORITY: X EDUCATION CODE SECTION: 42800-6, 85400-5
 GOVERNMENT CODE SECTION: _____
X OTHER: LEGAL OPINION SECTION: 82-5

SUPPORTIVE DATA:

1. SCHEDULE BOND, SCHEDULE POSITION BOND, OR BLANKET BOND FROM BONDING COMPANY INSURING CUSTODIAN OF FUND FOR AT LEAST TWICE AMOUNT OF FUND.
2. OR LETTER FROM BONDING COMPANY STATING CUSTODIAN COVERED BY ABOVE BOND.
3. APPROVED BY COUNTY SUPERINTENDENT OF SCHOOLS :

DATE APPROVED: _____ BY: _____

I CERTIFY, UNDER PENALTY OF PERJURY, THE FOREGOING STATEMENTS TO BE TRUE AND CORRECT.

SIGNATURE: GOVERNING BOARD DESIGNEE TITLE DATE

COUNTY FORM NO. 2
REGULAR AUDIT

San Bernardino County Superintendent of Schools
DISTRICT FINANCIAL SERVICES

CERTIFICATION OF BOARD MINUTES

SCHOOL DISTRICT: COLTON JOINT UNIFIED SCHOOL DISTRICT

SUBJECT MATTER: BOARD DELEGATION-AUTHORIZED AGENT STATUS

DATE OF ACTION: MAY 5, 2011

IN ACCORDANCE WITH PROVISIONS OF LEGAL CODES FOR THE STATE OF CALIFORNIA, THE GOVERNING BOARD OF THE ABOVE NAMED SCHOOL DISTRICT/COMMUNITY COLLEGE DISTRICT, HEREBY APPROVES AND ADOPTS THE ACTION DESCRIBED BELOW:

NAME OF AUTHORIZED AGENT: INGRID MUNSTERMAN

TITLE OF AUTHORIZED AGENT: ASSISTANT SUPERINTENDENT, HUMAN RESOURCES

ACTUAL SIGNATURE OF AUTHORIZED AGENT: _____

AUTHORIZATION RELATES TO DOCUMENTS NOTED BELOW:

- DISTRICT ORDERS (AND RELATED JOURNAL ENTRIES)
- PAYROLL ORDERS (AND RELATED JOURNAL ENTRIES)
- VOLUNTARY PAYROLL DEDUCTIONS (PAY620)
- NOTICES OF EMPLOYMENT FOR CERTIFICATED EMPLOYEES
- NOTICES OF EMPLOYMENT FOR CLASSIFIED EMPLOYEES
- NOTICES OF EMPLOYMENT FOR STUDENTS AND TEMPORARY EMPLOYEES
- PURCHASE ORDERS :
MONETARY LIMITATION: _____ FISCAL YEAR: _____

- CONTRACTS:
MONETARY LIMITATION: _____ FISCAL YEAR: _____
NO CONTRACT APPROVED PURSUANT TO THIS DELEGATION SHALL BE VALID UNTIL SUCH APPROVAL HAS BEEN RATIFIED BY THE GOVERNING BOARD OF THE SCHOOL DISTRICT.

NOTE: IF NO LIMITATIONS ARE TO APPLY TO THE DELEGATION NOTED ABOVE, PLEASE INDICATE 'NONE' IN THE BLANK SPACES PROVIDED.

- JOURNAL ENTRIES (FOR THOSE NOT AUTHORIZED FOR DISTRICT OR PAYROLL ORDERS)
- INTERFUND TRANSACTIONS
- BUDGET TRANSFERS
- OTHER BOARD DELEGATED AUTHORITY, PLEASE SPECIFY _____

AUTHORITY: X EDUCATION CODE SECTION: 17604, 17605, 35161, 81655
X EDUCATION CODE SECTION: 42603

I CERTIFY, UNDER PENALTY OF PERJURY, THE FOREGOING STATEMENTS TO BE TRUE AND CORRECT.

SIGNATURE: GOVERNING BOARD DESIGNEE TITLE DATE
(CANNOT SELF-CERTIFY UNLESS NO OTHER INDIVIDUAL HAS CO. FORM 1 AUTHORITY)

COUNTY FORM NO. 2
REGULAR AUDIT

San Bernardino County Superintendent of Schools
DISTRICT FINANCIAL SERVICES

CERTIFICATION OF BOARD MINUTES

SCHOOL DISTRICT: COLTON JOINT UNIFIED SCHOOL DISTRICT

SUBJECT MATTER: BOARD DELEGATION-AUTHORIZED AGENT STATUS

DATE OF ACTION: MAY 5, 2011

IN ACCORDANCE WITH PROVISIONS OF LEGAL CODES FOR THE STATE OF CALIFORNIA, THE GOVERNING BOARD OF THE ABOVE NAMED SCHOOL DISTRICT/COMMUNITY COLLEGE DISTRICT, HEREBY APPROVES AND ADOPTS THE ACTION DESCRIBED BELOW:

NAME OF AUTHORIZED AGENT: MIKE SNELLINGS

TITLE OF AUTHORIZED AGENT: ASSISTANT SUPERINTENDENT, STUDENT SERVICES

ACTUAL SIGNATURE OF AUTHORIZED AGENT: _____

AUTHORIZATION RELATES TO DOCUMENTS NOTED BELOW:

- DISTRICT ORDERS (AND RELATED JOURNAL ENTRIES)
- PAYROLL ORDERS (AND RELATED JOURNAL ENTRIES)
- VOLUNTARY PAYROLL DEDUCTIONS (PAY620)
- NOTICES OF EMPLOYMENT FOR CERTIFICATED EMPLOYEES
- NOTICES OF EMPLOYMENT FOR CLASSIFIED EMPLOYEES
- NOTICES OF EMPLOYMENT FOR STUDENTS AND TEMPORARY EMPLOYEES

PURCHASE ORDERS :
MONETARY LIMITATION: _____ *FISCAL YEAR:* _____

CONTRACTS:
MONETARY LIMITATION: _____ *FISCAL YEAR:* _____

NO CONTRACT APPROVED PURSUANT TO THIS DELEGATION SHALL BE VALID UNTIL SUCH APPROVAL HAS BEEN RATIFIED BY THE GOVERNING BOARD OF THE SCHOOL DISTRICT.

NOTE: IF NO LIMITATIONS ARE TO APPLY TO THE DELEGATION NOTED ABOVE, PLEASE INDICATE 'NONE' IN THE BLANK SPACES PROVIDED.

- JOURNAL ENTRIES (FOR THOSE NOT AUTHORIZED FOR DISTRICT OR PAYROLL ORDERS)
- INTERFUND TRANSACTIONS
- BUDGET TRANSFERS
- OTHER BOARD DELEGATED AUTHORITY, PLEASE SPECIFY _____

AUTHORITY: X EDUCATION CODE SECTION: 17604, 17605, 35161, 81655
X EDUCATION CODE SECTION: 42603

I CERTIFY, UNDER PENALTY OF PERJURY, THE FOREGOING STATEMENTS TO BE TRUE AND CORRECT.

SIGNATURE: GOVERNING BOARD DESIGNEE TITLE DATE
(CANNOT SELF-CERTIFY UNLESS NO OTHER INDIVIDUAL HAS CO. FORM 1 AUTHORITY)

BOARD AGENDA

**REGULAR MEETING
May 5, 2011**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Contract Amendment No. 3 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. 3 is necessary for the continuation of inspection services on the base campus (existing construction) and the full campus build out (Increment No. 2). The original contract was approved by the Board on January 19, 2006. Since then, the base campus construction duration has been extended and the scope of construction has increased to the full campus build out which includes the construction of the stadium and bleachers with synthetic turf and all-weather track, pool and pool building, lighted tennis courts, additional parking, and classroom Building C.

The Grand Terrace High School complete build out was approved by DSA under one application number. As such, we are required to keep the same inspector for both phases of the project. The following chronology summarizes all previously Board approved amendments.

<u>Description</u>	<u>Amount</u>
Original Contract (1/19/06) Based on two year construction duration	\$311,400
Amendment No. 1 (3/26/09) Due to start delay, necessary to increase duration	\$400,000
Amendment No. 2 (6/24/10) DSA required increase in number of inspectors	\$770,000
Amendment No. 3 (5/5/11) Continue services for base campus Services for full build out (Increment No. 2)	\$391,020 \$130,000 <u>\$521,020</u>

BUDGET IMPLICATIONS: Bond Fund 21 – Measure G Expenditure: \$521,020

RECOMMENDATION: That the Board Approve Contract Amendment No. 3 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.



1042 N Mountain Ave Suite 147
Upland CA 91786
909 266-4144

Scott Saddlemire

909 266-4144 Cell
909 922-0212 Fax

April 21, 2011

Darryl Taylor

Director of Facilities
Colton Unified School District
1212 Valencia Dr.
Colton, CA 92324

Grand Terrace High School

Additional services due to project going over schedule
Estimated 365 Days over original schedule

Level one DSA Inspector full time	\$163,800.00
Level three DSA Inspector Full Time	\$141,960.00
DSA Masonry Inspector	\$24,360.00
In plant AWS CWI Inspection	\$12,180.00
On Site AWS CWI Inspection	\$48,720.00

Number and Class of Inspectors will be determined by DSA. In-Shop and on project Welding Inspectors and Masonry inspection will be provided when needed. Hours above are only estimates. District will be billed for actual time that each class of inspector is needed.

We are looking forward to hearing from you. If you have any questions, please feel free to contact me anytime.

Scott Saddlemire

President



1042 N Mountain Ave Suite 147
Upland CA 91786
909 266-4144

Scott Saddlemire

909 266-4144 Cell
909 922-0212 Fax

April 21, 2011

Darryl Taylor

Director of Facilities

Colton Unified School District

1212 Valencia Dr.
Colton, CA 92324

Thank you for the opportunity to provide the DSA Inspection Services for the Grand Terrace High School Increment Two. We look forward to being able to provide this service to Colton Joint Unified School District.

Superior Construction Services will provide duly certified school construction inspection service; number and Class of Inspectors will be per DSA requirements

Qualifications. The inspectors employed by or contracted with Superior Construction Services shall at all times maintain proper qualifications to perform the duties as an Inspector of Record (I.O.R.) of public school construction projects.

Duties. The Inspector's duties shall include, but not limited to:

- 1) SCS must provide continuous, on-site inspection and must have actual personal knowledge that the requirements of the approved plans and specifications are being completely executed. Continuous inspection means complete inspection every part of the work, but does not mean the Inspector must remain on site when the work being performed does not require inspection.
- 2) SCS shall keep the District Architect, Construction Manager and D.S.A informed to the progress of the work.
- 3) SCS shall notify the Contractor, in writing with copies to the District Architect, Construction Manager and D.S.A., of any deviation from the approved plans and specifications, which are not immediately corrected by the Contractor when brought to his or her attention.

- 4) Daily logs will be kept by the IOR and semi-monthly reports will be provided to the local DSA representative.

Term Estimated 365 Day Schedule. To the 100% completion of project. April 2011 to April 2012.

Compensation. Compensation will be based on the below schedule for the duration of the project. Monthly invoices will be provided to the district on the first of every month for the prior month.

DSA Class Inspector		
Class 1	per hour	\$75.00
Class 2	per hour	\$70.00
Class 3	per hour	\$65.00

Estimated hours per 365 day schedule in spec's.

Estimated Class Three DSA inspector, 2000 hours \$130,000.00

Number and Class of Inspectors will be determined by DSA. Hours above are only estimates. District will be billed for actual time that each class of inspector is needed.

We are looking forward to hearing from you. If you have any questions, please feel free to contact me anytime.

Scott Saddlemire
President

Superior Construction Services 248 S. Sierra Way. Suite B San Bernardino, CA 92408

BOARD AGENDA

**REGULAR MEETING
May 5, 2011**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Contract Amendment No. 4 with Vanir Construction Management Services for Grand Terrace High School

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND:

Amendment No. 4 is necessary for the continuation of construction management services on the base campus (existing construction) and the full campus build out (Increment No. 2). The original contract was approved by the Board on April 20, 2000. Since then, the base campus construction duration has been extended and the scope of construction has increased to the full campus build out which includes the construction of the stadium and bleachers with synthetic turf and all-weather track, pool and pool building, lighted tennis courts, additional parking, and classroom Building C. The following chronology summarizes all previously Board approved amendments.

<u>Description</u>	<u>Amount</u>
Original Contract (4/20/00) Based on estimated construction cost of \$40,000,000	\$1,325,000
Amendment No. 1 (6/17/04) Based on estimated construction cost of \$74,200,069	\$2,518,185
Amendment No. 2 (1/22/09) Reimbursable expenses for reprographics services	\$ 250,000
Amendment No. 3 (5/14/09) Increase fees and general/supplemental conditions	\$2,070,417
Amendment No. 4 (5/5/11) Construction Management Fees General Conditions Continue services for base campus and full build out	\$1,499,372 \$ 420,000 \$1,919,372

BUDGET IMPLICATIONS: Bond Fund 21 – Measure G Expenditure: \$1,919,372

RECOMMENDATION: That the Board approve Contract Amendment No. 4 with Vanir Construction Management Services for Grand Terrace High School.

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



Construction Management, Inc.

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

April 19, 2011

Mr. Darryl Taylor
Director, Facilities Planning & Construction
Colton Joint Unified School District
851 S. Mt. Vernon Ave.
Colton, CA 92324

**Subject: Vanir Construction Management, Inc.'s Proposal for Extension of CM Services
Colton High School No. 3 (Grand Terrace High School)**

Dear Mr. Taylor:

Vanir Construction Management, Inc. (Vanir) respectfully submits this 'revised' fee proposal for extension of Construction Management (CM) Services at High School No. 3 (Grand Terrace High School). This proposal revises our previous proposal submitted on February 25, 2011, which was in response to your letter dated February 18, 2011, and is based on the meetings and negotiations that have occurred between the District and Vanir.

Our fee proposal includes the continuation of CM Multiple-Prime Services on the base campus (existing construction) as well as for Agency CM Services for the future construction to complete the full campus build-out. Our proposal is based upon the base campus construction being completed on or before April 30, 2012 per the Board of Education's direction at the meeting on January 13, 2011, and the full build-out construction now being completed on or before May 14, 2012, based upon the actual bid opening date and anticipated Notice To Proceed with 365 days for construction.

As you are aware, we have already accomplished the bid for the additional scope of work associated with the full build-out of the campus. This added scope was bid as an eighteenth (18th) prime contractor bid package in addition to the seventeen (17) prime contracts already in place for which we are providing CM Multiple-Prime Services. Our scope of services will require in-depth coordination of the work of this 18th prime contractor with that of the existing 17 prime contractors in order to properly interface and complete all of the work of the full campus build-out.

Fees for CM Services: We have calculated our proposed fees based on the contractual percentage of construction cost formulas included in our current Agreement for CM Multiple-Prime Services, and applied the estimated construction cost for the added scope of \$13,386,450 to the formulas. The resulting fee proposal is \$1,499,372. With the low bid for the added scope coming in at \$17,563,434, the resultant fee calculation would be \$1,908,716, but Vanir is not requesting this additional \$409,344 in fees. We are holding our fee to the pre-bid estimate-based calculation.



Mr. Darryl Taylor
April 19, 2011

This additional fee, combined with our current total fee under Amendment No. 3 is adequate to cover our services for both the continued CM Multiple-Prime Services on the base campus (existing construction) as well as for Agency CM Services for the future construction to complete the full campus build-out.

We have supplemented our existing on-site team members with additional staff as the team has determined is necessary to properly manage the existing and future scope of work for the full campus build-out within the required timeline at the level of service expected.

General Conditions Costs: In addition to the above fees for CM Services, the twelve (12) month extension of the project construction timeline due to the added scope and previous unforeseen conditions will require extended supplemental General Conditions costs which Vanir bills to the District as a direct reimbursable cost. We have estimated these additional required General Conditions costs at \$35,000 per month x 12 months = \$420,000.

The proposed net increase to Vanir's CM Services Agreement to be incorporated by Amendment No. 4 is as follows:

Proposed fees for continued CM Services:	\$1,499,372
Estimated General Conditions Costs:	<u>\$420,000</u>
Total:	\$1,919,372

Attached is a copy of the back-up for the fee calculations and our associated Staffing Plan that was requested by Seville Construction Services for the District's records.

Please let me know if you have any questions regarding this proposal.

Sincerely,

Michael S. De Vries, CCM, LEED® AP
Project Director / Associate

GRAND TERRACE HIGH SCHOOL

CONSTRUCTION COMPLETION / FULL CAMPUS BUILD-OUT VANIR'S EXTENDED FEES

April 19, 2011



Colton Joint Unified School District
New High School No. 3

CM FEES + GC COSTS
 (THROUGH AMENDMENT #3)

1)	Total Estimated Construction Costs		\$ 63,289,051
	(Including Constr. Contingency)		
General Conditions (GC) Costs (Article 14.1.3)			
2)	5.8% of line 1		\$ 3,670,765
3)	* Supplemental Owner General Conditions		\$ 635,650
4)	Total General Conditions:		\$ 4,306,415
5)	Subtotal (Est. Constr. Costs Incl. GC's):		\$ 67,595,466
Construction Management Fee (Article 14.1.1)			
(Based on line 5)			
6)	\$ 500,000	8.0%	\$ 40,000
7)	\$ 500,000	7.5%	\$ 37,500
8)	\$ 1,000,000	7.0%	\$ 70,000
9)	\$ 4,000,000	6.0%	\$ 240,000
10)	\$ 4,000,000	5.0%	\$ 200,000
11)	\$ 57,595,466	4.0%	\$ 2,303,819
12)		Subtotal:	\$ 2,891,319
13)	Preconstr. Phase Reimb. Allowance:		\$252,000
14)	Total CM Fee + Reimb. Costs:		\$3,143,319
15)	GRAND TOTAL FEES/COSTS:		
	(lines 4 + 14)		\$7,449,734

* Additional on-site General Conditions requested by Owner which are beyond original contract.

Colton Joint Unified School District
New High School No. 3
(Added Scope and Time)
ESTIMATED CM FEES + GC COSTS
(AMENDMENT #4)

1)	Total Estimated Construction Costs	\$ 13,386,450	
	(Including Constr. Contingency)		
General Conditions (GC) Costs (Article 14.1.3)			
2)	5.8% of line 1	\$ 776,414	
3)	* Supplemental On-Site General Conditions	\$ 420,000	
4)	Total General Conditions:	\$ 1,196,414	
<hr/>			
5)	Subtotal (Est. Constr. Costs Incl. GC's):	\$ 14,582,864	
Construction Management Fee (Article 14.1.1)			
(Based on line 1)			
6)	\$ 500,000 8.0%	\$ 40,000	
7)	\$ 500,000 7.5%	\$ 37,500	
8)	\$ 1,000,000 7.0%	\$ 70,000	
9)	\$ 4,000,000 6.0%	\$ 240,000	
10)	\$ 4,000,000 5.0%	\$ 200,000	
11)	\$ 3,386,450 4.0%	\$ 135,458	
12)	Subtotal:	\$ 722,958	
13)	Preconstr. Phase Reimb. Allowance:	\$0	
14)	Total CM Fee + Reimb. Costs:	\$722,958	
<hr/>			
15)	GRAND TOTAL FEES/COSTS:		
	(lines 4 + 14)	\$1,919,372	
<hr/>			
	Total minus Line 3:	\$1,499,372	

* Supplemental On-Site General Conditions:
\$35,000 per month for 12 months = \$420,000

- Site Dust Control (Water Truck Rental)
- Temporary Power Poles & Connections
- Temporary Utilities (Site Water, Meters, & Electricity)
- Equipment Rental & Maintenance (Golf Carts)
- Full-Time On-Site Security Services
- Site Clean-up

BOARD AGENDA

**REGULAR MEETING
May 5, 2011**

ACTION ITEM

TO: Board of Education

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

SUBJECT: Approval of Amendment No. 3 with Vista Environmental Consulting for Additional Abatement and Remediation Monitoring Services for the Colton High School Math and Science Building Project

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND:

The Board of Education previously approved an agreement with Vista Environmental Consulting (VEC) on December 9, 2010 for abatement and remediation monitoring services at Colton High School New Math and Science Building Project.

State regulations require an environmental monitoring firm to be onsite to perform daily observation and monitoring of removal of hazardous materials. VEC is requiring an additional 28 project management hours for monitoring to ensure compliance with applicable regulations pertaining to the removal and proper disposal of the identified hazardous materials.

The following chronology summarizes all previously Board approved amendments.

<u>Description</u>	<u>Amount</u>
Original Contract (12/9/10) Abatement and remediation monitoring services	\$ 7,000
Amendment No. 1 (2/17/11) Additional four days of monitoring due to unforeseen conditions	\$ 3,820
Amendment No. 2 (4/21/11) Additional 20 days of monitoring due to unforeseen conditions	\$13,890
Amendment No. 3 (5/5/11) Additional 28 hours of monitoring due to unforeseen conditions	\$ 3,500

**BUDGET
IMPLICATIONS:**

Bond Fund 21 – Measure G Expenditure: \$3,500

RECOMMENDATION:

That the Board approve Amendment No. 3 with Vista Environmental Consulting for additional abatement and remediation monitoring services for the Colton High School Math and Science Building project.

ACTION:

On motion of Board Member _____ and _____, the Board approved the amendment, as presented.

April 21, 2011

Mr. Craig Sandifer
Colton Joint Unified School District
1212 Valencia Drive
Colton, CA 92324

**RE: Request for Budget Increase Approval – Change Order 03
Colton High School – Building V – Excavation & Trenching Project
Proposal #P210235CO3**

Dear Mr. Sandifer:

Vista Environmental Consulting, (VEC) pursuant to our meeting yesterday at the job site, attached is our budget increase request for the completion of the excavation activities at the project site. Please sign the authorization attached as we will be onsite starting April 21, 2011 at 7:00 a.m.

SCOPE OF SERVICES

1. Hazardous Materials Air Monitoring and Remediation Observation

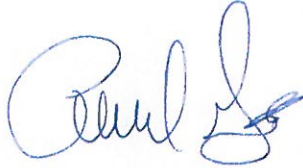
- a. VEC will revise the existing procedure 5 and perform daily observation and monitoring of the removal of the identified hazardous materials. Monitoring includes the collection of background; process and clearance air and wipe samples. We will review of Abatement Contractor's performance of proper containment, removal techniques and compliance with applicable regulations as pertaining to the removal and proper disposal of the identified hazardous materials.

Estimated Fees

Increase Requested \$650 per shift (20 Additional Shifts Estimated)	\$ 13,000.00
Additional Bulk Samples for Materials in Soils (24 Each @ \$10 Each)	\$ 240.00
Procedure 5 Plan & CAC Assessment Plan for Debris in Soils	<u>\$ 650.00</u>
Budget Increase Approved Change Order #01	\$ 3,850.00
Budget Increase Approved Change Order #02	\$ 13,890.00
<i>Budget Increase Request for Project Management 28 hours @ \$125 Change Order #03</i>	<i>\$ 3,500.00</i>
Original Project Budget	<u>\$ 7,000.00</u>
New Project Total	\$ 28,240.00

We look forward to working with you on this project. If you should have any questions regarding this matter, or if I can be of further assistance, please feel free to contact me on my mobile at 626.264.3024.

Sincerely,



Raul Garcia
Business Development Manager
Certified Asbestos Consultant #05-3783

Budget Increase Acceptance:

**Hazardous Materials Consulting Services
Colton High School
Modernization Project-Building V
Proposal #P210235CO3**

Print Name: _____

Title: _____

Signature: _____

Date: _____

Purchase Order #: _____

BOARD AGENDA

REGULAR MEETING
May 5, 2011

ACTION ITEM

TO: Board of Education

PRESENTED BY: Jerry Almendarez, Superintendent

SUBJECT: Adoption of Resolution No. 11-59, *Support California's May 9-13 Week of Action*

GOAL: Student Performance and Community Relations

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

BACKGROUND: CSBA has drafted a sample resolution school boards can adopt to support the “Week of Action” May 9-13. “Our schools are in a state of emergency until lawmakers pass a balanced budget and approve the needed revenue extensions to support education funding,” the sample resolution says, going on to note “the true destruction” caused by the state budget crisis and inviting local boards to cite cuts they have been forced to make.

The week builds on suggested local events beginning with a focus on legislative activities, leading up to regional rallies in several cities on May 13, 2011.

BUDGET IMPLICATIONS: No impact to the General Fund

RECOMMENDATION: That the Board Adopt Resolution No. 11-59, *Support California's May 9-13 Week of Action*.

ACTION: On motion of Board Member _____ and _____, the Board adopted Resolution No. 11-59, *Support California's May 9-13 Week of Action*..

Colton Joint Unified School District
**Support California's
May 9-13
Week of Action**

Resolution No. 11-59

WHEREAS, the Colton Joint Unified School District opposes a cuts-only state budget and supports a balanced budget with a combination of cuts and revenue extensions; and

WHEREAS, our schools and students are in a state of emergency until lawmakers pass a balanced budget and approve the needed revenue extensions to support education funding; and

WHEREAS, over the last several years, K-12 education funding has taken a disproportionate amount of budget cuts; and

WHEREAS, state and local funding for schools has been cut by more than \$18 billion, or about \$1,900 per student in the last three years; and

WHEREAS, the Colton Joint Unified School District has cut \$5.3 million from its budget over the past three years as a result of ongoing statewide cuts to education funding; and

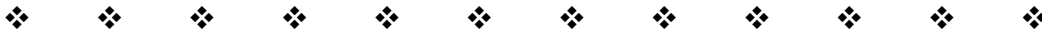
WHEREAS, the Colton Joint Unified School District education will be forced to cut an additional \$10.5 million from its budget if the Legislature does not pass revenue extensions; and

WHEREAS, to begin to reverse this downward spiral, Californians must retain the revenues that enable us to invest in our schools and students; and

WHEREAS, we must take action to show the true destruction happening to our schools and communities; and

WHEREAS, the California School Boards Association, Association of California School Administrators, California Teachers Association and other members of the Education Coalition support local communities in planning events and activities throughout the state the week of May 9-13; and

NOW, THEREFORE, BE IT RESOLVED that the Colton Joint Unified School District fully supports the May 9-13 Week of Action, so long as not to interrupt school operations or classroom activities, by educators, administrators, education support professionals, parents, students and other labor groups to protect California's future and the future of students and working families across the state.



DULY ADOPTED by the Board of Education of the Colton Joint Unified School District of San Bernardino County, State of California, with a vote of ___ ayes, ___ nays, ___ absent, ___ abstentions, signed by the President and attested by the Secretary this 5 day of May, 2011.

Patricia Haro
President, Board of Education

Attest:

Jerry Almendarez
Secretary, Board of Education

BOARD AGENDA

REGULAR MEETING
May 5, 2011

ADMINISTRATIVE REPORT

TO: Board of Education

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

SUBJECT: Results of San Bernardino County Superintendent of Schools (SBCSS) Williams Settlement Visit for the Third Quarter 2010-11

GOAL: Facilities/Support Services

STRATEGIC PLAN: Strategy #1 – Communication
Strategy #2 – Curriculum
Strategy #4 – Facilities

BACKGROUND: California Education Code 1240 requires and 52055.740(4) requires that the San Bernardino County Office of Education visit each Decile 1-3 school (determined by the 2009 API) and schools receiving QEIA funding to report its finding on the following standards:

- Students have access to “sufficient” instructional materials in the four core subject areas (English/language arts, math, history/social science, and science), and, as appropriate science lab equipment in Grades 9-12, foreign languages, and health.
- Facilities do not pose an emergency or urgent threat to the health or safety of pupils or staff.
- School Accountability Report Card (SARC) reflects accurate data as to the above two standards, including “good repair.”
- Teacher Assignment
- Students who by the conclusion of the 12th grade, have not passed the CAHSEE, are informed that they are entitled to receive CAHSEE intensive instruction and services for up to two consecutive years after completion of 12th grade and to what extent those students are receiving those services.

SBCSS has reported **no findings** in the four areas identified above during their third quarter visitation of 2010-11.

The following is the list of school sites subject to review by the county office for compliance with California Education Code 1240 and 52055.740(4):

<u>Elementary</u>		<u>Secondary</u>
Birney	Lincoln	Bloomington Middle
Crestmore	Rogers	Colton Middle
Grant	Wilson	Ruth O Harris Middle
Grimes	Zimmerman	Bloomington High
Lewis		Colton High

AR-8.1



Gary S. Thomas, Ed.D., Superintendent

San Bernardino County Superintendent of Schools

April 15, 2011

Mr. Jerry Almendarez, Superintendent
Colton Joint Unified School District
1212 Valencia Drive
Colton, CA 92324-1798

Dear Mr. Almendarez,

California Education Code section 1240 requires that I visit all deciles 1-3 schools (Williams monitored schools currently based on the 2009 Academic Performance Index [API]) identified in our county and report to you the results of my findings on a quarterly basis. Commencing with 2008/09, Education Code section 52055.740 (4) requires that my visits include Quality Education Investment Act schools (even if they are not currently identified as Williams monitored schools) as they are subject to meeting all of the Williams Settlement requirements.

The instructional materials sufficiency reviews, facilities inspections, School Accountability Report Card (SARC) reviews, and California High School Exit Examination (CAHSEE) site validation reviews (as appropriate) were conducted during the first quarter of the 2010/11 school year and the findings were reported to you in October 2010. The annual teacher assignment monitor and review process began November 30, 2010 and concludes by report to the California Commission on Teacher Credentialing on July 1, 2011. The final teacher assignment information will be provided in the fourth quarterly report.

In summary, there are no findings to report in the following areas:

1. **Instructional Materials**
2. **School Facilities**
3. **SARC**
4. **Teacher Assignment**

In summary, my findings were as follows:

5. **CAHSEE Intensive Instruction and Services**

The 2010/11 Valenzuela Documentation review was conducted to determine the extent to which pupils who have not passed the CAHSEE by the end of grade 12 are informed of their eligibility to receive CAHSEE intensive instruction and services for up to two consecutive years after grade 12, and the extent to which pupils who have elected to receive services are being served for the Classes of 2009 and 2010.

2011 APR 19 2:58 PM
RECEIVED
BUSINESS
SCHOOL DISTRICT

Through our review, we have determined that your district is in compliance with the terms of the Valenzuela Settlement Legislation.

This report serves as your district's *third quarterly report* for the 2010/11 school year. Please agendaize this report for your next regularly scheduled Board meeting.

It has been a pleasure to work in partnership with you and the staff of the Colton Joint Unified School District.

Sincerely

A handwritten signature in black ink that reads "Gary S. Thomas". The signature is written in a cursive style with a large, prominent "G" and "T".

Gary S. Thomas, Ed.D.
County Superintendent

cc: Ms. Patt Haro, Board President
Mr. Jim Ayala, Williams Liaison
Mr. John Conboy, Valenzuela Liaison
Mr. Theodore Alejandre, SBCSS Assistant Superintendent, Business Services
Mr. Dennis Mobley, SBCSS Governance Liaison
Mr. James Kruk, SBCSS Williams Settlement Manager

BOARD AGENDA

REGULAR MEETING
May 5, 2011

ADMINISTRATIVE REPORT

TO: Board of Education

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

SUBJECT: Approved Disbursements

GOAL: Budget Planning

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

BACKGROUND: The Board of Trustees payment report is available at the Board of Education meeting for review. Items listed in the payment report have been approved and paid.

Disbursements have been paid as listed, from batch # 1319 through Batch #1395 for the sum of \$7,036,126.71.

BUDGET IMPLICATIONS: \$7,036,126.71 paid from funds as listed in the payment report.

AR-8.2

BOARD AGENDA

REGULAR MEETING
May 5, 2011

ADMINISTRATIVE REPORT

- TO:** Board of Education
- PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division
- SUBJECT:** **Proposed Amendment of Board Policy and Administrative Regulations:**
AR 3460 Financial Reports and Accountability
- GOAL:** Student Safety, Community Relations and Parent Involvement
- STRATEGIC PLAN:** Strategy #1 – Communication
- BACKGROUND:** The Administration is updating Board Policies and Administrative Regulations under the guidelines of the California School Boards' Association.
- Administrative Regulation 3460 – Financial Reports and Accountability. The Government Accounting Standards Board (GASB) issued Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions, to become effective for financial statements with period beginning after June 15, 2010. Statement 54 is designed to improve financial reporting by establishing fund balance classifications that are easier to understand and apply. Basically, a hierarchy has been established clarifying the constraints that govern how a government entity can use amount reported as fund balance. Statement 54 established the following five new fund balance classifications: Nonspendable, Restricted, Committed, Assigned, and Unassigned.
- Based on the GASB recommendation and guidance received from the San Bernardino County Superintendent of Schools, our administrative regulation has been revised to reflect the new fund balance classifications to coincide with the revised financial reporting guidelines.
- BUDGET IMPLICATIONS:** No impact to the General Fund

AR-8.3

FINANCIAL REPORTS AND ACCOUNTABILITY**BP 3460**

The Governing Board is committed to ensuring the fiscal health of the District and providing public accountability. The Board shall adopt sound fiscal policies, oversee the District's financial condition, and ensure that the financial systems support the District's goals for student achievement.

The Superintendent or designee shall provide the Board with financial reports throughout the year in accordance with law and as otherwise requested by the Board.

The Superintendent or designee shall ensure that all financial reports are prepared in accordance with law and in conformity with generally accepted accounting principles and financial reporting standards stipulated by the Governmental Accounting Standards Board and the California Department of Education.

The Board shall regularly communicate the District's financial position to the public and shall use financial reports to determine what actions and budget amendments, if any, are needed to ensure the District's financial stability.

Deficit spending erodes the District's resources used to meet its fiscal obligations. In order to keep the District in a positive financial condition, it is necessary at a minimum to meet the State's unrestricted 3% reserve requirement. If District conditions predict fiscal distress or indicate that the District might not be able to meet its fiscal obligations, the Board and Superintendent or designee shall act quickly to identify and resolve these conditions. The Board shall work cooperatively with the County Superintendent of Schools to improve the District's fiscal health and may contract with an external individual or organization to advise the District on fiscal matters.

*Legal Reference:**EDUCATION CODE**14500-14508 Financial and compliance audits**17150 Public disclosure of non-voter-approved debt**33127 Standards and criteria for local budgets and expenditures**33128 Standards and criteria; inclusions**33129 Standards and criteria; use by local agencies**35035 Powers and duties of superintendent**41010-41023 Accounting system**41326 Emergency apportionment**41344 Repayment of apportionment significant audit exceptions**41344.1 Appeals of audit findings**41455 Examination of financial problems of local Districts**42100-42105 Requirement to prepare and file annual statement**42127.6 School District operations monitoring; financial obligation nonpayment**42130-42134 Financial reports and certifications**42140-42142 Public disclosure of fiscal obligations**GOVERNMENT CODE**3540.2 School District; qualified or negative certification; proposed agreement review and comment**16429.1 Local agency investment fund**53646 Reports of investment policy and compliance**CODE OF REGULATIONS, TITLE 5**15070 Submission of reports using standardized account code structure**15453-15463 Criteria and standards for school District interim reports*

FINANCIAL REPORTS AND ACCOUNTABILITY - continued**BP 3460***Management Resources:**CSBA PUBLICATIONS**Maximizing School Board Governance: Fiscal Accountability, 2005**CDE COMMUNICATIONS**1208.00 Audit Resolution Process: Repayment Plans**GOVERNMENTAL ACCOUNTING STANDARDS BOARD**Statement 34, Basic Financial Statements and Management's Discussion and Analysis - For State and Local Governments, June 1999**Statement 45, Accounting and Financial Reporting by Employers for Post-employment Benefits Other Than Pensions, June 2004**U.S. GENERAL ACCOUNTING OFFICE AND PRESIDENT'S COUNCIL ON INTEGRITY AND EFFICIENCY (PCIE) PUBLICATIONS**Financial Audit Manual, revised 2003**STATE CONTROLLER PUBLICATIONS**Standards and Procedures for Audits of California K-12 Local Educational Agencies (annual publication)**WEB SITES**CSBA: <http://www.csba.org>**California Association of School Business Officials: <http://www.casbo.org>**California County Superintendents Educational Services Association: <http://www.ccsesa.org>**California Department of Education, Finance and Grants: <http://www.cde.ca.gov/fg>**Education Audit Appeals Panel: <http://www.eaap.ca.gov>**Fiscal Crisis and Management Assistance Team: <http://www.fcmat.org>**Governmental Accounting Standards Board: <http://www.gasb.org>**School Services of California: <http://www.sscal.com>**State Controller's Office: <http://www.sco.ca.gov>**U.S. Government Accounting Office: <http://www.gao.gov>*

(7/01 7/03) 11/04

Amended 4/17/08

Amended 4/20/06

Adopted 8/18/05

FINANCIAL REPORTS AND ACCOUNTABILITY

AR 3460

Interim Reports

The Superintendent or designee shall submit two interim fiscal reports to the Governing Board, the first report covering the District's financial and budgetary status for the period ending October 31 and the second report covering the period ending January 31. The reports and supporting data shall also be made available by the District for public review. (*Education Code 42130*)

Within 45 days after the close of the period reported, the Board shall assess the interim report on the basis of criteria adopted by the State Board of Education pursuant to Education Code 33127 and on current information regarding the adopted state budget, District property tax revenues if any, and ending balances for the preceding year. The Board shall approve the fiscal report and send it to the County Superintendent of Schools in a format or on forms prescribed by the Superintendent of Public Instruction. In addition, the Board shall submit its certification of the District's financial status based on current projections, in accordance with the following: (*Education Code 42130, 42131; 5 CCR 15453-15463*)

1. "Positive certification" indicating that the District will meet its financial obligations for the current fiscal year and two subsequent fiscal years
2. "Qualified certification" indicating that the District may not meet its financial obligations for the current fiscal year or two subsequent fiscal years
3. "Negative certification" indicating that the District will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year

If the second interim report of the fiscal year is accompanied by a qualified or negative certification as determined by the Board or subsequently by the County Superintendent, the Superintendent or designee shall, no later than June 1, provide to the County Superintendent, the Controller, and the Superintendent of Public Instruction a financial statement that reports data for the period ending April 30 and projects the District's fund and cash balances as of June 30. (*Education Code 42131*)

Whenever the District has a qualified or negative certification, it shall allow the county office of education at least 10 working days to review and comment on any proposed agreement with exclusive representatives of employees. The District shall provide the County Superintendent with all information relevant to provide an understanding of the financial impact of any final collective bargaining agreement. (*Government Code 3540.2*)

Annual Statement of Receipts and Expenditures

On a form prescribed by the Superintendent of Public Instruction, the Superintendent or designee shall prepare a statement of all receipts and expenditures of the District for the preceding fiscal year. On or before September 15, the Board shall approve this statement and file it with the County Superintendent. (*Education Code 42100*)

Appropriations Limit Report

The Board shall adopt a resolution by September 30 of each year to identify the estimated appropriations limit for the District for the current fiscal year and the actual appropriations limit of the District during the preceding year. Documentation used to identify these limits shall be made available to the public on the day of the Board meeting. (*Education Code 42132*)

ADMINISTRATIVE REGULATION - continued

AR 3460

FINANCIAL REPORTS AND ACCOUNTABILITY - continuedAudit Report

By April 1 of each year, the Board shall either provide for an audit of the District's books and accounts or make arrangements with the County Superintendent to provide for that audit. (*Education Code 41020*)

The Superintendent or designee shall establish a timetable for the completion and review of the audit within the deadlines established by law.

To conduct the audit, the Board shall select a certified public accountant, or public accountant licensed by the State Board of Accountancy, from among those deemed qualified by the State Controller. (*Education Code 41020, 41020.5*)

The Board shall not select any public accounting firm to provide audit services if the lead audit partner or coordinating audit partner having primary responsibility for the audit, or the audit partner responsible for reviewing the audit, has performed audit services for the District in each of the six previous fiscal years. (*Education Code 41020*)

While a firm is performing the audit of the District, it shall not provide any nonauditing, management or other consulting services except as provided in Government Accounting Standards, Amendment #3, published by the U.S. Government Accounting Office. (*Education Code 41020*)

The audit shall include an audit of income and expenditures by source of funds for all funds of the District, including the student body and cafeteria funds and accounts and any other funds under the control or jurisdiction of the District, as well as an audit of student attendance procedures. (*Education Code 41020*)

The District's audited financial reports shall include:

1. Management's discussion and analysis, which shall introduce the basic financial statements and provide an analytical overview of the District's financial activities, including:
 - a. An objective and easily readable analysis of the District's financial activities based on currently known facts, decisions, and conditions
 - b. Comparisons of the current year to the prior year
 - c. An analysis of the District's overall financial position, enabling a determination as to whether that position has improved or deteriorated as a result of the year's activities
 - d. An analysis of significant changes that occur in funds and significant budget variances
 - e. A description of capital asset and long-term debt activity during the year
 - f. A description of currently known facts, decisions, and conditions that are expected to have a significant effect on the District's financial position
2. Basic financial statements, including:

ADMINISTRATIVE REGULATION - continued

AR 3460

Financial Reports And Accountability - continued

- a. District-wide financial statements, consisting of a statement of net assets and a statement of activities which report all of the assets, liabilities, revenues, expenses, and gains and losses of the District
 - b. Fund financial statements, consisting of a series of statements that focus on information about the District's major governmental and enterprise funds, including its blended component units
 - c. Notes to the financial statements that are essential to a user's understanding of the basic financial statement
3. Supplementary information required by the Governmental Standards Accounting Board, including but not limited to budgetary comparison schedules

No later than December 15, the Superintendent or designee shall file the report of the audit for the preceding fiscal year with the County Superintendent, the California Department of Education, and the State Controller. (*Education Code 41020*)

By January 31 of each year, the Board shall review, at an open meeting, the annual District audit for the prior year, any audit exceptions identified in that audit, the recommendations or findings of any management letter issued by the auditor, and any description of correction or plans to correct any exceptions or any issue raised in a management letter. (*Education Code 41020.3*)

Fund Balance

In accordance with GASB Statement 54, external financial reports shall report fund balances in the general fund within the following classifications based on the relative strength of constraints placed on the purposes for which resources can be used:

1. Nonspendable fund balance, including amounts that are not expected to be converted to cash, such as resources that are not in a spendable form or are legally or contractually required to be maintained intact
2. Restricted fund balances, including amounts constrained to specified purposes by their providers or by law
3. Committed fund balance, including amounts constrained to specific purposes by the Board
4. Assigned fund balance, including amounts which the Board or its designee intends to use for a specific purpose.
5. Unassigned fund balance, including amounts that are available for any purpose.

Nonspendable and Restricted Funds

Nonspendable funds are those funds that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact. It is the responsibility of the

Chief Business Official to report all Nonspendable Funds appropriately in the District's financial statements.

Restricted funds are those funds that have constraints placed on their use either externally by creditors, grantors, contributors, or laws or regulations or other governments or by law through constitutional amendments or enabling regulation. It is the responsibility of the Chief Business Official to report all restricted funds appropriately in the District's financial statements.

Classifying Fund Balance Amounts

When both restricted and unrestricted funds are available for expenditure, restricted funds should be spent first unless legal requirements disallow it.

When committed, assigned and unassigned funds are available for expenditure, committed funds should be spent first, assigned funds second, and unassigned funds last; unless the governing board has provided otherwise in its commitment or assigned actions.

Authority to Commit Funds

The District's governing board has the authority to set aside funds for a specific purpose. Any funds set aside as Committed Fund Balance requires the passage of a resolution by a simple majority vote. The passage of a resolution must take place prior to June 30th of the applicable fiscal year. If the actual amount of the commitment is not available by June 30th, the resolution must state the process or formula necessary to calculate the actual amount as soon as information is available.

Stabilization Arrangement

Maintaining a Financial Stabilization Account is a necessity for sound financial management and fiscal accountability. The district's governing board has the authority to establish a Financial Stabilization Account that will be a Committed Fund Balance. A Financial Stabilization Account is established for the purpose of providing funds for an urgent event that affects the safety of the employee and student population (e.g. earthquake, wildfires, etc.). The level for the Financial Stabilization Account is up to 5% of General Fund Expenditures. The recognition of an urgent event must be established by the governing board or the Superintendent. If established by the Superintendent, the specific, urgent event must be reported to the board at their next meeting. A budget revision must be approved by the district's governing board. In the event the balance drops below the established minimum level, the district's governing board will develop a plan to replenish the Financial Stabilization Account balance to the established minimum level within four years.

Authority to Assign Funds

Authority is given to the district's Chief Business Office to assign funds for specific purposes. Any funds set aside as Assigned Fund Balance must be reported to the district's governing board at their next meeting. The governing board has the authority to remove or change the assignment of funds with a simple majority vote.

The district's governing board has the authority to set aside funds for the intended use of a specific purpose. Any funds set aside as Assigned Fund Balance requires a simple majority vote and must be recorded in the minutes. The same action is required to change or remove the assignment.

Unassigned Fund Balance

Unassigned Fund Balance is the residual amount of Fund Balance in the General Fund. It represents the resources available for future spending. An appropriate level of Unassigned Fund Balance should be maintained in the General Fund in order to cover unexpected expenditures and revenue shortfalls.

Unassigned Fund Balance may be accessed in the event of unexpected expenditures up to the minimum established level upon approval of a budget revision by the District's governing board. In the event of projected revenue shortfalls, it is the responsibility of the Chief Business Official to report the projections to the district's governing board on a quarterly basis and shall be recorded in the minutes.

Any budget revision that will result in the Unassigned Fund Balance dropping below the minimum level will require the approval of two-thirds vote of the district's governing board.

The minimum Unassigned Fund Balance shall be equal to 3% of total General Fund expenditures and other financing uses. In the event that the balance drops below the established minimum level, the district's governing board will develop a plan to replenish the fund balance to the established minimum within two years.

Non-Voter-Approved Debt Report

Whenever the Board approves the issuance of certificates of participation bonds, revenue bonds, or any agreement for financing school construction, the Superintendent or designee shall notify the County Superintendent and the county auditor. The Superintendent or designee shall provide the Board, the county auditor, the County Superintendent, and the public with related repayment schedules and evidence of the District's ability to repay the obligation. Within 15 days, the County Superintendent and county auditor may comment publicly to the Board regarding the District's capability to repay the debt. (*Education Code 17150*)

Accrued Benefits and Claims Report

The Superintendent or designee shall plan for the implementation of the Governmental Accounting Standards Board Statement 45, including the procurement of a qualified actuary to perform the required actuarial study. In addition, the Superintendent or designee shall recommend actions to the Board to mitigate the financial impact to the District as a result of this change in the method of accounting for post-employment health and welfare benefits.

The Superintendent or designee shall annually provide the Board, at a public meeting, information and related actuarial reports showing the estimated accrued but unfunded cost of workers' compensation claims. The Board shall disclose, as a separate agenda item, whether or not it will reserve in the budget sufficient amounts to fund the present value of these claims or if it is otherwise decreasing the amount in its workers' compensation reserve fund. The Board shall annually certify to the County Superintendent the amount, if any, that it has decided to reserve in the budget for these costs. The Board shall submit to the County Superintendent any budget revisions that may be necessary to account for this budget reserve. (*Education Code 42141*)

Control of Deficit Spending

The District's Goal of Long and Short Term Budgeting says the District will plan and implement a budget that maximizes the opportunity for student performance at all levels within the District. The underlying

assumption for the above statement to be realized is that the District will meet its long and short-term fiscal obligations before it can maximize any opportunity for student performance. The District's fiscal obligations are:

1. Meeting its 3% (State law) General Fund Unrestricted Reserve for Economic Uncertainties (GFUREU) requirement in the current and two subsequent years. Deficit spending erodes these reserves.
2. Meeting the terms of both collective bargaining agreements' section on Total Compensation and other labor group commitments within the annual change in funding allocation from the State and the change in student attendance.
3. Providing the basic educational environment of: materials & supplies, non-instructional services, student safety, equipment, and facilities.
4. Ensuring adequate cash flow to:
 - a. Repay short-term debt obligations;
 - b. Provide for sinking funds to pay for long term liabilities;
 - c. Provide for future new school facilities needs.
5. Use the District's revenues and resources to accomplish all of the above.
6. Any new programs meant for implementation must have corresponding budget adjustments or revenue augmentations in order to afford the new action.
7. All expenditures should be planned and last minute unbudgeted spending shall be put off until the following budget year.
8. Before any hiring of new positions, a review of existing positions shall be done to determine if a need exists and whether a restructuring of existing positions can gain a savings for the new positions and its responsibilities. A higher level disinterested management review shall occur to determine whether the

ADMINISTRATIVE REGULATION - continued

AR 3460

FINANCIAL REPORTS AND ACCOUNTABILITY - continued

necessary position is warranted. This is especially required in the District's encroachment programs.

9. A efficiency review of all programs shall be done annually by the responsible administrator to determine whether the intended results warrant continuation of the program.
10. All staffing and enrollment projections and corresponding adjustments for the following budget year shall be completed six months before the start of the next budget year.
11. All new staffing positions that cause deficit spending in the current and/or two subsequent years shall only be approved by the Assistant Superintendent Business Services.
12. All long-term commitment spending decisions must be based on a continuous revenue stream for the current and all future years.

Amended 4/17/08

